TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-10

Title: **APPOINTMENT OF TOWNSHIP TAX APPEAL ATTORNEY FOR THE YEAR 2018 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has a need to acquire a Tax Appeal Attorney and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Marcus Karavan, Esq. has provided a proposal to serve as Tax Appeal Attorney for the Township of Lower at a rate of $125.00 per hour not to exceed $10,000; and

WHEREAS, the Township Council desires to approve the proposal and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: 8-01-210-155-289 – Tax Appeals

CFO Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Marcus Karavan of Blaney Karavan as Counsel for Lower Township Tax Appeals at a fee of $125.00 per hour with a not to exceed amount of $10,000.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above award shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

AGREEMENT & CONTRACT TO SERVE AS SPECIAL TAX COUNSEL

The within Agreement by and between MARCUS H. KARAVAN, ESQUIRE, of Blaney & Karavan, P.C. and the TOWNSHIP OF LOWER is as follows:

1. The Township of Lower hereby appoints Marcus H. Karavan, Esquire, of Blaney & Karavan, P.C. to serve as TAX APPEAL COUNSEL, for the Township of Lower.

2. Marcus H. Karavan, Esquire, of Blaney & Karavan, P.C. shall provide the Township of Lower with copies of monthly billings with fees calculate at hourly rates as set forth below:

   Professional legal services relative to defending matters before the Tax Board, defending matters before the Tax Court and/or related tax work including, but not limited to:

   office conferences, court appearances, research, litigation, etc.

   $125.00 per hour
   Not to exceed $10,000.00

   Additional charges to include postage; photocopying, courier services; costs of deposition transcripts; cost of any and all court transcripts; cost of filing fees, if applicable.

3. The Township shall be responsible for expert fees, Court costs and filing fees.

This agreement shall be effective, January 1, 2018 and shall terminate December 31, 2018.

In Witness whereof, we sealed the day and year above first written agreement.

Blaney & Karavan, P.C.

Township of Lower

Marcus H. Karavan, Esquire

Dated:

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BLANEY & KARAVAN, P.C.
Trade Name:	
Address:	3311 NEW JERSEY AVE WILDWOOD, NJ 08260-2323
Certificate Number:	0505139
Effective Date:	March 31, 1986
Date of Issuance:	October 11, 2016

For Office Use Only:

20161011141456465

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Frank Francini III
12/5/17

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: Blaney & Kanwan PC

Name of Agent: William G. Blaney

Title: President

Date: 12/5/17

Certification 50550

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2017 to 15-APR-2020

BLANEY & KARAVAN, P.C.
3311 NEW JERSEY AVE., PO BOX 1344
WILDWOOD NJ 08260

FORD M. SCUDDER
Acting State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Blaney & Kanavan PC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II B Ownership Disclosure Certification

_ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

_ Partnership _ Corporation _ Sole Proprietorship X Subchapter S Corporation
_ Limited Partnership _ Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William G. Blaney	1704 Adams Court, Tuckerville, NJ
Marcus H. Kanavan	9305 Pacific Avenue, Wildwood Crest, NJ

Part 3 B Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity: Blaney & Kanavan PC
Signed: [signature] Title: President
Print Name: William G. Blaney Date: 12/5/17

Subscribed and sworn before me this 5 day of December, 2017.
My Commission expires: Tabitha Cossaboon
[signature] (Affiant)
William G. Blaney, President
(Print name & title of affiant) (Corporate Seal)

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount
5/9/17	Kim Guadagno for Governor	$ 1000.00
5/30/17	Kim Guadagno for Governor	$ 1000.00
10/3/17	Timothy Donohue for Committee	$ 1000.00

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Sworn and Subscribed to before me
this 5 day of December, 2017
Notary Public

(APM00008056.DOC v.1)

TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 30, 2021

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Blaney & Kanavan, PC

Organization Address: 2123 Dune Drive, St. 11, Avalon, NJ 08202

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☒ Other (be specific): Subchapter S

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
William G. Blaney	1764 Adams Court, Turnersville, NJ
Marvin H. Kanavan	9305 Pacific Avenue, Wildwood Crest, NJ

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
William G. Blaney	1764 Adams Court, Turnersville, NJ
Marcus H. Kavanan	9305 Pacific Avenue, Wildwood Crest, NJ

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lower*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lower*** to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lower*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William G. Blaney	Title:	President
Signature:		Date:	12/5/17

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-11

Title: **A RESOLUTION REVISING AND EXTENDING MANAGER JAMES RIDGWAY'S MEMORANDUM OF UNDERSTANDING WITH THE TOWNSHIP OF LOWER AS TOWNSHIP MANAGER**

WHEREAS, The Township of Lower ("Township") is a New Jersey municipal corporation operating under an optional municipal charter council-manager form of government pursuant to N.J.S.A. 40: 69A-81, et seq. (the "Faulkner Act") which requires a municipal manager to manage the day-to-day affairs of the Township; and

WHEREAS, pursuant to N.J.S.A. 40: 69A-93, the Township Manager (the, "Manager") shall hold office for an indefinite term subject to the provisions of the Faulkner Act and removal by a majority vote of the Township Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey as follows:

1. Mr. Ridgway's appointment as the Township Manager shall continue in accordance with the provisions of the Faulkner Act and following terms and conditions as well as those set forth in the attached Revised and Extended Memorandum of Understanding entered into by the Township and Mr. Ridgway:

a. The Manager shall be paid in accordance with the salary provisions of the Revised and Extended Memorandum of Understanding. He shall be paid a salary of $118,000.00 in 2018, $125,500.00 in 2019 and $130,000.00 in 2020.

b. The Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payments to or for the benefit of Mr. Ridgway. Likewise, Mr. Ridgway has declined the Medical and Rx Health Benefits otherwise accorded to employees who qualify for the Township's Health Benefits Plan. He will not be remunerated for this election. The Manager shall receive Vision, Dental and Life Insurance.

c. The Manager shall have twenty (20) days of paid vacation, fifteen (15) days of sick leave, and four (4) personal days to be used in accordance with and subject to the Township's Personnel Policy Manual as may be amended from time to time (the "Policy Manual"). Mr. Ridgway shall not be entitled to any other paid leave. Upon separation from employment, the Manager shall be entitled to sick leave buyback for any unused and accrued sick and vacation time remaining at the date of separation to be paid at the rate of 50% of the cash value of such time to a maximum of $15,000.00. Said vacation time will be pro-rated on a yearly basis based upon date of separation.

d. Mr. Ridgway shall be subject to all of the terms and conditions of the Policy Manual unless otherwise specifically addressed in this Resolution and the Revised and Extended Memorandum of Understanding in which case the terms of the Resolution and the Revised and Extended Memorandum of Understanding shall control. In the event any terms of this Resolution conflict with the terms set forth in the Revised and Extended Memorandum of Understanding, this Resolution shall control.

e. Consistent with the provisions of the Faulkner Act and the Revised and Extended Memorandum of Understanding, the Manager shall serve at the will of the Township Council and may be removed, with or without cause. In such case, the Faulkner Act shall govern as to procedure and the consequences of removal in terms of salary and benefits, and neither this Resolution nor the Revised and Extended Memorandum of Understanding shall create any contractual rights beyond the provisions of the Faulkner Act.

f. Notwithstanding the foregoing and absent willful misconduct, in the event Mr. Ridgway is removed by Council he may return to his previous job duties as Assistant Supervisor of Recreation for the Township at his prior salary and prior work week of twenty-two (22) hours.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

REVISED AND EXTENDED MEMORANDUM OF UNDERSTANDING BETWEEN
JAMES RIDGWAY
AND
TOWNSHIP OF LOWER

TERM: Indefinite per the Faulkner Act, N.J.S.A. 40:69-81 et seq.

VACATION, PERSONAL, SICK & FUNERAL LEAVE

Vacation: 20 days (per Resolution #2015-364)

Sick: 15 days (per supervisor's contract)

Personal: 4 days (per supervisor's contract)

Upon separation from employment, the Manager shall be entitled to sick leave buyback for any unused and accrued time remaining at the date of separation to be paid at the rate of 50% the cash value of such time up to a maximum of $15,000. Said leave time will be available for use as of January 1 or each year in anticipation of continued employment but will be pro-rated on a yearly basis based upon the date of separation.

VEHICLE USE, TELEPHONE & TABLET

The Township agrees to supply the Manager with a vehicle to be used on Township business and when necessary during the course of employment duties for limited personal use. The Township also agrees to supply the Manager with a smart phone & tablet for Township and such purposes.

COMPENSATION

2018 Annual Salary: $ 115,000

2019 Annual Salary: $ 122,500

2020 Annual Salary: $ 130,000

The Township Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payments to or for the benefit of the Manager. Likewise, the Manager has declined the Medical and Rx Health Benefits otherwise accorded to employees who qualify for the Township's Health Benefits Plan. The Manager shall be granted Vision, Dental and Life Insurance per supervisor's contract.

WORKWEEK:

It is understood that the Manager will dedicate himself to performing his duties as in N.J.S.A. 40:69A-95, however, the Manager shall work an average of 40 hours per week with sufficient time devoted for optimal job performance but varying based on specific assignments, emergencies, seasonal demands and other expected factors. All parties endorse a policy of flexibility which will allow the Manager to adjust normal working hours as conditions require for the duty of his office and to perform special duties, attend meetings, and work hours as may be required to properly represent the Township. All other terms and conditions not specifically outlined above are governed by the Supervisor's Union Contract and the Lower Township Personnel Manual.

Under the Faulkner Act and the Township Code, the Township Manager serves at the will of the Township Council and may be removed with or without cause pursuant to statutory law. In such case, the Faulkner Act shall govern as to the consequences of removal in terms of procedure and salary and other remuneration. This agreement shall not create any contract rights whatsoever beyond the terms of the Faulkner Act. Notwithstanding this, in the event the Manager is removed and absent willful misconduct, he may return to his previous job duties as Assistant Supervisor of Recreation for the Township at his prior salary and work week of 22 hours.

It is contemplated that the provisions of this Memorandum of Understanding shall be incorporated into a resolution Revising and Extending the agreement between the Manager and the Township. To the extent that the terms of the Resolution conflict with any of the terms of the Revised and Extended Memorandum of Understanding, the terms set forth in the Resolution shall be controlling.

_____
James Ridgway, Township Manager

_____
Erik Simonsen, Mayor

Attest:

_____
Julie Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018- 12

Title: **ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES FOR THE YEAR 2018**

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower was held on January 3, 2018 at which time it was necessary to establish the official Council Meeting dates and times.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Council Meetings be held in the Meeting Room of Township Hall beginning at 7:00 p.m. prevailing time on the first and third Monday of each month with the exception of the holiday dates designated below when the meeting will be held on the date listed. The annual schedule of Council meetings shall be posted on the official Township bulletin board at Township Hall. Unless otherwise provided by law, all of the above described meetings shall be open to the public.

Meeting of January 15 shall be changed to Wednesday, January 17
Meeting of February 19 shall be changed to Wednesday, February 21
Meeting of April 2 shall be changed to Monday, April 9
Meeting of September 3 shall be changed to September 5

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER CLERK'S OFFICE
2600 BAYSHORE ROAD
VILLAS, NJ 08251
609-886-2005 x113

IN COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT

In compliance with Chapter 231 of the Laws of New Jersey, 1975, the following constitutes the 2018 schedule of **Lower Township Work Sessions and Regular Meetings** to be held the first and third Mondays of each month, unless otherwise noted, beginning at **7:00 p.m.** prevailing time.

Wednesday – January 3, 2018*
Wednesday – January 17, 2018*
Monday - February 5, 2018
Wednesday - February 21, 2018*
Monday - March 5, 2018
Monday - March 19, 2018
MONDAY – APRIL 9, 2018*
Monday - April 16, 2018
Monday - May 7, 2018
Monday - May 21, 2018
Monday - June 4, 2018
Monday - June 18, 2018
Monday – July 2, 2018
Monday – July 16, 2018
Monday - August 6, 2018
Monday – August 20, 2018
Wednesday - September 5, 2018*
Monday - September 17, 2018
Monday - October 1, 2018
Monday - October 15, 2018
Monday - November 5, 2018
Monday - November 19, 2018
Monday - December 3, 2018
Monday – December 17, 2018

*Indicates a change due to holiday

Unless otherwise noted, all meetings will be open to the public and action may be taken. Meetings will be held in the Meeting Room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

Julie A. Picard, RMC
Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-13

Title: **DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING FOR THE YEAR 2018**

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 3, 2018 at the Township Hall, Villas, New Jersey; and

WHEREAS, it has been deemed necessary to select a newspaper to serve as the official publication of all Township advertising; and

WHEREAS, it has been deemed necessary to designate a second newspaper for the publication of all meeting notices required under the Open Public Meetings Law; and

WHEREAS, it has been deemed necessary to establish a fee to cover the cost of providing notice of all public meetings to any persons requiring such notices.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of Township of Lower, County of Cape May, State of New Jersey that the official newspaper for all Township advertising, including notices of public meetings, shall be the Cape May Star & Wave.

BE IT FURTHER RESOLVED that the second newspaper to be utilized for publication of all notices of public meetings as required by the Open Public Meetings Law shall be the Cape May County Herald.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-14

Title:: **AUTHORIZING THE TAX ASSESSOR TO FILE TAX APPEALS**

WHEREAS, by a directive from the Cape May County Board of Taxation pursuant to N.J.A.C. 18:12A-1(c), all tax appeals submitted to the Cape May County Board of Taxation by the Tax Assessor on behalf of the Township of Lower must be authorized by Resolution of the Township Council for the Tax Year 2018.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

> Township Council hereby authorizes the Tax Assessor to file Tax Appeals on behalf of the Township of Lower. The Tax Assessor shall have the right to terminate and/or settle, by stipulation or otherwise, any such Tax Appeal that she shall institute.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward a certified copy of this Resolution to the Cape May County Board of Taxation and to furnish copies of same to the Township Assessor and Township Solicitor.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-15

Title: **ANNUAL APPROVAL OF EMERGENCY MANAGEMENT COUNCIL**

WHEREAS, the Township Manager is required to annually appoint the Emergency Management Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following persons appointed by Manager James Ridgway are hereby approved as the Emergency Management Council for 2018.

