

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
January 6, 2020 - 7:00 P.M.

Meeting called to order

Opening Announcement
Pledge of Allegiance & Moment of Silence
Roll Call & Determination of Quorum

Consent Agenda

Approval of Minutes/Closed Session Minutes – December 16, 2019 and December 24, 2019

- Res. #2020-01 - Appointment of Municipal Solicitor for the year 2020 as a Professional Service Contract without Public Bidding (Stefankiewicz & Belasco NTE \$150,000)
- Res. #2020-02 - Appointment of Township Labor Attorney for the year 2020 as a Professional Service Contract without Public Bidding (W. Blaney NTE \$40,000)
- Res. #2020-03 - Appointment of Municipal Judge (T. Keyword)
- Res. #2020-04 - Appointment of Township Tax Appeal Attorney for the year 2020 as a Professional Service Contract without Public Bidding (M. Karavan \$10,000)
- Res. #2020-05 - Appointment of Municipal Prosecutor for the Year 2020 (Blaney & Karavan \$40,000)
- Res. #2020-06 - Appointment of Municipal Public Defender for the Year 2020 (S. Fuscellaro \$15,000)
- Res. #2020-07 - Appointment of Municipal Auditor for the Year 2020 as a Professional Service Contract without Public Bidding (Ford, Scott \$40,000)
- Res. #2020-08 - Appointment of Bond Counsel for the year 2020 as a Professional Service Contract without Public Bidding (Archer & Griener)
- Res. #2020-09 - Appointment of Public Information Officer for the year 2020 as a Professional Service Contract without Public Bidding (L. Suit \$12,900)
- Res. #2020-10 - Appointment of Joint Insurance Fund Risk Management Consultant (J. Byrne Agency year 3 of 3 year agreement)
- Res. #2020-11 - Approval of Petty Cash Funds – 2020
- Res. #2020-12 - Establishment of Council Meeting Dates and Times for the Year 2020
- Res. #2020-13 - Approval of Annual Contribution to Volunteers in Medicine (\$7,960.)
- Res. #2020-14 - Approving 2020 Contract with Cape Assist (\$3,213)
- Res. #2020-15 - Setting the Interest Rate for Delinquent Taxes (annual)
- Res. #2020-16 - Bid Acceptance and Contract Award for Lower Township Animal Control Services for 2020 With an Option of 2021 & 2022 (Shore Veterinarian Animal Control Services, LLC \$56,000)
- Res. #2020-17 - Bid Acceptance and Contract Award to Supply Fireworks Display Including Barge for Independence Day Event 2020 and 2021 with a 2022 Option (S. Vitale Pyrotechnic Industries, Inc. \$50,000)
- Res. #2020-18 - Designation of Official Newspapers for Legal Advertising for the Year 2020 (annual)
- Res. #2020-19 - Annual Approval of Emergency Management Council
- Res. #2020-20 - Authorizing the Cash Management Plan (annual)
- Res. #2020-21 - Authorizing the Clerk to Issue Bingo & Raffle Licenses Throughout 2020 to Qualified Organizations (annual)
- Res. #2020-22 - Authorization for Public Bidding
- Res. #2020-23 - Designation of Public Agency Compliance Officer for Lower Township (M. Vitelli, QPA)
- Res. #2020-24 - Authorizing the Tax Assessor to file Tax Appeals (annual)
- Res. #2020-25 - Resolution Establishing the Quote Threshold Pursuant to N.J.S.A. 40A:11-3a (annual)
- Res. #2020-26 - Appointment of Municipal Engineer for the Year 2020 as a Professional Service Contract without Public Bidding (Mott MacDonald NTE \$450,000)
- Res. #2020-27 - Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission (annual)
- Res. #2020-28 - Resolution Authorizing Contracts with Approved State Contract Vendors for Contracting Units Pursuant to N.J.S.A. 40A:11-12a (annual)
- Res. #2020-29 - Authorizing Payment of 2020 Animal Shelter and Spay/Neuter Fees (annual)
- Res. #2020-30 - Re-Appointment of Class II Member to the Planning Board (J. Dowe, Twp. Assessor)
- Res. #2020-31 - Designation of Official Depositories (annual)
- Res. #2020-32 - A Resolution of the Township of Lower Canceling Certain Taxes per Agreement/Resolution #2013-271 (\$162.89)
- Res. #2020-33 - Authorization for the Refund of Taxes (2 properties)
- Res. #2020-34 - Authorizing the Payout of Terminal Leave (Biersbach \$69,720.18)
- Res. #2020-35 - Authorizing the Payout of Terminal Leave (J. Trexler \$5,918.13)
- Res. #2020-36 - Adopting 2020 Temporary Current Budget (annual)
- Res. #2020-37 - Transfer of 2019 Appropriations
- Res. #2020-38 - Authorizing Payment of 2020 Debt Service (annual)
- Res. #2020-39 - Resolution to Defer the Regional School Tax (annual)
- Res. #2020-40 - Authorizing Payment of 2020 Pension Amounts Due 4/1/2020 (\$638,748 PERS / \$1,142,987 PFRS)