NAME	CATEGORY	NAME	CATEGORY
Erik Simonsen	1	David Perry	1
James Ridgway	2	William Mastriana	2 & 7
Gary Douglass	2 & 8	Eileen Kreis	2
Richard Harron	2	Donna Blackley	4
Gary Playford	2 & 5	Craig Loper	5
Martin Biersbach	7	Kevin Hart	3
Bryan Harron	4 & 9	Lewis Megonigal	4 & 9
David Lepor	4, 8 & 9	Christopher Kobik	2

BE IT FURTHER RESOLVED that the Township Manager appointed Richard Harron as OEM Coordinator and Gary Douglass as Deputy OEM Coordinator for a three year term via Resolution #2016-02 for a term of January 1, 2016 thru December 31, 2018.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-16

Title: **CONFIRMATION OF OFFICIALS FOR JOINT INSURANCE FUND AND MUNICIPAL EXCESS LIABILITY FUND**

WHEREAS, it is necessary for the Township to designate certain persons for the receipt of notices and processing of claims for the Joint Insurance Fund; and

WHEREAS, the Township is desirous of updating the records of the Atlantic County Municipal Joint Insurance Fund with changes.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following persons are named in the capacity listed for the Joint Insurance Fund for 2018 and shall remain in said positions until changed by resolution:

Fund Commissioner	Julie A. Picard
Alt. Fund Commissioner	James Ridgway, Township Manager
Claims Coordinator	Colleen Crippen
Safety Coordinator	Kathleen Brown
Township Clerk	Julie A. Picard

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-17

Title: **AUTHORIZING THE CLERK TO ISSUE BINGO & RAFFLE LICENSES THROUGHOUT 2018 TO QUALIFIED ORGANIZATIONS**

WHEREAS, the Township Clerk receives applications throughout the year from various organizations to conduct bingo and/or raffle games within Lower Township; and

WHEREAS, the below listed applicants have obtained their state registrations from NJ Legalized Games of Chance and have been in good standing with the Township for many years; and

WHEREAS, there appears to be no reason to deny said licenses for 2018 providing all paperwork is completed and required fees have been paid.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Clerk is authorized to issue bingo/raffle licenses for 2018 to the following organizations as applicable throughout the year.

Atlantic Cape Community College
Animal Alliance of Cape May County
Cape May Stage
Cape Regional Medical Center Aux.
Christ Child of CMC
Erma Volunteer Fire Company
Friends of Historic Cold Spring Village
Greater Cape May Elks Lodge #2839
Knights of Columbus
Kiwanis Club of Cape May
Lower Cape May Little League
Lower Cape Hockey Association
Lower Township Optimist Club
Senior Citizens of North Cape May
Lower Township Elementary School
Make a Wish Foundation
National Quilters Assoc of CMC #279
St. John Neumann – St. Raymond's Holy Name Society
St. John Neumann – St. Raymond's Catholic Church
St. John Neumann – St. John of God Alter Rosary Society
St. John Neumann – St. John of God Catholic Church
Townbank Volunteer Fire Company
VFW Post 5343 Lt. Charles Buddy Lewis
Vietnam Vets of America – Chapter #602
Villas Volunteer Fire Company
Wildwood Catholic
Women's Community Club of Cape May

BE IT FURTHER RESOLVED, the Clerk may issue additional Bingo & Raffle Licenses to organizations not listed above upon a valid LGCC ID certificate and all appropriate paperwork and fees.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-18

Title: **DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER FOR LOWER TOWNSHIP**

WHEREAS, in accordance with N.J.A.C. 17:27-3.2, each public agency shall designate an individual to serve as its Public Agency Compliance Officer (P.A.C.O.); and

WHEREAS, the Public Agency Compliance Officer is the liaison between Lower Township and the Division of Public Contracts Equal Employment Opportunity Compliance for all matters concerning implementation and administration of the statute; and

WHEREAS, the Public Agency Compliance Officer is responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and the service providers. The P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that **Margaret Vitelli** be appointed the Public Agency Compliance Officer for the Township of Lower.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-19

Title: **SETTING THE INTEREST RATE FOR DELINQUENT TAXES**

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 3, 2018 at the Township Hall, Villas, New Jersey; and

WHEREAS, R.S. 54:4-67 as amended authorizes municipalities to fix a rate of interest to be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent. Delinquency is to be calculated on the sum of all taxes from year to year and not be calculated on an individual year basis, and N.J.S.A. 40A:5-17.1 provides that a municipality may authorize the cancellation of tax delinquencies of less than Ten ($10.00) Dollars.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that interest be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent in accordance with R.S. 54:4-67 and that the rate of interest shall be eight percent (8%) based on a 365 day year on the first $1,5000.00 of delinquency and eighteen per cent (18%) based on a 365 day a year on any amount in excess of $1,500.00 to be calculated from the date the tax was payable until the date of actual payment. Interest will stay at eighteen per cent (18%) until taxes are completely current. No interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same become payable.

BE IT FURTHER RESOLVED that a penalty of 6% shall be levied against a taxpayer with a delinquency in excess of $10,000.00 who fails to pay the delinquency prior to the end of the calendar year. This 6% penalty shall also apply to delinquency in excess of $10,000.00 to third party lien holders and that an additional penalty shall be levied against tax sale certificates as follows:

> *When the taxes, interest and cost shall exceed the sum of $200.00, such additional sum shall be equal to 2% of such amount paid.*
> *When the taxes, interest and costs shall exceed the sum of $5,000.00, such additional sum shall be equal to 4% of such amount paid; and when that sum exceeds $10,000, such additional sum shall be equal to 6% of such amount paid. This section is retroactive only as to existing municipally held certificates but acts prospectively with regard to certificates held by third parties as of March 28, 1991.*

BE IT FURTHER RESOLVED that the Tax Collector be and hereby is directed to collect interest on delinquents at the aforesaid rate.

BE IT FURTHER RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector is hereby authorized to process, without further action on the part of the Township Council, the cancellation of any property tax delinquency of less than Five ($5.00) Dollars.

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution be provided by the Municipal Clerk to the Tax Collector and the Chief Financial Officer.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

BID PROPOSAL FORM

2016-07 Animal Control
Proposal and Contract Agreement:

The Township of Lower reserves the right to reject any or all bids if it deems it in the best public interest to do so. The undersigned, having read the Scope of Service and specifications attached hereto, hereby agrees to provide the services, as outlined as follows:

Animal Control Service 2017: $53 000 (In Numbers) FIFTY THREE THOUSAND PER YEAR (In Words)

Animal Control Service 2018: $54000 (In Numbers) FIFTY FOUR THOUSAND PER YEAR (In Words)

Animal Control Service 2019: $54000 (In Numbers) FIFTY FOUR THOUSAND PER YEAR (In Words)

SHORE ANIMAL CONTROL SERVICES LLC
Company Name

270738129
Federal I.D. # or Social Security #

73 HOPE CORSON RD SEAVILLE NJ 08230
Address

Signature of Authorized Agent

DR NICK HOLLAND
Type or Print Name

Title: OWNER

609 602 1802
Telephone Number

SEPTEMBER 28 2016
Date

Upon final approval by Resolution this will be the official contract along with the executed purchase order to enter into the agreement for Animal Control Services for the Township of Lower.

Township of Lower Mayor

Municipal Clerk, Julie Picard

Resolution # 2017-35

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-20

Title: **CONTRACT AWARD FOR TOWNSHIP OF LOWER ANIMAL CONTROL SERVICES -- YEAR 2**

WHEREAS, the Township of Lower awarded an Animal Control Service Contract to Shore Animal Control Services, LLC on January 4, 2017 via Resolution #2017-35; and

WHEREAS, in order to extend the contract by one (1) year, Lower Township Council must pass a Resolution approving the extension; and

WHEREAS, the CFO has certified that sufficient funds will be available in the current budget as follows: her signature below:

Appropriation #: 8-01-27-340-299

CFO Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

ANIMAL CONTROL SERVICES

TERM: **January 1, 2018 – December 31, 2018**
AWARD TO: **Shore Animal Control Services, LLC**
TOTAL: **$54,000 for the year 2018 – Year 2 of Proposal**

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

Certification 30316

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2015 to 15-FEB-2022

SHORE VETERINARIAN ANIMAL CONTROL SRVS., L.L.C
73 HOPE-CORSEN RD,
SEAVILLE NJ 08230

Andrew P. Sidamon-Eristoff
State Treasurer

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-21

Title: **ADOPTION OF 2018 TEMPORARY CURRENT BUDGET**

WHEREAS, N.J.S.A. 40A: 4-19 provides that where any contracts, commitments or payments are to be made prior to the final adoption of the 2017 Budget, temporary appropriations should be made by resolution prior to January 30th of the fiscal year; and

WHEREAS, the total of the appropriations so made shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year, excluding appropriations made for interest and debt redemption charges and capital improvement fund; and

WHEREAS, the total appropriations of the 2017 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is $24,679,850.92; and

WHEREAS, 26.25% of the total appropriations in the 2017 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is $6,478,460.87.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the 2018 Temporary Current Budget is set in an amount not to exceed $6,478,460.87.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-22

Title: **AUTHORIZING THE CASH MANAGEMENT PLAN**

WHEREAS, it is in the best interest of the Township of Lower to earn additional revenue through the investment and prudent management of its cash receipts; and

WHEREAS, P.L. 1983, Chapter 8, approved January 18, 1983 is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A: 5-2 and N.J.S.A. 40A5-14; and

NOW, THEREFORE BE IT RESOLVED, that the following shall constitute the Cash Management Plan for the Township of Lower and the Treasurer shall deposit and manage its funds pursuant to this plan:

Definitions

1. Treasurer shall mean the Treasurer of the Township of Lower
2. Fiscal Year shall mean the twelve-month period ending December 31.
3. Cash Management Plan shall mean that plan as approved by resolution.

Designation of Depositories

At least once each fiscal year the governing body shall by resolution designate the depositories for the Township of Lower in accordance with N.J.S.A. 40A: 5-14. In addition to the designation, the Township of Lower may make deposits with the State of New Jersey Cash Management Fund in accordance with N.J.S.A. 40A: 5-14.

Audit Requirement

1. The cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A: 5-4.

Authority to Invest

1. The governing body shall pass a resolution at its first meeting of the fiscal year designating the Township of Lower officials who shall make and be responsible for municipal deposits and investments.

Investment Instruments

1. The Treasurer shall invest at his/her discretion in any investment instrument as approved by the State of New Jersey in accordance with N.J.S.A. 40A: 5-15.1.

Records and Reports

1. The Treasurer shall report all investments in accordance with N.J.S.A. 40:5-15.2.

   At a minimum the Treasurer shall:

   - Keep a record of all investments.
   - Keep cash position records that reveal, on a daily basis, the status of the cash in its bank accounts.
   - Confirm investments with the governing body at the next regularly scheduled meeting.
   - Report monthly to the governing body as to the status of cash balances in bank accounts, revenue collection, interest rates and interest earned.

Cash Flow

1. The Treasurer shall ensure that the accounting system provides regular information concerning the cash position and investment performance.
2. All moneys shall be turned over to the Treasurer and deposited in accordance with N.J.S.A. 40A: 5-15.
3. The Treasurer is authorized and directed to invest surplus funds of the Township of Lower as the availability of the funds permit. In addition, it shall be the responsibility of the Treasurer to minimize the possibility of idle cash by depositing the moneys in interest bearing accounts wherever practical and in the best interest of the Township of Lower.
4. The Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.

Schedule of Statutory Payments

1. Fire Districts are to be paid in accordance with N.J.S.A. 40A: 14-79. Statutory tax payments are made to each district as follows:
   - 21.25% on or before April 1
   - 22.50% on or before July 1
   - 25.00% on or before October 1
   - 31.25% on or before December 31

The Lower Township Fire District No. 2 has requested that their payments be made in the following increments:

- 40% due April 1
- 30% due July 1
- 20% due October 1
- 10% due on or before December 31

Annual Allowance Amounts

The Township of Lower has authorized participation in a flexible spending account for the employees. The flexible spending account allows a portion of the employee's salary to be redirected to provide reimbursement for allowable medical expenses and/or eligible dependent care services. At the beginning of each plan year, a specific dollar amount must be elected. For 2018, the allowable amount is $2,500.00 for medical and $5,000.00 for dependent care reimbursements.

Banking Policies

Periodically, the Treasurer will utilize the competitive contracting process to request proposals from local banking institutions to provide banking services for the Township. This is to assure that banking services being provided to the Township are based on a competitive "bidding" process. The Township will have the option to extend the contract if it is in the best interest of the Township to do so. At least once every year the Treasurer will evaluate current banking services to assure compliance with the specifications contained in the contract and any new services that may become available in the banking industry. A detailed banking policy will be kept in the Office of the Treasurer detailing the Township's specific banking requirements.

Fund Balance Policy

It is in the best interest of the Township to establish a fund balance policy to assure adequate funds are available to mitigate current and future risk, ensure stable tax and utility rates and strengthen the Township's credit worthiness. Regarding the current fund balance, it is the policy of the Township to maintain fund balance at a level of no less than 10% (post utilization in subsequent year budget) to 20% (pre utilization in subsequent year budget) of the current fund budget with an optimal balance equaling two months of current fund expenditures.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-23

Title: **AUTHORIZING PAYMENT OF 2018 DEBT SERVICE**

WHEREAS, the amounts listed below are owed for debt service in the current year 2018 and are due on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for debt service payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, funds for debt service are available in the 2018 budget appropriations for Bond Principal, Bond Interest, Note Interest, Loan Principal and Loan Interest as certified by the Chief Financial Officer _____.

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following debt service payments are hereby authorized:

DATE	TOTAL	PRIN	INT	
1/15/2018	205,900.00		205,900.00	BOND
2/9/2018	24,873.28	21,002.44	3,870.84	LOAN
2/15/2018	9,327.48	7,419.47	1,908.01	LOAN
3/7/2018	27,982.44	23,162.18	4,820.26	LOAN
4/1/2018	1,224,000.00	1,200,000.00	24,000.00	BOND
7/15/2018	1,305,900.00	1,100,000.00	205,900.00	BOND
8/9/2018	24,873.28	21,212.46	3,660.82	LOAN
8/15/2018	9,327.48	7,493.66	1,833.82	LOAN
9/7/2018	27,982.43	23,393.80	4,588.63	BOND
	2,860,166.39	2,403,684.01	456,482.38	

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-24

Title: **DESIGNATION OF OFFICIAL DEPOSITORIES**

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the official depositories for the Township funds shall be: Sturdy Savings & Loan, Crest Savings, Cape Savings, Bank of America, PNC and NJ Cash Management Fund;

BE IT FURTHER RESOLVED that all disbursements by check require two signatures unless noted otherwise and shall be signed by the following officials:

ACCOUNT	AUTHORIZED OFFICIALS
Municipal Court Account – General (One signature required)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account – Bail (One signature required)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Payroll Account (One signature required)	CFO, Asst. Treasurer, Township Clerk, or Asst. Twp. Clerk
Payroll-Flexible Spending Account (One signature required)	CFO, Asst. Treasurer, Township Clerk, Asst. Twp. Clerk or Aflac representative
Tax Redemption Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Tax Premium Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Checking Account	Mayor, Deputy Mayor, Twp. Clerk, Asst. Twp. Clerk, CFO, Asst. Treasurer
Dog Damage Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Unemployment Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Grants Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Revitalization Savings Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Economic Development Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Historic Commission Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Joint Housing Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Police Forfeiture Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Community Police Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

Developer's Escrow Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Harbortown (Escrow Savings)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Online Payment Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

BE IT FURTHER RESOLVED that the use of electronic signatures for the signatures of the Mayor, Township Clerk and Chief Financial Officer is hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-25

Title: **AUTHORIZING PAYMENT OF 2018 ANIMAL SHELTER AND SPAY/NEUTER FEES**

WHEREAS, the amounts listed below are due to Cape May County and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of County fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, Animal shelter payments are charged to appropriation 8-01-27-340-200 as certified by the Chief Financial Officer _____ and are payable as follows:

$ 17,828.00 due 2/01//2018 Annual Spay/Neuter fees
$ 27,861.50 due 3/15/2018 1st Qtr Shelter fees
$ 27,861.50 due 5/15/2018 2nd Qtr Shelter fees
$ 27,861.50 due 8/15/2018 3rd Qtr Shelter fees
$ 27,861.50 due 11/15/2018 4th Qtr Shelter fees

NOW, THEREFORE BE IT RESOLVED by the Township Council that the aforementioned payments to Cape May County are hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPLE						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

Schedule A
LOWER TOWNSHIP

Schedule A establishes the financial requirements for municipal and County participation. Each increment is based upon a full 12 months at each step, beginning on January 1st and ending on December 31st of each year. Payment of Operating Contract Costs shall be made quarterly on the same schedule as tax disbursement to the County. The contribution to the County Spay and Neuter fund shall be made in a lump sum on or before February 1st of each year.

Year	Annual Spay/Neuter Fund Contribution	Operating Contract Payment 1	Operating Contract Payment 2	Operating Contract Payment 3	Operating Contract Payment 4	Operating Contract Total
2016	$ 17,828.00	$ 26,742.25	$ 26,742.25	$ 26,742.25	$ 26,742.25	$ 106,969.00
2017	$ 17,828.00	$ 27,296.25	$ 27,296.25	$ 27,296.25	$ 27,296.25	$ 109,185.00
2018	$ 17,828.00	$ 27,861.50	$ 27,861.50	$ 27,861.50	$ 27,861.50	$ 111,446.00
2019	$ 17,828.00	$ 28,438.00	$ 28,438.00	$ 28,438.00	$ 28,438.00	$ 113,752.00
2020	$ 17,828.00	$ 29,026.00	$ 29,026.00	$ 29,026.00	$ 29,026.00	$ 116,104.00

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-26

Title: **RESOLUTION TO DEFER REGIONAL SCHOOL TAX**

WHEREAS, by statute, when a municipality raises school taxes on a school year basis, an amount of not more than 50% of the school levy may be deferred to the following year, and

WHEREAS, the 2017 Regional School Levy was $13,783,194 and not more than 50% is $6,891,597.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, the governing body thereof, that it desires to defer regional school taxes to the year 2018 in the amount of $6,891,597.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-27

Title: **AUTHORIZING PAYMENT FOR 2018 REGIONAL SCHOOL TAXES**

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2018 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #8-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer _____.

SCHOOL TAXES DUE 1/15/18	$ 1,378,319.40
SCHOOL TAXES DUE 2/15/18	$ 1,378,319.40
SCHOOL TAXES DUE 3/15/18	$ 1,378,319.40
SCHOOL TAXES DUE 4/15/18	$ 1,378,319.40
SCHOOL TAXES DUE 5/15/18	$ 1,378,319.40
TOTAL PAYMENT DUE 1/1/18 - 7/31/18	$ 6,891,597.00

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the above Regional School Tax payments are hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-28

Title: **AUTHORIZING PAYMENT TO LOWER TOWNSHIP BOARD OF EDUCATION**

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2018 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #8-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer _____.

SCHOOL TAXES DUE 1/1/18	$ 1,696,056.60
SCHOOL TAXES DUE 2/1/18	$ 1,696,056.60
SCHOOL TAXES DUE 3/1/18	$ 1,696,056.60
SCHOOL TAXES DUE 4/1/18	$ 1,696,056.60
SCHOOL TAXES DUE 5/1/18	$ 1,696,056.60
TOTAL PAYMENT DUE 1/1/18 - 7/31/18	$ 8,480,283.00

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the above Lower Township Board of Education payments are hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-29

Title: **AUTHORIZING PAYMENT OF 2018 PENSION AMOUNTS DUE**

WHEREAS, the amounts listed below are due to NJ Pensions and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of Employer share of PERS and PFRS fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner, and

WHEREAS, PERS Pension contributions and PFRS Pension contributions are budgeted and sufficient funds available as follows as certified by the Chief Financial Officer _____ payable as follows:

$634,882 to 8-01-36-471-500 PERS PENSION due 4/1/2018
$977,090 to 8-01-36-475-500 PFRS PENSION due 4/1/2018

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the above payments to the State of New Jersey are hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-30

Title: **AUTHORIZATION FOR PUBLIC BIDDING**

WHEREAS, the Township OF Lower is required to publicly bid certain items during the course of the year in accordance with the Local Public Contracts Law; and

WHEREAS, the Township may also desire to obtain public bids on certain other items that may become necessary during the course of the year but which are not required to be publicly bid.

NOW, THEREFORE, BE IT RESOLVED:

That Margaret Vitelli, Lower Township's Qualified Purchasing Agent is hereby authorized to obtain public bids as necessary for items or services in 2018 as they become necessary in accordance with the Local Public Contract Law.

BE IT FURTHER RESOLVED that all contracts awarded through public bidding be made a Resolution of the Township Council with the required Chief Financial Officer's certification as to the availability of funds for the items/services to be procured.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-31

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM

STATE OF NEW JERSEY
COUNTY OF CAPE MAY

We, members of the governing body of the TOWNSHIP OF LOWER being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the MAYOR AND COUNCIL of the Township of Lower in the county of Cape May;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

_____
Thomas Conrad, Council Ward 1

_____
David Perry, Council Ward 2

_____
Rolland Roy, Jr., Council Ward 3

_____
Frank Sippel, Deputy Mayor

_____
Erik Simonsen, Mayor

Sworn to and subscribed before me this
3rd day of January, 2018
Notary Public of New Jersey

_____
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-32

Title: **CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR**

WHEREAS, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code; and

WHEREAS, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition; and

WHEREAS, the properties listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

WHEREAS, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
101	25	Steere, Ethel Mae	148 E. Bates Ave	$ 400.00	$ 500.00	$ 900.00
					TOTAL	**$ 900.00**

WHEREAS, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018

Julie A Picard, Township Clerk

Memo

To: Julie Picard, Clerk

From: Walter Fiore, Code Enforcement Officer

Subject: Liens for Lot Clearings

Date: **12/18/2017**

CC: File

I respectfully request liens be placed on the properties listed below for lot clearing charges incurred by the Township.

Please note the Township cost to be added to all liens is $500.00

BLK/LOT	Name (As Assessed)	Amount	Property Location
101 / 25	STEERE, ETHEL MAE	$400.00	148 E BATES AVE

Township of Lower

Code Enforcement
2600 Bayshore Road
Villas NJ 08251

(609)-886-2624

Summer

NOTICE OF VIOLATION AND ORDER TO CORRECT IDENTIFICATION

Reference Number: 10013384 | Notice Date: 06/05/2017 | Comply Date: 06/15/2017

Name: STEERE, ETHEL MAE
Address: 148 E BATES AVENUE
VILLAS, NJ 08251
Phone:

Block: 101 Lot : 25 Qual :
Site Address: 148 E BATES AVENUE
LOWER TOWNSHIP

PLEASE TAKE NOTICE that as a result of an inspection of the above refernced property conducted by this agency, a violation of Lower Township codes has been found to exist. You are hereby ordered to correct the violations below wthin the comply date. Your failure to comply with this Notice of Violation and Order to Correct shall result in the issuance of a summons in the Lower Township Municipal Court and subject you to fines in the possible amount of $300.00 for each day the violation exist. Further, your failure to correct the violation may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property. If you correct this violation by the compliance date and the violation occurs again within 60 days, you will be issued a summons without another notice of violation as a continuing violation of the Lower Township Property Maintenance Code, which will subject you to additional fines of up to $500.00 per day for a second offense and up to $1,000.00 per day for a third offense for each day that the violation continues. Further, it may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CODE ENFORCEMENT AT 609-886-2624. Thank you for your cooperation

VIOLATION LISTINGS

Violation No.	Violation Date	Corrected Date	Violation Description
633-21 Remove RV from property unlicensed.	06/05/2017		633-2 INOPERABLE VEHICLES : ALL INOPERABLE VEHICLES ON PROPERTY MUST BE REMOVED
302.4	06/05/2017		High grass & weeds on property need to be cut
302.1 Remove trash and debris	06/05/2017		PM-302.1 Sanitation: All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.
302.7 Fence in disrepair	06/05/2017		PM-302.7 Accessory structures: All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

Violation Comments.

Sincerely,

Brian Neill (609)886-2624 Ext.180

Date 06/5/17

COURT I.D.	PREFIX	COMPLAINT NUMBER
0505	SC	012993

Complaint

LOWER TOWNSHIP
MUNICIPAL COURT
401 Breakwater Road
Erma, NJ 08204

The State of New Jersey
(Please Print) **vs.**

Defendant's Name: First Ethel Initial MAE Last Steere

Address 148 E Bates Ave City

State NJ Zip Code 08251 Telephone: Vilcas

Birth Date: Mo. Day Yr. Sex CODE Eyes CODE Height Restrictions CODE

DL #

State Exp. Date

STATE OF NEW JERSEY
COUNTY OF CAPE MAY } SS:

COMPLAINT

Complaining Witness: Brian Neill (Name)

of Twp. of Lower Code Enforcement (Identify Dept./Agency Represented) (Badge No.)

Residing at 2600 Bayshore Road

by certification or on oath, says that to the best of his/her knowledge or information and belief, the named defendant on or about the

7 (Month) 20 (Day) 17 (Year) 1400 (Time)

in LOWER TOWNSHIP 0505 County of CAPE MAY NJ

did commit the following offense:

Failure to Maintain Property Exterior Conditions (DESCRIPTION OF OFFENSE)

in violation of (one charge only) 302.1 (Statute, Regulation or Ordinance Number)

LOCATION OF OFFENSE	148 E	Describe Location Bates Ave

OATH: Subscribed and sworn to before me this ____ day of _____, yr. ____

(Signature of Complaining Witness)

(Signature of Person Administering Oath)

OR

CERTIFICATION: I certify that the fore-going statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

7/20/17 (Date)

(Signature of Complaining Witness)

PROBABLE CAUSE DETERMINATION FOR ISSUANCE OF PROCESS:

COURT USE ONLY	LAW / CODE ENFORCEMENT USE ONLY
Probable cause is found for the issuance Of this Complaint-Summons Yes / No (Signature of Judicial Officer) Yes / No (Signature of Judge)	☐ The complaining witness is a law enforcement officer or a code enforcement officer with territorial and subject matter jurisdiction and a judicial probable cause determination is not required prior to the issuance of this Complaint-Summons.

SUMMONS

YOU ARE HEREBY SUMMONED TO APPEAR

BEFORE THIS COURT TO ANSWER THIS COMPLAINT. IF YOU FAIL TO APPEAR ON THE DATE AND AT THE TIME STATED, A WARRANT MAY BE ISSUED FOR YOUR ARREST.

NOTICE TO APPEAR

☑ COURT APPEARANCE REQUIRED	COURT DATE	Month	Day	Year	Time	AM PM
		8	8	17	9:00	

7/20/17 (Date Summons Issued)

(Signature of Person Issuing Summons)

Complaint-Summons SF (9/09)

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-33

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature _____that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Kevin Boyle, Jr. in the amount of **$1,681.34** is authorized and chargeable to the 2017 Budget account 7-01-25-240-122.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held January 3, 2018.

_____
Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: **Chief William Mastriana**

FROM: **Ptlm. Kevin Boyle**

DATE: **12/18/2017**

SUBJECT: **Comp Time Request**

Sir,
I am respectfully requesting to cash in 50 hours of accumilated comp time.

Respectfully Submitted,

Kevin Boyle #188
Patrolman Badge 188

C *File*

Date	*Officer*	*Comments*

33.6267
x 50

1681.34

2

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-34

Title: **AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME**

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature _____that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Anthony Micciche in the amount of **$11,007.14** is authorized and chargeable to the 2017 Budget account 7-01-25-240-122.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held January 3, 2018.

_____
Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: CHIEF WILLIAM MASTRIANA

FROM: PTLM. ANTHONY MICCICHE

DATE: 12/17/2017

SUBJECT: COMP. TIME REQUEST

Sir,

I am respectfully requesting to cash in 450 hours of accumilated comp time.

Respectfully Submitted,

#198

Anthony M. Micciche
Patrolman Badge 198

C *File*

Date	*Officer*	*Comments*

450
× 24.4603
11,007.14

3

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-35

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature _____that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to **Jordan Saini** in the amount of **$2,446.03** is authorized and chargeable to the 2017 Budget account 7-01-25-240-122.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held January 3, 2018.

_____
Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana

THRU: Lt. William Priole

FROM: Patrolman Jordan C. Saini

DATE: 12-15-2017

SUBJECT: Comp Time buy out

Sir,
I am respecfully requesting to submit this letter to payroll requesting a buy out of 100 hours accrued comp time. Thank you for your time and consideration in this matter.

Respectfully Submitted,

Jordan C. Saini
Patrolman Badge 196

C *File*

Date	*Officer*	*Comments*
12/15/17		Fwd to Chief
12/20/17	Chief	forward to township

24.4603
x 100
2446.03

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-36

Title: **AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME**

WHEREAS, the employees listed on the attached schedule have accrued sick time due from the Township and per the Township Employee Personnel Policy Manual and/or union contract, the Township will, at the employees request, annually buy back a maximum of five (5) days of unused sick leave in December of any year, from employees who have not used more than the amount of sick days as determined in the manual and/or union contracts; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature _____ that adequate funding is available for such payment in the 2017 budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that payment to the employees listed on the attached schedule not to exceed the amount of **$47,328.11** is authorized and chargeable to the 2017 Budget.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

Budget Distribution	Employee	Hours	Hourly Rate	Total
BOCA	Donald Arndt	35	30.2087912	$1,057.31
BOCA	Rose Moore	35	27.1443	$950.05
Buildings	Don Douglass	40	25.7337	$1,029.35
Buildings	Keith Palek	40	24.4656	$978.62
Clerk	Elizabeth Greenway	35	20.4963	$717.37
Clerk	Julie Picard	35	51.306	$1,795.71
Clerk	Karen Fournier	35	26.2956	$920.35
DPW	Howard Bailey	40	38.5148	$1,540.59
DPW	Alec Vanderlinden	40	16.501458	$660.06
DPW	Allen Magnavita	40	25.539678	$1,021.59
DPW	David McFeeters	40	25.851	$1,034.04
DPW	Steven Micchiche	40	16.7418	$669.67
DPW	Gerald Finnegan	40	33.403	$1,336.12
DPW	Kathryn Delvecchio	35	22.2113	$777.40
DPW	Gary Douglass	40	49.156	$1,966.24
DPW	David Lepor	40	37.899528	$1,515.98
dpw	Stephen Lonergan	40	30.67	$1,226.80
DPW	John MacCarter	40	24.7009	$988.04
DPW	Linda Thomas	35	29.501	$1,032.54
DPW	Robert Thomas III	40	28.1796	$1,127.18
DPW	Thomas Solenski	40	30.8663	$1,234.65
DPW	Nicholas Jansinski	40	16.1778	$647.11
Finance	Lauren Read	35	55.9022	$1,956.58
Finance	Colleen Crippen	35	44.648	$1,562.68
Assessor	Jonathan Munro	35	16.9314	$592.60
Assessor	Jen Dowe	35	44.763	$1,566.71
Manager	Eileen Kreis	35	29.6385	$1,037.35
Manager	James Ridgeway	40	51.4423	$2,057.69
Planning	Lisa Schubert	35	29.854	$1,044.89
Planning	William Galestock	35	49.891158	$1,746.19
Police	Dallas Bohn	40	45.3696	$1,814.78
Police	Michael lames	40	26.297	$1,051.88
Police	Brian McEwing	40	45.3696	$1,814.78
Recreation	Phyllis Muldoon	35	19.1732	$671.06
Recreation	Mitchell Plenn	35	37.9712	$1,328.99
Recreation	Ryan Devine	12	12.92	$155.04

Budget Distribution	Employee	Hours	Hourly Rate	Total
Recreation	Bruce Fournier	22	24.2754	$534.06
Recreation	Rocco Sansone	40	13.02	$520.80
Recreation	Milly Scope	40	13.02	$520.80
Recreation	Vernon Kline	40	13.23	$529.20
Tax Collector	Susan Jackson	35	51.364344	$1,797.75
Tax Collector	Sheila Smith	35	22.786	$797.51
				$47,328.11

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-37

Title: **AUTHORIZATION TO WAIVE INTEREST ON TAXES DUE ON A COUNTY OWNED PROPERTY**

WHEREAS, the Township of Lower adopted Resolution #2013-271 entering into a Memorandum of Agreement with the County of Cape May and the Delaware River and Bay Authority regarding real estate tax at the Cape May County Airport and Industrial Park; and

WHEREAS, the memorandum of agreement allows for the waiving of interest on tax payments upon certain conditions; and

WHEREAS, the following property has tax payments due and the Township of Lower has agreed to waive interest as indicated on the attached notice.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey the total interest due for the property knows as Block 410.01, Lot 36.19 in the amount of $5,085.02 on the attached notice is hereby waived and will be cancelled by the tax collector.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TAX DELINQUENT NOTICE
Lower Township
2600 Bayshore Road
Villas, NJ 08251

Phone: (609)886-2005 Ext: 120 Fax: (609)886-0910

Prop Loc: AIRPORT BLDG 98
Block/Lot: 410.01 36.19
Account Id: 00005193
Bank Code:
Notice Date: 12/26/17
Interest Through: 01/03/18

CAPE MAY COUNTY
MID-ET MARINE
11615 1/2 COASTAL HWY, SUITE D
OCEAN CITY, MD 21842

	Yr/Prd		Principal	Interest	Total
Taxes	14	1	941.64	295.47	1,237.11
	14	2	558.36	164.03	722.39
	14	2	383.28	253.35	636.63
	14	3	928.26	571.81	1,500.07
	14	4	928.26	530.04	1,458.30
	15	1	934.95	491.78	1,426.73
	15	2	934.95	449.71	1,384.66
	15	3	998.20	435.22	1,433.42
	15	4	998.20	390.30	1,388.50
	16	1	966.58	334.44	1,301.02
	16	2	966.57	290.94	1,257.51
	16	3	1,030.98	263.93	1,294.91
	16	4	1,030.97	217.53	1,248.50
	17	1	998.78	165.80	1,164.58
	17	2	998.77	120.85	1,119.62
	17	3	1,026.38	78.00	1,104.38
	17	4	1,026.37	31.82	1,058.19
Total Taxes					20,736.52
TOTAL DUE					20,736.52

TAX DELINQUENT NOTICE
Lower Township

Notice Date: 12/26/17
Interest Thru: 01/03/18

Type	Principal	Interest	Total
Taxes	15,651.50	5,085.02	20,736.52
Total	15,651.50	5,085.02	20,736.52

CAPE MAY COUNTY
MID-ET MARINE
11615 1/2 COASTAL HWY, SUITE D
OCEAN CITY, MD 21842

Prop Loc: AIRPORT BLDG 98
Block/Lot: 410.01 36.19
Account Id: 00005193
Bank Code:

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-38

Title: **ANNUAL APPROVAL OF PETTY CASH FUNDS**

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash fund; and

WHEREAS, it is the desire of the Township Council of the Township of Lower, County of Cape May to approve the following petty cash funds:

Location	Amount	Custodian
Treasurer's Office	$100.00	Lauren Read, CFO Colleen Crippen, Asst. Treas.
Police Department	$550.00	Chief William Mastriana Captain Martin Biersbach

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves the use of petty cash funds as defined by N.J.S.A. 40A:5-21.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-39

Title: **RE-APPOINTMENT OF CLASS II MEMBER TO THE PLANNING BOARD**

WHEREAS, Jennifer Dowe holds the Class II position on the Lower Township Planning Board, and her appointment expired December 31, 2017; and

WHEREAS, Jenifer Dowe, Lower Township Tax Assessor, has requested re-appointment to the Planning Board in the Class II capacity.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following person is hereby re-appointed to the Lower Township Planning Board

Name	**Type/Class**	**Exp. Date**
Jennifer Dowe	Class II	December 31, 2018

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

P.O. Type: All
Range: First to Last
Format: Condensed

Include Project Line Items: Yes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00011 ACE PLUMBING&ELECTRICAL SUPP*							
17-03263	12/13/17	BALLASTS FOR GYMNASIUM	Open	158.40	0.00		
00110 ANCO HOME CENTER*							
17-02432	09/19/17	WASP/HORNET KILLER	Open	1.99	0.00		
17-03173	12/05/17	MEETING SUPPLIES	Open	11.16	0.00		
17-03229	12/11/17	KEYS - FOSTER HOUSE	Open	7.47	0.00		
				20.62			
00153 ATLANTIC CITY ELECTRIC*							
17-03257	12/12/17	NOVEMBER STREET LIGHTS	Open	28,067.59	0.00		
17-03355	12/27/17	ELECTRIC	Open	15,152.27	0.00		
				43,219.86			
00179 AVERY TEITLER*							
17-03300	12/18/17	RESOLUTIONS	Open	450.00	0.00		
00323 JOHN BEERS							
17-03314	12/19/17	CONTRACTUAL REIMBURSEMENT-M	Open	582.16	0.00		
00404 STEVE'S LAWNCARE*							
17-03247	12/12/17	148 E Bates Lot Clearing	Open	400.00	0.00		
00443 BSN SPORTS INC*							
17-02792	10/31/17	WRESTLING SINGLETS	Open	3,000.00	0.00		
17-03017	11/14/17	PYLON & PAD ZIPPER CLOSURE	Open	1,571.93	0.00		
17-03184	12/06/17	GORILLA MAT TAPE - WRESTLING	Open	290.55	0.00		
				4,862.48			
00651 MUNICIPAL UTIL AUTH DUMP FEES							
17-03261	12/13/17	NOVEMBER TIPPING	Open	66,964.40	0.00		
00784 CAPE MAY STAR & WAVE							
17-03279	12/15/17	LEGAL PUBLICATIONS	Open	228.70	0.00		
17-03310	12/19/17	LEGAL PUBLICATION 12-13-17	Open	40.30	0.00		
				269.00			
00825 COMCAST*							
17-03320	12/21/17	FIRE SAFETY 8499050090215761	Open	124.85	0.00		
17-03365	12/28/17	INTERNET SERVICE -	Open	833.52	0.00		
				958.37			
00981 COLLINS IRON WORKS*							
17-02560	10/02/17	REPLACE FENCE @ DOUGLASS PARK	Open	8,700.00	0.00		
00991 COLONIAL ELECTRIC SUPPLY*							
17-02191	08/16/17	ELECTRIC SUPPLIES	Open	165.40	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01171 VERIZON WIRELESS - TOWNHALL							
17-03302	12/18/17	IPHONE BILL 10/29/17-11/28/17	Open	748.07	0.00		
01201 DELL CORPORATION*							
17-03137	11/30/17	DELL WARRANTY EXTENTION	Open	4,436.48	0.00		
01389 EDDIE'S AUTO BODY*							
17-03053	11/21/17	PATROL UNIT 122 REPAIR	Open	1,824.57	0.00		
01577 MIKE FLINN**							
17-03311	12/19/17	FALL SESSION PAYMENT JUDO	Open	1,440.00	0.00		
01600 ORVILLE E FOWLER							
17-03341	12/27/17	CONTRACTUAL REIMBURSEMENT-M	Open	670.00	0.00		
01657 GOPHER SPORT*							
17-03157	12/04/17	BASKETBALL PINNIES	Open	108.46	0.00		
01837 ROBERT HODSDEN							
17-03322	12/22/17	CONTRACTUAL REIMBURSEMENT-M	Open	346.83	0.00		
02247 LAWSON PRODUCTS, INC.*							
17-02437	09/19/17	SUPPLIES FOR GARAGE/DEC.	Open	699.92	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE							
17-03219	12/11/17	CHAMBER LUNCHEON 12/14/2017	Open	60.00	0.00		
02461 JOHN MAHER							
17-03301	12/18/17	CONTRACTUAL REIMBURSEMENT-M	Open	2,248.56	0.00		
03021 NJ MOTOR VEHICLE COMMISION							
17-03366	12/28/17	NEW VEHICLE REG	Open	60.00	0.00		
03076 NJLM							
17-02765	10/25/17	LEAGUE OF MUNICIPALITIES 2017	Open	65.00	0.00		
03226 OLD DOMINION BRUSH CO.*							
17-02838	11/06/17	LEAF TRUCK PARTS	Open	1,048.07	0.00		
03285 PARA PLUS TRANSLATIONS,INC.*							
17-03182	12/06/17	SPANISH INTERPRETER 11/21/17	Open	182.48	0.00		
03293 BLAINE PAYNTER							
17-03323	12/22/17	CONTRACTUAL REIMBURSEMENT-M	Open	50.00	0.00		
03305 PEDRONI FUEL*							
17-03369	12/28/17	NO LEAD GAS	Open	307.82	0.00		
03460 V.E. RALPH & SON, INC.*							
17-03002	11/13/17	RESPIRATOR MASKS	Open	808.00	0.00		
03518 RIGGINS, INC.*							
17-03287	12/15/17	OFF HIGHWAY DIESEL	Open	672.69	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03573 SAFETY-KLEEN CORP*							
17-01757	06/21/17	EQUIP MAINTENANCE/JULY	Open	411.40	0.00		
03611 SERVICE TIRE TRUCK CENTERS*							
17-02268	08/28/17	TIRES/RDS/SANT/RECY/NOV.	Open	5,889.24	0.00		
17-02269	08/28/17	TIRES/RDS/SANT/RECY/DEC	Open	5,976.38	0.00		
				11,865.62			
03692 SOUTH JERSEY GAS CO*							
17-03255	12/12/17	DEC ENCUMBER	Open	4,467.08	0.00		
03799 LINDA THOMAS							
17-03307	12/18/17	REFUND FOR REGISTRATION	Open	15.00	0.00		
03914 ULINE INC*							
17-03096	11/28/17		Open	105.37	0.00		
03954 VAN NOTE-HARVEY ASSOCIATES*							
17-02751	10/25/17	RES 2017-281 TAX MAP	Open	20,708.00	0.00		B
03969 VERIZON							
17-03350	12/27/17	PHONE SERVICE	Open	242.48	0.00		
03992 VAL-U AUTO PARTS LLC*							
17-02275	08/28/17	RDS/SIGNS/RECY/DPW/NOV	Open	3,291.39	0.00		
04037 DOUGLASS WHITTEN							
17-03344	12/27/17	TRAINING MEALS	Open	50.00	0.00		
17-03345	12/27/17	POSTAGE	Open	23.75	0.00		
				73.75			
04080 WINNER FORD*							
17-02133	08/07/17	2018 POLICE INTERCEPTOR SUV	Open	26,951.00	0.00		
04216 PRIVATE ISLAND EMBROIDERY*							
17-03133	11/30/17	HATS	Open	156.00	0.00		
04300 W B MASON CO INC*							
17-03186	12/06/17	OFFICE SUPPLIES	Open	434.93	0.00		
04327 SHI INTERNATIONAL CORP*							
17-03128	11/30/17	BARRACUDA BACKUP	Open	14,807.48	0.00		
05083 SJSHORE MARKETING LIMITED							
17-03212	12/08/17	CONSTRUCTION PERMIT NOTICE	Open	220.00	0.00		
6071 UNITED UNIFORMS LIMITED LIAB*							
17-02961	11/09/17	UNIFORM ORDER	Open	359.95	0.00		
7110 DEBORAH QUINN							
17-03352	12/27/17	CONTRACTUAL REIMBURSEMENT-M	Open	280.35	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7119 ENGINEERING DESIGN ASSOC*							
15-01760	07/06/15	2014-323 COASTAL RESIL 250KDNE	Open	15,442.50	0.00		
7181 JENNIFER KELLY,PHD,LLC*							
17-03097	11/28/17	PRE-EMPLOYMENT EVAL	Open	1,200.00	0.00		
7199 STAPLES CREDIT PLAN-INSTORE PU							
17-02646	10/11/17	EVIDENCE STORAGE	Open	727.58	0.00		
17-02803	11/01/17	CORK BOARDS	Open	1,557.97	0.00		
17-03045	11/17/17	OFFICE SUPPLIES	Open	617.41	0.00		
17-03082	11/28/17	SUPPLIES /DPW	Open	201.49	0.00		
17-03083	11/28/17	OFFICE SUPPLIES-COURT	Open	56.25	0.00		
17-03105	11/29/17	OFFICE SUPPLIES	Open	119.92	0.00		
17-03188	12/06/17	OFFICE SUPPLIES	Open	1,241.01	0.00		
17-03213	12/08/17	AQUATIC /OFFICE SUPPLIES	Open	40.72	0.00		
17-03269	12/13/17	OFFICE SUPPLIES	Open	1,006.08	0.00		
				5,568.43			
7508 BLANEY & KARAVAN PC*							
17-00220	01/23/17	RES#17-47 TAX APPEAL ATTORNEY	Open	287.50	0.00		B
7568 AMERICAN FURNITURE RENTALS*							
17-00473	02/15/17	COURT RENTAL FURNITURE	Open	358.40	0.00		B
7636 MOTT MACDONALD LLC*							
17-03289	12/18/17	PROFESSIONAL ENGINEERING	Open	666.10	0.00		
17-03290	12/18/17	PROFESSIONAL ENGINEERING	Open	189.70	0.00		
17-03291	12/18/17	PROFESSIONAL ENGINEERING	Open	121.95	0.00		
17-03292	12/18/17	PROFESSIONAL ENGINEERING	Open	609.75	0.00		
17-03293	12/18/17	PROFESSIONAL ENGINEERING	Open	135.50	0.00		
17-03294	12/18/17	PROFESSIONAL ENGINEERING	Open	108.40	0.00		
17-03295	12/18/17	PROFESSIONAL ENGINEERING	Open	13.55	0.00		
17-03296	12/18/17	PROFESSIONAL ENGINEERING	Open	487.80	0.00		
17-03297	12/18/17	PROFESSIONAL ENGINEERING	Open	243.90	0.00		
17-03298	12/18/17	PROFESSIONAL ENGINEERING	Open	121.95	0.00		
17-03299	12/18/17	PROFESSIONAL ENGINEERING	Open	697.35	0.00		
				3,395.95			
7728 SOUTH JERSEY ENERGY							
17-03368	12/28/17	GAS BILL	Open	2,595.87	0.00		
7806 ESCAPE THE CAPE							
17-01959	07/20/17	RETURN OF UNUSED ESCROW	Open	5,863.75	0.00		
7822 WOODBURY CITY POLICE							
17-02486	09/22/17	12-14-17 EMOTIONAL SURVIVAL	Open	550.00	0.00		
7865 H4 ENTERPRISES, LLC*							
17-03088	11/28/17	RES 17-313 RECONSTR OLD RT.109	Open	87,920.70	0.00		B
7875 VITALITY NUTRITION AND WELLNES							
17-03268	12/13/17	WELLNESS FAIR - COOKING	Open	250.00	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7877 MARISA BROWN							
17-03308	12/18/17	REFUND FOR REGISTRATION	Open	15.00	0.00		
NJSCO NJ SEX CRIMES OFFICERS ASSOC*							
17-02203	08/21/17	TRAINING 11/29/17 - 12/1/17	Open	350.00	0.00		
PRESS PRESS OF ATLANTIC CITY							
17-03169	12/05/17	LEGAL AD - BEACH DRIVE	Open	102.48	0.00		

Total Purchase Orders: 87 Total P.O. Line Items: 0 Total List Amount: 350,818.02 Total Void Amount: 0.00

TOWNSHIP OF LOWER, COUTNY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-40

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	PO#	Description	CK #	Amount
CMC Treasurer	17-03228	DPS Building Pymt	61377	$ 143,847.50
CMC Treasurer	17-03367	In Lieu of Tax	61379	$ 536.11

TOTAL Manual Checks	$ 144,383.61
TOTAL Computer Generated	$ 350,818.02
TOTAL BILL LIST	$ 495,201.63

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIPOF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-41

Title: **APPROVAL OF ANNUAL CONTRIBUTION TO VOLUNTEERS IN MEDICINE**

WHEREAS, Volunteer in medicine of Cape May County's primary mission is to understand and serve the health and wellness needs of the medically uninsured or under-served population living or working in Cape May County; and

WHEREAS, VIM has begun a Municipal Partners Program to create a permanent symbolic relationship between the VIM clinic and the sixteen municipalities; and

WHEREAS, VIM has requested each municipality donate fifty cents ($0.50) for each taxable line to the program to help with specialized services for eye care, pediatrics and podiatry in addition to the primary care being offered.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize and approve a contribution of $7,690. for the year 2018.

BE IT FURTHER RESOLVED that the CFO, Lauren Read is hereby authorized to issue a check to Volunteers in Medicine for $7,690 chargeable to budget line Council Special Projects 01-20-110-281 where sufficient funds are available as evidenced by her signature.

Lauren Read, CFO

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-42

Title: **BID ACCEPTANCE AND AWARD FOR BEACH DRIVE PEDESTRIAN SAFETY IMPROVEMENTS**

WHEREAS, the Notice to Bidders for Beach Drive Pedestrian Safety Improvements in Lower Township, was advertised on December 06, 2017 and accepted on December 28, 2017 at 10:00 a.m. prevailing time; and

WHEREAS, Seven (7) sealed bids were submitted and reviewed by Mark Sray of Mott MacDonald, the QPA and Director of Public Works Gary Douglass; and

WHEREAS, Asphalt Paving Systems Inc. was the lowest qualified bidder, complied with the specifications and supplied all required bid documents; and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation #: Ord #17-10 C-04-55-420-110

Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

AWARD TO: **Asphalt Paving Systems, Inc.**
TOTAL: **$1,967,700.00**
As per Unit Price (see attached)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPLE						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

BID

to the

TOWNSHIP OF LOWER
CAPE MAY COUNTY, NEW JERSEY
BEACH DRIVE PEDESTRIAN SAFETY IMPROVEMENTS
CONTRACT NO. M-12

SCHEDULE OF BASE BID ITEMS

		AMOUNT
ITEM 1	**PROJECT MOBILIZATION AND DEMOBILIZATION** Fifty Thousand Dollars	$ 50,000.00
ITEM 2	**MUNICIPAL CONSTRUCTION SIGN** 10 UNITS @ $ 150.00 Per UNIT One Hundred Fifty Dollars and Zero Cents (WRITE UNIT PRICE for Item 2 in Words and Numbers)	$ 1,500.00
ITEM 3	**TRAFFIC CONTROL PLAN AND DEVICES** The Lump Sum Price of $ 20,000.00 Twenty Thousand Dollars and Zero Cents (WRITE LUMP SUM PRICE for Item 3 in Words and Numbers)	$ 20,000.00
ITEM 4	**FOR THE ALLOWANCE OF FUEL PRICE ADJUSTMENT (IF AND WHEN REQUIRED)** Eight Thousand Dollars	$ 8,000.00
ITEM 5	**FOR THE ALLOWANCE OF ASPHALT PRICE ADJUSTMENT (IF AND WHEN REQUIRED)** Ten Thousand Dollars	$ 10,000.00
ITEM 6	**EXCAVATION, TEST PIT** 15 UNITS @ $ 200.00 Per UNIT Two Hundred Dollars and Zero Cents (WRITE UNIT PRICE for Item 6 in Words and Numbers)	$ 3,000.00

ITEM 7 **EXCAVATION, UNCLASSIFIED**

3,740 CY @ $ 30.00 Per CY $ 112,200.00

Thirty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 7 in Words and Numbers)

ITEM 8 **NJDOT NO. 57 STONE, IF AND WHERE DIRECTED**

100 CY @ $ 30.00 Per CY $ 3,000.00

Thirty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 8 in Words and Numbers)

ITEM 9 **SOIL AGGREGATE BASE COURSE, TYPE I-5, VARIABLE THICKNESS, IF AND WHERE DIRECTED**

300 CY @ $ 12.00 Per CY $ 3,600.00

Twelve Dollars and Zero Cents
(WRITE UNIT PRICE for Item 9 in Words and Numbers)

ITEM 10 **RECONSTRUCTED SOIL AGGREGATE BASE COURSE**

25,840 SY @ $ 5.00 Per SY $ 129,200.00

Five Dollars and Zero Cents
(WRITE UNIT PRICE for Item 10 in Words and Numbers)

ITEM 11 **HOT MIX ASPHALT 19M64 BASE COURSE, 2.5" THICK**

4,300 TONS @ $ 58.00 Per TON $ 249,400.00

Fifty Eight Dollars and Zero Cents
(WRITE UNIT PRICE for Item 11 in Words and Numbers)

ITEM 12 **HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 1.5" THICK**

2,600 TONS @ $ 65.00 Per TON $ 169,000.00

Sixty Five Dollars and Zero Cents
(WRITE UNIT PRICE for Item 12 in Words and Numbers)

ITEM 13 **HOT MIX ASPHALT DRIVEWAY, 6" THICK**

70 SY @ $ 60.00 Per SY $ 4,200.00

Sixty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 13 in Words and Numbers)

ITEM 14 **10"Ø AND 12"Ø DUCTILE IRON PIPE, CLASS 56**

100 LF @ $ 100.00 Per LF $ 10,000.00

One Hundred Dollars and Zero Cents
(WRITE UNIT PRICE for Item 14 in Words and Numbers)

ITEM 15 **14"Ø DUCTILE IRON PIPE, CLASS 52**

170 LF @ $ 140.00 Per LF $ 23,800.00

One Hundred Forty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 15 in Words and Numbers)

ITEM 16 **14"Ø DUCTILE IRON PIPE, CLASS 56**

140 LF @ $ 160.00 Per LF $ 22,400.00

One Hundred Sixty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 16 in Words and Numbers)

ITEM 17 **15"Ø A.D.S., HP STORM PIPE**

350 LF @ $ 75.00 Per LF $ 26,250.00

Seventy Five Dollars and Zero Cents
(WRITE UNIT PRICE for Item 17 in Words and Numbers)

ITEM 18 **INLET, TYPE "A"**

6 UNITS @ $ 4,000.00 Per UNIT $ 24,000.00

Four Thousand Dollars and Zero Cents
(WRITE UNIT PRICE for Item 18 in Words and Numbers)

ITEM 19 **INLET, TYPE "B"**

5 UNITS @ $ 5,000.00 Per UNIT $ 25,000.00

Five Thousand Dollars and Zero Cents
(WRITE UNIT PRICE for Item 19 in Words and Numbers)

ITEM 20 **INLET, TYPE "B2"**

6 UNITS @ $ 6,500.00 Per UNIT $ 39,000.00

Six Thousand Five Hundred Dollars and Zero Cents
(WRITE UNIT PRICE for Item 20 in Words and Numbers)

ITEM 21 CONDUIT OUTLET PROTECTION

6 UNITS @ $ 3,000.00 Per UNIT $ 18,000.00

Three Thousand Dollars and Zero Cents
(WRITE UNIT PRICE for Item 21 in Words and Numbers)

ITEM 22 RESET INLET OR MANHOLE CASTING

20 UNITS @ $ 150.00 Per UNIT $ 3,000.00

One Hundred Fifty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 22 in Words and Numbers)

ITEM 23 RESET UTILITY BOX OR VALVE BOX

50 UNITS @ $ 50.00 Per UNIT $ 2,500.00

Fifty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 23 in Words and Numbers)

ITEM 24 CONCRETE GUTTER, SEAWARD SIDE, 8" THICK

220 SY @ $ 110.00 Per SY $ 24,200.00

One Hundred Ten Dollars and Zero Cents
(WRITE UNIT PRICE for Item 24 in Words and Numbers)

ITEM 25 CONCRETE GUTTER, LANDWARD SIDE, 8" THICK

110 SY @ $ 110.00 Per SY $ 12,100.00

One Hundred Ten Dollars and Zero Cents
(WRITE UNIT PRICE for Item 25 in Words and Numbers)

ITEM 26 CONCRETE SIDEWALK, SEAWARD SIDE, 4" THICK

4,920 SY @ $ 52.00 Per SY $ 255,840.00

Fifty Two Dollars and Zero Cents
(WRITE UNIT PRICE for Item 26 in Words and Numbers)

ITEM 27 CONCRETE SIDEWALK, LANDWARD SIDE, 4" THICK

2,600 SY @ $ 52.00 Per SY $ 135,200.00

Fifty Two Dollars and Zero Cents
(WRITE UNIT PRICE for Item 27 in Words and Numbers)

ITEM 28 CONCRETE DRIVEWAY APRON, 6" THICK, REINFORCED

660 SY @ $ 62.00 Per SY $ 40,920.00

Sixty Two Dollars and Zero Cents

(WRITE UNIT PRICE for Item 28 in Words and Numbers)

ITEM 29 DETECTABLE WARNING SURFACE

31 UNITS @ $ 200.00 Per UNIT $ 6,200.00

Two Hundred Dollars and Zero Cents

(WRITE UNIT PRICE for Item 29 in Words and Numbers)

ITEM 30 8" x 16" CONCRETE VERTICAL CURB, LANDWARD SIDE

3,850 LF @ $ 19.00 Per LF $ 73,150.00

Nineteen Dollars and Zero Cents

(WRITE UNIT PRICE for Item 30 in Words and Numbers)

ITEM 31 8" x 18" CONCRETE VERTICAL CURB, SEAWARD SIDE

7,400 LF @ $ 19.00 Per LF $ 140,600.00

Nineteen Dollars and Zero Cents

(WRITE UNIT PRICE for Item 31 in Words and Numbers)

ITEM 32 6" x 12" CONCRETE HEADER CURB

100 LF @ $ 19.00 Per LF $ 1,900.00

Nineteen Dollars and Zero Cents

(WRITE UNIT PRICE for Item 32 in Words and Numbers)

ITEM 33 TEMPORARY LATEX SAFETY STRIPE, 6" WIDE, IF & WHERE DIRECTED

2,400 LF @ $ 0.42 Per LF $ 1,008.00

Zero Dollars and Forty Two Cents

(WRITE UNIT PRICE for Item 33 in Words and Numbers)

ITEM 34 TRAFFIC STRIPES, LONG-LIFE, EPOXY RESIN, 4" WIDE

21,300 LF @ $ 0.34 Per LF $ 7,242.00

Zero Dollars and Thirty Four Cents

(WRITE UNIT PRICE for Item 34 in Words and Numbers)

ITEM 35 TRAFFIC MARKINGS, THERMOPLASTIC

3,800 SF @ $ 3.41 Per SF $ 12,958.00

Three Dollars and Forty One Cents
(WRITE UNIT PRICE for Item 35 in Words and Numbers)

ITEM 36 REGULATORY AND WARNING SIGNS

400 SF @ $ 35.00 Per SF $ 14,000.00

Thirty Five Dollars and Zero Cents
(WRITE UNIT PRICE for Item 36 in Words and Numbers)

ITEM 37 TURF REPAIR STRIP, VARIABLE WIDTH

2,500 LF @ $ 2.00 Per LF $ 5,000.00

Two Dollars and Zero Cents
(WRITE UNIT PRICE for Item 37 in Words and Numbers)

ITEM 38 TOPSOILING, 4" THICK

500 SY @ $ 10.00 Per SY $ 5,000.00

Ten Dollars and Zero Cents
(WRITE UNIT PRICE for Item 38 in Words and Numbers)

ITEM 39 FERTILIZING AND SEEDING, TYPE A-3 & F, IF & WHERE DIRECTED

100 SY @ $ 5.00 Per SY $ 500.00

Five Dollars and Zero Cents
(WRITE UNIT PRICE for Item 39 in Words and Numbers)

ITEM 40 SODDING

500 SY @ $ 10.00 Per SY $ 5,000.00

Ten Dollars and Zero Cents
(WRITE UNIT PRICE for Item 40 in Words and Numbers)

ITEM 41 LANDSCAPING STONE - TRUCK MEASURE, IF & WHERE DIRECTED

150 TONS @ $ 30.00 Per TON $ 4,500.00

Thirty Dollars and Zero Cents
(WRITE UNIT PRICE for Item 41 in Words and Numbers)

ITEM 42 CATCH BASIN FILTER

16 UNITS @ $ 10.00 Per UNIT $ 160.00

Ten Dollars and Zero Cents

(WRITE UNIT PRICE for Item 42 in Words and Numbers)

ITEM 43 FOR SITE RESTORATION

The Lump Sum Price of $ 2,172.00 $ 2,172.00

Two Thousand One Hundred Seventy Two Dollars and Zero Cents

(WRITE LUMP SUM PRICE for Item 43 in Words and Numbers)

ITEM 44 DUNE EXCAVATION AND GRADING

The Lump Sum Price of $ 109,000.00 $ 109,000.00

One Hundred Nine Thousand Dollars and Zero Cents

(WRITE LUMP SUM PRICE for Item 44 in Words and Numbers)

ITEM 45 SAND

2,300 TONS @ $ 10.00 Per TON $ 23,000.00

Ten Dollars and Zero Cents

(WRITE UNIT PRICE for Item 45 in Words and Numbers)

ITEM 46 DUNE PLANTINGS

106,000 SF @ $ 1.00 Per SF $ 106,000.00

One Dollar and Zero Cents

(WRITE UNIT PRICE for Item 46 in Words and Numbers)

ITEM 47 FOR PROJECT ALLOWANCE

Twenty Thousand Dollars $ 20,000.00

ITEM 48 ALLOWANCE FOR TRAFFIC DIRECTORS, POLICE

Five Thousand Dollars $ 5,000.00

TOTAL BASE BID (TOTAL OF ITEMS 1 THROUGH 48 INCLUSIVE) $ 1,967,700.00

One Million Nine Hundred Sixty Seven Thousand Seven Hundred Dollars and Zero Cents
(WRITE TOTAL BASE BID IN WORDS AND NUMBERS)

Signature of Bid by Bidder:

Bidder's Signature

Robert Capoferri, President
Name & Title (Type or Print)

December 28, 2017
Bid Date

Asphalt Paving Systems, Inc.
Company Name (Type or Print)

ASPHALT CEMENT AND FUEL PRICE INDEX

Contractor shall provide the asphalt and fuel index price for the month before the opening of bids as determined and published by the New Jersey Department of Transportation.

(http://www.state.nj.us/transportation/business/trnsport/PriceIndex.shtm)

November
Month Before Opening of Bid

2017
Year

Fuel Index: $2.61

Asphalt Cement Index: $379.00

Asphalt Supplier Location: North / South (circle one) of Route 195

Seashore Asphalt - Woodbine, NJ
Name and Address of Asphalt Supplier

MOTT MACDONALD

Mr. James Ridgway
Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Via email at manager@townshipoflower.org

Your Reference
Beach Drive Pedestrian Safety Improvements, Contract M-12

Our Reference
384179

211 Bayberry Drive
Suite 1A
Cape May Court House NJ
08210
United States of America

T +1 (609) 465 9377
F +1 (609) 465 5270
www.mottmac.com/americas

Report on Bids
Beach Drive Pedestrian Safety Improvements
Contract No. M-12

December 29, 2017

Dear Mr. Ridgway:

On December 28, 2017 at 10:00 a.m. sealed bids were received for the above referenced project. Seven (7) contractors picked up bid documents during the bidding period with all seven (7) contractors submitting a bid for the project. We have reviewed the prices and amounts provided in the bids and have summarized our findings below:

Bidder's Name	Total Bid
Asphalt Paving Systems, Inc.	$1,967,700.00
South State, Inc.	$1,991,157.00
Charles Marandino, LLC	$2,102,805.00
Landberg Construction LLC	$2,158,100.50
Think Pavers Hardscaping, LLC	$2,275,885.46
Lexa Concrete, LLC	$2,351,675.00[1]
A.P. Construction, Inc.	$4,226,812.00

[1]Due to error in the bid for Item No. 46 the total bid amount should be $2,351,675.00

The total bid of $1,967,700.00, submitted by Asphalt Paving Systems, Inc. is approximately 33% below the Engineer's Estimate of $2,932,377.00 and is favorable to the Township.

Our office contacted Mr. Donald T. Potter, Asphalt Paving Systems, Inc. on December 29th and he confirmed that they would be able to complete the project for the amount provided and within the timeframe (and intermediate completion times) established in the contract documents.

Subject to the availability of Township funds and a review of the bid/contract documents and required Contractor submissions by the Township Purchasing

MOTT MACDONALD

Agent, we recommend that the Township award a contract to Asphalt Paving Systems, Inc. of Hammonton, NJ.

Should you have any questions or require additional information, please do not hesitate to contact this office.

Very truly yours,

Mott MacDonald, LLC

Mark R. Sray, PE, CME
Senior Associate
T 609.465.9377
mark.sray@mottmac.com

cc: Julie Picard, RMC, Clerk (via email)
Margaret A. Vitelli, RPPS, QPA, Purchasing Agent (via email)
Gary Douglass, CPWM, Public Works Superintendent (via email)
Colleen Crippen, Coordinator of Federal and State Aid (via email)

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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-43

Title: **APPOINTMENT OF HEALTH INSURANCE BROKERAGE CONSULTANT FOR THE YEAR 2018 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has a need to acquire an Insurance Broker and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A 40A:11-5(k) to enter into contracts for "Professional Services" without competitive bidding, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay to Play law; and

WHEREAS, Marsh & McLennan has provided a proposal to serve as the Health Insurance Brokerage Consultant for the Township of Lower; and

WHEREAS, the term of said contract will be January 1, 2018 thru December 31, 2018 for an amount of $26,664; and

WHEREAS, the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 8-01-23-220-400

CFO Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township Manager is hereby authorized to sign the Insurance Brokerage Agreement attached hereto and said agreement is hereby awarded.

BE IT FURTHER RESOLVED, that a notice of Award of Professional Contract for the above award shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____
Julie A Picard, Township Clerk

MARSH & McLENNAN AGENCY

WORLD CLASS. LOCAL TOUCH.

PROFESSIONAL SERVICES AGREEMENT

TOWNSHIP OF LOWER

2018, JANUARY 1ST

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1

Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of 1/1/2018-12/31/18 (the "Effective Date"), by and between Township of Lower (herein referred to as "Client"), and Marsh & McLennan Agency LLC (Northeast) (herein referred to as "MMA").

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

TERMS AND CONDITIONS

ARTICLE I. SERVICES PROVIDED BY MMA

1.1 Obligation to Provide Services; Work Orders. MMA shall provide health and welfare consulting, and other services as and when requested by Client from time to time (collectively, the "Services" or "In Scope Services"), as set forth in Exhibit A. The parties may agree at any time to modify the Services; provided, however, that all such modifications must be in writing and signed by both parties.

1.2 Quality of Services. MMA represents and warrants to Client that the Services performed by MMA hereunder will be of professional quality, consistent with generally-accepted industry standards and expectations for work of a similar nature. MMA's employees and agents shall be adequately trained to perform such Services. MMA shall control the manner and means by which it performs the Services, subject to the express provisions of this Agreement.

ARTICLE II. COMPENSATION SUMMARY & DISCLOSURES

2.1 Annual Compensation. MMA agrees to provide the Services outlined in Exhibit A for the outlined pricing in Exhibit B: Brokerage Services Fees (the "Fees" or "Services Fees"). The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the Services to be provided by MMA.

2.2 Out-of-Scope Services. In the event that additional services, which fall outside the scope of Services described in Exhibit A, are requested by Client, MMA will contact Client immediately and mutually-agree on the cost and completion of these additional services. A written description of these additional services and the agreed-upon compensation will be provided each time as an addendum to this Agreement.

2.3 Compensation Disclosure. Please see Appendix A for our compensation disclosure, which we may update from time to time.

ARTICLE III. PROVISION OF INFORMATION AND ASSISTANCE

3.1 Information and Data. The Client shall provide all necessary and reasonably requested information, direction and cooperation to enable MMA to provide the Services hereunder. The client agrees that MMA may use all information and data supplied by the Client or on its behalf without independently verifying the accuracy, completeness or timeliness of it.

3.2 Delays or Liability. MMA shall not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data, or if the Client does not provide adequate access to its employees, agents or other representatives necessary for us to perform the Services. MMA shall be entitled to charge the Client in respect of any additional work carried out as a result.

ARTICLE IV. CONFIDENTIALITY

4.1 Confidentiality. The Client may provide MMA with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by MMA under this Agreement, including Non-Public Personal Information. Neither MMA nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of Client for any purpose except in furtherance of the Services rendered by MMA to Client. MMA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in MMA's possession.

4.2 Transmission. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with MMA's obligations hereunder unless such use is contrary to Client's express instructions. For the purposes of this provision, "Non-Public Personal Information" shall mean any Client customer, retiree or employee name accompanied by any of the following data elements that are not encrypted: (a) social security numbers; (b) driver's license number or government issued ID numbers; (c) account, credit card number, debit card number (in combination with any required password that would permit access to the individual's financial account); (d) banking information; (e) date of birth; (f) protected health information; and (g) employee salary information.

4.3 Public Domain. The restrictions and agreements set forth above shall not apply to any Confidential Information: (i) which is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of MMA; (iii) which MMA's records demonstrate was developed independently by MMA or was received by MMA from a third party which MMA had no reason to believe had any confidentiality or fiduciary obligation to the Client with respect to such information; (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, MMA shall, to the extent practical, give prior timely notice of such disclosure to the Client to permit the Client

to seek a protective order, and, absent the entry of such protective order, MMA shall disclose only such Confidential Information that MMA is advised by its counsel must be disclosed by law; or (v) following the lapse of two years after disclosure of such information to MMA; provided, however, that MMA's confidentiality obligation hereunder relating to Non-Public Personal Information shall continue indefinitely.

4.4 Retain Confidential Information. Notwithstanding anything to the contrary in this Agreement, but subject to the terms and conditions set forth in this provision, MMA may (i) retain copies of Confidential Information that is required to be retained by law or regulations, (ii) retain copies of our work product that contain Confidential Information for archival purposes or to defend our work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned to the Client or destroyed. MMA may retain Client's information in paper or imaged format and MMA may destroy paper copies if it retains digital images therof.

ARTICLE V. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

5.1 Work. All materials prepared by MMA specifically and exclusively for the Client pursuant to this Agreement (the "Work") shall be owned exclusively by the Client.

5.2 Copyright, Patent and Other Intellectual Property Rights. Notwithstanding anything to the contrary set forth in this Agreement, MMA shall retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by us before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, specification, documentation and other material created, owned or licensed and used by MMA's affiliates or subcontractors in the course of providing the Services (the "Intellectual Property"), and MMA shall not be restricted in any way with respect thereto. "Intellectual Property" shall also include all MMA-owned websites and related content. To the extent any Work incorporates any Intellectual Property, MMA herby grants the Client with non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work internally in accordance with the terms of this Agreement.

5.3 Indemnification. Unless MMA provides its prior written consent, the Client shall not use, in a manner other than as mutually contemplated when MMA was first retained by the Client to perform the Services, or disclose to any third party, other than Client's attorneys, accountants or financial advisors with a need to know and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement, any Work or Intellectual Property or other material supplied by MMA under this Agreement, and the Client shall be responsible for, and MMA shall have no liability with respect to, modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA. The

Client shall indemnify, defend and hold MMA and its affiliates harmless in respect of any Loss incurred by MMA as a result of the Client's breach of this obligation or any modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA.

ARTICLE VI. REPRESENTATIONS AND YOUR RESPONSIBILITIES

The Client represents and confirms that:

6.1 the Client has full power and authority to enter into this Agreement;

6.2 the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and

6.3 this Agreement has been duly authorized and will be binding according to its terms.

Client shall be solely responsible for the accuracy and completeness of all information that you furnish to MMA and/or insurers, and sign any required application for insurance. MMA shall not be responsible for verifying the accuracy or completeness of any information that Client provides, and MMA shall be entitled to rely on that information. MMA shall have no liability for any errors, deficiencies or omissions in any Services provided to Client, including the placement of insurance on its behalf, that are based on inaccurate or incomplete information provided to MMA. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Client agrees that all decisions regarding the amount, type or terms of coverage shall be its ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverage that is appropriate for your particular circumstances and financial position. Client will review all policy documents provided to it by MMA. Client acknowledges that, in performing services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to Client.

ARTICLE VII. LIMITATION OF LIABILITY

7.1 Liability. The aggregate liability of the MMA to the Client, its affiliates and its and their officers, directors or employees or any third party for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA shall not exceed the total commissions and fees paid by the Client to MMA for all Services provided by MMA during the twelve-month period immediately preceding such Loss. MMA shall have no liability for the acts or omissions of any third party (other than its subcontractors).

7.2 Loss of Profit or Incidental, Consequential, Special Indirect, Punitive Damages In no event shall either party or its affiliates be liable in connection with this Agreement or the Services to the other party, its affiliates or any third party for an loss of profit or incidental, consequential,

special, indirect, punitive or similar damages. The provisions of this section shall apply to the fullest extent permitted by law. Nothing in this section limiting the liability of a party shall apply to any liability that has been finally determined by a court to have been caused by the fraud of such party.

7.3 Loss. For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys' fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss.

ARTICLE VIII. WAIVER OF JURY TRIAL

8.1 Trial by Jury. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any Services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as party in any such action or proceeding.

ARTICLE IX. DURATION AND TERMINATION OF THIS AGREEMENT

9.1 Termination. This Agreement will continue until terminated as provided in this Section. This Agreement may be terminated (i) by either Party upon ninety (90) days' prior written notice to the other Party, (ii) by either Party upon material breach by the other Party, which breach is not cured within thirty (30) days after receipt of written notice thereof, or (iii) immediately by us for non-payment of invoices per the payment terms provided in any Agreement. Upon termination of this Agreement, the confidentiality, ownership of work product, dispute resolution, limitation of liability, waiver of jury trial and all provisions following this termination provision shall survive in full force and effect. Any termination of this Agreement shall not relieve Client of its obligations to pay for Services rendered and expenses incurred by MMA up to and including the effective date of such termination.

ARTICLE X. DISPUTES

10.1 Claim or Action. Any claim, action or proceeding in any forum against a party or any of its affiliates will be barred unless the other party initiates the dispute within one year of the date upon which that party (i) first discovered, or (ii) upon the exercise of reasonable diligence could

have discovered, the act, error or omission that is the basis for such claim, whichever date is sooner.

ARTICLE XI. NOTICE

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by overnight courier. All notices or communications to MMA should be sent to the consultant on the account at MMA's main address.

ARTICLE XII. GOVERNING LAW

This Agreement will be interpreted under the laws of the State of New York, without reference to principles of conflict of laws.

ARTICLE XIII. AMENDMENTS

This Agreement may be modified or otherwise amended and the observance of any term of the Agreement may be waived, only if such medication, amendment or waiver is in writing and signed by the parties hereto.

ARTICLE XIV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to confer any right or benefit on any third party and the provision of Services under this Agreement cannot reasonably be relied upon by any third party.

ARTICLE XV. ENTIRE AGREEMENT

This Agreement represents our entire understanding with regard to the matters specified herein. This Agreement supersedes, revokes, cancels, extinguishes and replaces all prior or contemporaneous understandings, agreements, undertakings, negotiations and discussions, whether oral or written, between the parties. The parties agree that, except for the obligations under this Agreement, they have no obligations to one another and have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

ARTICLE XVI. WARRANTIES OF MMA

Except as expressly set forth in the Agreement, MMA expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose.

ARTICLE XVII. ASSIGNMENT; SUCESSORS AND ASSIGNS

This Agreement may not be assigned or transferred in any manner by any party without written consent of the other party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

ARTICLE XVIII. SEVERABILITY

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

ARTICLE XIX. FORCE MAJEURE

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

ARTICLE XX. MISCELLANEOUS

The Parties are of equal commercial sophistication and have negotiated this Agreement at arms' length. Each party is entering into this Agreement voluntarily, has read and understands all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

The balance of this page left blank intentionally.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Marsh & McLennan Agency LLC (Northeast)	**[CLIENT]**
By: _____	**By:** _____
Printed Name: _____	**Printed Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

2

Exhibit A: Scope of Services

EMPLOYEE BENEFITS

Strategic Planning and Stewardship

- ☒ Identify goals, challenges, and strategies relevant to business operations
- ☒ Develop strategies to meet established objectives
- ☒ Provide periodic progress updates in accordance with established timeline
- ☒ Marketplace overview
- ☒ Discuss satisfaction with current vendors and carriers
- ☒ Explore alternative funding methodologies
- ☒ Evaluate/review current employee benefits package
- ☒ Review employee/employer cost sharing arrangement
- ☒ Review total plan costs

Vendor and Carrier Marketing

- ☒ Develop strategy to identify goals
- ☒ Determine vendors and carriers selection criteria
- ☒ Analyze marketplace and vendors and carriers options as requested
- ☒ Support vendors and carriers through competitive bidding/proposal process
- ☒ Evaluate vendors and carriers proposals
- ☒ Compile due diligence of finalists
- ☒ Negotiate financial and contractual terms and funding arrangements
- ☒ Compare with incumbent vendors and carriers and identify finalists
- ☒ Facilitate decision-making process
- ☒ Communicate decisions to all vendors and carriers

Vendor and Carrier Implementation Management

- ☒ Create timeline of expectations
- ☒ Communicate coverage termination to incumbent, if applicable
- ☒ Assist in the completion and delivery of placement paperwork
- ☒ Attend or present at employee communication meetings

EMPLOYEE BENEFITS CONT'D

Renewal Analysis

- ☒ Establish renewal timeline and goals
- ☒ Review claims experience, demographics, and employee contributions strategies
- ☒ Analyze and validate vendors and carriers renewal terms
- ☒ Negotiate renewals with respective vendors and carriers
- ☒ Coordinate all related plan design and financial requests to vendors and carriers
- ☒ Provide renewal alternatives with employee and strategy cost impact
- ☒ Create employee contribution modeling reports
- ☒ Assist with annual budget projections
- ☒ Communicate decisions to all vendors and carriers
- ☒ Present to senior management or board of directors as requested

Training, Development, and Education

- ☒ Open enrollment meeting presentation
- ☒ Payroll stuffers, posters, newsletter articles
- ☒ Education meetings on various benefits-related topics

Day-to-day Administration and Management

- ☒ Claim problem resolution
- ☒ Assist with contract and policy review
- ☒ Provider network issues
- ☒ Assist with billing, enrollment, and eligibility issues
- ☒ Assist in daily administration of policy changes, service issues and/or questions

Additional Services (May Be Provided By a Third Party Administrator)

- ☒ Health Advocate

Surveys and Assessments

- ☒ Employee satisfaction survey
- ☒ Benefit design survey
- ☒ 360 degree feedback survey

Exhibit B: Brokerage Service Fees

MMA will receive, as compensation for its services under this Agreement, fees in the amount of $26,664 per year, which amount will be billed and paid in:

- ☐ In one annual invoice
- ☐ Equal quarterly invoices in the amount of $
- ☒ Equal monthly installments in the amount of $2222.00
- ☐ Other _____

First installment is due approximately 30 days from receipt of the signed agreement. Future installments will be due on the 1st of each month.

COMPENSATION IS:

☒ In addition to commission included in the premiums that Client remits to insurance company(ies) involved. The above fee applies to NJ State Health Benefitsplans only. Commission is included in the premiums for Delta Dental, USAble and Aflac.

TRAVEL EXPENSES:

☒ Included in fees above

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Exhibit C: Employee Benefits Coverage Types

The following plans/carriers are understood to be in Client's current benefit portfolio and are included in the pricing (Exhibit B.) Changes to the current plan design may impact pricing.

COVERAGE TYPES	CARRIER/VENDOR
Employer Sponsored Plans	
• Medical	New Jersey State Health Benefit
• Stop Loss	
• Dental	Delta Dental
• Vision	
• Basic Life & AD&D	
• Supplemental Life & AD&D	USAble Life
• Short Term Disability	
• Long Term Disability	
• Long Term Care	
• Patient Advocacy	
• Business Travel Accident	
• Pre-Paid Legal	
• ID Theft	
• Worksite (Accident, Critical Illness, Inc.)	Aflac
• Pet Insurance	
• Virtual/Online Care	
• Other	

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC (Northeast)
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 400
Saddle Brook, New Jersey 07663
(800) 642-0106

APPENDIX A
COMPENSATION DISCLOSURE

Marsh & McLennan Agency ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance services provider, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. Retail commission rates can vary from transaction to transaction.

- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to brokers who meet set goals for all or some of the policies the brokers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on a broker's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker for certain transactions. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Other Compensation** – From time to time MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, from time to time, insurers may sponsor certain MMA training programs and/or events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at
http://res.cloudinary.com/mma/image/upload/v1473800190/MMA_Compensation_Guide_for_Clients_rev_9.6.16_wqhfvy.pdf

We appreciate your business and look forward to your instructions regarding the placement of your coverage on the terms outlined in this document.

For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Rev. 9/6/2016

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: Marsh & McLennan Agency LLC

Name of Agent: William A. Cilente, II

Title: Regional Executive Vice President

Date: 12/14/17

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Marsh & McLennan Agenyc LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2018 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sippel	Any present or future candidate committee or
Thomas Conrad	joint candidate committee or local political party
David Perry	committee formed for the election of members of
Rolland Roy	the Lower Township governing body.

Part II B Ownership Disclosure Certification

_ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

_ Partnership _ Corporation _ Sole Proprietorship _ Subchapter S Corporation
_ Limited Partnership X Limited Liability Corporation _ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Not Applicable	

Part 3 B Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Business Entity: Marsh & McLennan Agency LLC
Signed: Title: Regional Executive Vice President
Print Name: William A. Cilente, II Date: 12/14/2017

Subscribed and sworn before me this 14th day of December, 20 17.

Patricia A Rindge
(Affiant)

My Commission expires:

Patricia Rindge, Reg EB Coordinator
(Print name & title of affiant) (Corporate Seal)

PATRICIA RINDGE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50061600
My Commission Expires 5/31/2022

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount
	See Attached list	

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are wilfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

William A. Cilente, II

Sworn and Subscribed to before me
this 4th day of December, 2017.

Notary Public

(ARM00008056.DOC v. 1)

PATRICIA RINDGE
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50061600
My Commission Expires 5/31/2022

Charles Pessagno
241 Ivystone Court
Galloway, NJ 08204

Township of Lower

New Jersey Political Contributions

Date	Name of Candidate	Amount
10/23/2017	Cape May County Republican Organ	$ 2,000.00
10/17/2017	Victory 2017	$ 3,000.00
10/7/2017	Avalon Republican Club	$ 300.00
9/29/2017	Cmtee to Elect Morey and Pierson Freeholder	$ 2,000.00
8/14/2017	Cape May County Republican Organ	$ 2,500.00
7/27/2017	Friends of Victoria Lods	$ 500.00
6/6/2017	Cmtee to Re Elect Tim Donahue	$ 250.00
6/5/2017	Marty Small for Mayor	$ 250.00
6/5/2017	Chris Brown for Assembly	$ 1,000.00
5/10/2017	Burzuchelli for Assembly	$ 2,500.00
5/9/2017	Kim Guadagino for Governor	$ 1,000.00
5/4/2017	Cape May County Republican Organization	$ 1,500.00
4/21/2017	Nolan for Sheriff	$ 300.00
4/13/2017	Frank Gilliam for Mayor	$ 2,500.00
4/11/2017	Guadagino for Governor	$ 1,000.00
3/16/2017	Friends of JB Feely	$ 250.00
3/8/2017	Murphy for Governor	$ 2,300.00
2/14/2017	Election Fund of Linda Hughes	$ 2,600.00
2/14/2017	Election Fund of Bruce Garganio	$ 2,600.00
1/30/2017	Cape May County Republican Organbization	$ 2,500.00
1/30/2017	Cmtee to Elect Morey & Pierson Freeholder	$ 2,500.00
11/17/2016	Murphy for Governor	$ 300.00
10/28/2016	Mullock for Council	$ 250.00
10/5/2016	Bew for Council	$ 300.00
10/5/2016	Riordan for Council	$ 300.00
10/5/2016	Haney for Council	$ 300.00
10/5/2016	Sciarra for Council	$ 300.00
10/5/2016	Sera for Council	$ 300.00
10/5/2016	Simpson for Council	$ 300.00
10/5/2016	Gunthere for Mayor	$ 300.00
9/27/2016	CTE Armstrong & Bennett	$ 250.00
9/21/2016	Atlantic County Republican Organization	$ 250.00
9/16/2016	Thornton & Hayes, Joint Candidate Committee	$ 500.00

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 400
800-642-6965
www.mma-ne.com

Marsh & McLennan Agency LLC is a Limited Liability Company with a single owner, Marsh USA Inc. Although Marsh & McLennan Agency LLC is a legal entity separate from its owner, Marsh USA Inc., it is treated as a branch of Marsh USA Inc. (a disregarded entity) for Federal income tax purposes.

The instructions to Form W-9 (on page 2) require that a single member LLC that is disregarded for federal tax purposes such as Marsh & McLennan Agency LLC provide the Employer Identification Number of its owner, Marsh USA Inc., as its EIN. Marsh USA Inc. reports the income earned by Marsh & McLennan Agency LLC for Federal income tax purposes. Marsh & McLennan Agency LLC has its own EIN for employment and excise tax purposes. This EIN is also being provided for information purposes only in the business name line of Form W-9 along with disregarded entity name of Marsh & McLennan Agency LLC.

Please make your payment to Marsh & McLennan Agency LLC at the address indicated on the attached Form W-9.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Marsh & McLennan Agency LLC

Organization Address: Park 80 West, Plaza Two, 250 Pehle Ave, Suite 400, Saddle Brook, NJ 07663

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Lower*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Lower*** to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Lower*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William A. Cilente, II	Title:	Regional Executive Vice President
Signature:		Date:	12/18/17

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MARSH & MCLENNAN AGENCY LLC
Trade Name:	
Address:	820 BEAR TAVERN ROAD WEST TRENTON, NJ 08628
Certificate Number:	1453787
Effective Date:	December 08, 2008
Date of Issuance:	December 15, 2015

For Office Use Only:

20151215130444413

Certification 16911

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2016 to 15-APR-2019

MARSH & MCLENNAN AGENCY, LLC
250 PEHLE AVE., SUITE 400
SADDLE BROOK NJ 07663

FORD M. SCUDDER
Acting State Treasurer

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-44

Title: **AUTHORIZING CONTRACTS WITH APPROVED STATE CONTRACT VENDORS FOR CONTRACTING UNITS PURSUANT TO N.J.S.A. 40A:11-12a**

WHEREAS, the Township of Lower, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Lower has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Township of Lower intends to enter into contracts with the *attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Lower authorizes the Purchasing Agent to purchase certain goods or services from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts.

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

BE IT FURTHER RESOLVED, that the duration of the contracts between the Township of Lower and the Referenced State Contract Vendors shall be from January 1, 2018 to December 31, 2018.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 4, 2018.

Julie A Picard, Township Clerk

Exhibit A

Vendor	State Contract #
Advanced Electronic Design d/b/a Patrol PC	A-81300
Atlantic Tactical	A-82102
Beyer Fleet LLC	A-40813
CDW Government	A-89849
Celebrity Chrysler Jeep	A-40803
Chapman Ford Sales Inc.	A-40811
Chas S. Winner Ford	A-88728
Day Chevrolet	A-89938
Dell Marketing Co	A-81247
Eagle Point Gun	A-81319
Edmunds & Associates	A-81201
Garden State Highway Products	A-65133
General Sales Administration/Major Police	A-81330
General Spring Service	A 40981
GTBM /Gold Type Business Machines	A-81341
Hertrich Fleet Services	A-88729
HON Company	A-81641
Insight Public Sector	A-89853
KML Technology Inc	A-83903
Kyocera Document Solution	A-40465
Lawnmen Supply	A-81309
Liilliston Ford	A-79598
Lilliston Chrysler	A-40809
Malouf Ford Inc	A-79154
Mohawk Resourses LTD	A-80129
Morophotrak Inc	A-81520
Motorolla Solutions Inc.	A-83909
Neopost	A-75256
Office Business Systems Inc	A-69830
Pedroni	A-81391
Riggins	A-81390
Rubbercycle LLC	A-81417
Service Tire Truck Center	A-71687
SHI International	A-89849
Suburban Propane	A-79926
Taser International	A-81321
Ted Kingston	A-83927
Tricomm Service	A-80802
Valu-Auto Parts	A-57706
Verizon Wireless	A-82583
W.B Mason	A-88839
Winner Ford	A-45069

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-45

Title: AUTHORIZING THE PAYMENTS OF 2018 VOUCHERS

Chief Bill Mastriana	Petty Cash	$	550.00
Colleen Crippen	Petty Cash	$	100.00
Edmunds Assoc	Due Jan 1	$	19,425.00
J. Byrne Insurance Recreation Policy	Due Jan 1	$	7,441.00
Volunteers of Medicine	Due Jan 1	$	7,690.00
State Health Benefits Active	Due Jan 1	$	182,260.43
State Health Benefits Retired	Due Jan 1	$	103,869.71
Advanced Video and Sound		$	2,400.00
	Total Bill List	$	323,736.14

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPLE						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2018-01

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-15.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of Lower in the County of Cape May finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of Lower hereby determines that a 3.5% increase in the budget for said year, amounting to $770,183.68 in excess of the increase in final appropriations otherwise permitted by the Local Government Cape Law is advisable and necessary; and,

WHEREAS, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Lower, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2018 budget year, the final appropriation of the Township of Lower shall, in accordance with this ordinance and N.J.S.A. 40A: 4-15.14, be increased by 3.5% amounting to $770,183.68, and the CY 2018 municipal budget for the Township of Lower be approved and adopted in accordance with this ordinance.

BE IT FURTHER ORDAINED, that any amount authorized hereinafter that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced: January 3, 2018

Adopted: _____

Attest: _____
Julie A Picard, Township Clerk

_____
Thomas Conrad, Councilmember

_____
David Perry, Councilmember

_____
Rolland Roy, Councilmember

_____
Frank Sippel, Deputy Mayor

_____
Erik Simonsen, Mayor

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-46

Title: **RESOLUTION DESIGNATING THE LOWER TOWNSHIP RESCUE SQUAD, INC. AS THE PROVIDER OF EMERGENCY MEDICAL SERVICES IN LOWER TOWNSHIP**

WHEREAS, the Lower Township Rescue Squad ("Rescue Squad") , since its inception in 1950, had the purpose of providing high quality rescue and emergency medical services to the residents of and visitors to the Township of Lower ("Township"); and

WHEREAS, the Rescue Squad has provided these services for the Township and the Township desires to continue its relationship with the Rescue Squad and to look to the Rescue Squad for the provision of all of its ambulance, rescue and emergency medical services ("Emergency Services"), except as otherwise set forth herein; and

WHEREAS, the Township desires to formalize and clarify its relationship with the Rescue Squad to insure that it is conducted pursuant to all applicable laws, and to establish clear lines of responsibility and division of authority between the Township and the Rescue Squad, as well as to make clear that the Rescue Squad is an entity separate and apart from the Township.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the Township hereby recognizes and designates the Rescue Squad as the primary provider of Emergency Services for the Township subject to the following terms and conditions:

1. Pursuant to N.J.S.A. 40:5-2, The Township will take all formal steps necessary to voluntarily contribute the sum of SEVENTY THOUSAND ($70,000.00) DOLLARS per annum to the Rescue Squad retroactive to the beginning of the year 2018, which payment shall be in two (2) installments: one in the amount of THIRTY-FIVE THOUSAND ($35,000.00) DOLLARS due on or before June 3, 2018 and the second in the amount of THIRTY-FIVE THOUSAND ($35,000.00) DOLLARS due on or before November 4, 2018. In the event the Township designates and recognizes the Rescue Squad as the provider of Emergency Services in the Township beyond one (1) year from the effective date of this Resolution, the payments will continue on or about the same days of the following year(s).

2. In addition to the financial contributions referenced in paragraph 1 above, the Township shall further provide gasoline and supplies for equipping the Rescue Squad's ambulance vehicles and facility in an amount not to exceed an additional THIRTY-FIVE THOUSAND ($35,000.00) DOLLARS for each calendar year thereafter, subject to approval by Council at the beginning of each such year. Such amount will be paid from time to time over the course of the fiscal year based upon the submission of vouchers for either reimbursement to the Rescue Squad or payments directly to third party vendors, in accordance with the purchasing guidelines of the Township and subject to all other applicable laws.

Appropriation # 8-01-25-260-272

CFO Signature: _____
Lauren Read, CFO

3. Each year the Rescue Squad shall provide the Chief Financial Officer of the Township an audit performed by a certified public accountant or registered municipal accountant of the Rescue Squad's financial records which audit shall certify to the Governing Body of the Township that such records are being maintained in accordance with sound accounting principles, as also required by N.J.S.A. 40:5-2.

4. The Rescue Squad shall operate as an entity separate and apart from the Township. Except for the voluntary contribution referred to in Paragraph 1 above and the other in-kind contributions as set forth below,

the Rescue Squad shall be responsible for all other financial and administrative matters regarding its operations including, without limitation, fund-raising, billing, training, bookkeeping, and management, which such matters shall not be the responsibility of the Township. Furthermore, the Rescue Squad shall maintain title to and ownership of all vehicles, as well as title to any other property and/or facilities it currently owns, or should hereafter acquire.

5. The Rescue Squad shall further provide the Township, the Lower Township Board of Education and any other agencies within the Township, upon the Township's request, with standby ambulance services at Township or other governmental functions such as parades, school sporting events, and the like, to the extent available.

6. It is the intention of this Resolution to express the parties' belief that the relationship between the Rescue Squad and Township continue in such a fashion that the relationship will provide the citizens of the Township with the highest quality of Emergency Services in the manner most efficient and most economical to the Township, and in the best interest of the public health, safety and welfare of the Township's citizens.

7. The Rescue Squad shall, at all times, conduct its business and provide the Emergency Services and other services hereunder in strict accordance with all applicable federal, state and local laws including, without limitation, Medicare, Medicaid and other applicable health and welfare laws.

8. The Rescue Squad must, at all times, maintain adequate insurance in such amounts and with such types of coverage as required by the State and/or Township pursuant to Chapter 115 of the Code of Lower Township and shall name the Township as an additional insured on all such policies, and shall provide proof of such insurance to the Township.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

_____

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2018-47

Title: **APPOINTMENT OF CLASS III MEMBER TO THE PLANNING BOARD**

WHEREAS, the term of Frank Sippel, Class III Member on the Lower Township Planning Board, expired on Dec. 31, 2017, and

WHEREAS, Roland Roy is interested in serving on the Planning Board and also holds a seat on Lower Township Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following person is hereby appointed to the Lower Township Planning Board

Name	Type/Class	Exp. Date
Roland Roy	**Class III**	**12-31-2018**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 3, 2018.

Julie A Picard, Township Clerk