- Res. #2020-41 - Authorizing Payment for 2020 Regional School Taxes (annual)
- Res. #2020-42 - Authorizing Payment to Lower Township Board of Education (annual)
- Res. #2020-43 - Authorization for the Payout of Accumulated Sick Time (\$51,446.16)
- Res. #2020-44 - A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower and the City of Wildwood for Emergency Medical Services (\$5,000)
- Res. #2020-45 - Resolution Designating Captain William Priole as Deputy Custodian of Public Records for the Police Department
- Res. #2020-46 - Payment of Vouchers - 2020 (\$302,295.89)
- Res. #2020-47 - Payment of Vouchers - 2019 (\$606,549.94)
- Ordinance #2020-01 - An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A.40A:4-15.14)
This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for Jan 22, 2020.

Regular Agenda

- Res. #2020-48 - Re-Appointment of Class III Member to the Planning Board (R. Roy)
- Res. #2020-49 - Resolution Designating the Lower Township Rescue Squad, Inc. as the Provider of Emergency Medical Services in Lower Township (annual)
- Res. #2020-50 - Payment of Vouchers (D.Perry Contractual Reimb. \$250.45)

Manager's Report

Administrative Reports

Council Comments

Call to the Public

Closed Session

- Res. #2020-51 - Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client Privilege & Negotiation Update**
- Res. #2020-52 - Bid Acceptance and Contract Award for Schellengers Landing Safety Improvements and Identification Program (Charles Marandino, LLC \$1,240,725)

Adjournment

COUNCIL MEETING MINUTES – December 16, 2019

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on December 16, 2019 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad
Councilmember David Perry
Councilmember Roland Roy, Jr.
Deputy Mayor Frank Sippel
Mayor Erik Simonsen

Also present: James Ridgway, Township Manager, David Stefankiewicz, Township Solicitor and Karen Fournier, Deputy Township Clerk

Work Session

Shared Services Presentation - Manager Jim Ridgway

Manager Ridgway shared a video presentation, created with assistance from LCMR's TV media class, honoring Mayor Simonsen and wishing him well on his new role as Assemblyman.

Mayor Simonsen shared words of gratitude to the entire team at Lower Township. He also offered his condolences to the Police Department, family and friends on the loss of Captain Marty Biersbach.

Proclamation – Drive Sober or Get Pulled Over 2019 Year End Holiday Crackdown

Mayor Simonsen read a proclamation declaring support of the Drive Sober or Get Pulled Over 2019 Year End Holiday Crackdown from December 6, 2019 through January 1, 2020.

Consent Agenda

Approval of Minutes – December 2, 2019

Res. #2019-370 - Payment of Vouchers \$887,279.94

Res. #2019-371 - Authorization for the Payout of Accumulated Compensatory Time (A.Micciche \$7,033.43)

Res. #2019-372- Transfer of 2019 Appropriations

Res. #2019-373 - Bid Acceptance and Contract Award for Split Rails and Posts for Beach Access Program (\$19,539.52)

Res. #2019-374 - Renewal of Trailer Park Licenses for the Year 2020 (Broadway Mobile Park/Cape May Landings/Shawcrest Mobile Home Park/Cape May Crossing & Cape Meadows)

Res. #2019-375- Authorizing Increase in Change Fund for the Construction Office (\$250)

Res. #2019-376- Authorization to Cancel General Ledger Balances

Res. #2019-377 - Authorization for the Payout of Accumulated Compensatory Time (E.Coombs \$14,277.84)

Res. #2019-378 - Authorization to Cancel Resolution #2019-238; Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (DEDR \$31,409)

Res. #2019-379 - Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Drive Sober or Get Pulled Over \$5,500)

Res. #2019-382 - Authorization for the Payout of Accumulated Sick Time (K.Palek \$12,217.92 to Def Comp)

Res. #2019-383 - Approval of Change Order #1 to Capri Construction Company to Remove, Dispose of, Prepare and Install New Wetbed in the Lower Township Recreation Center Restrooms (\$5,322.49)

Res. #2019-384 - A Resolution Approving the Acceptance of and Participation in the State of New Jersey, Department of Law and Public Safety Emergency Management Performance Grant (EMPG) and Emergency Management Agency Assistance (EMAA) Subaward #FY19-EMPG-EMAA-0505

Res. #2019-385 - Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction Website

Res. #2019-386 - Authorizing Competitive Contracting for On-site Subcode Official Inspections Company for the Township of Lower

Res. #2019-387 - Approval of Change Order #4 (Final) to Agate Construction Company for the Roseann Avenue Roadway and Utility Improvements Project; Authorizing Additional Costs during Bypass Operations: To Reflect As-built Quantities; and to Reflect an Extension to the Contract Period Resulting in a Net Reduction (Net Reduction, \$556,015.53)

Motion to move Resolutions # 2019-380 & 381 to the Regular Agenda

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	X		X			

On the Consent Agenda:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY	X		X			
ROY			X			
SIPPEL			X			
SIMONSEN			X			

Regular Agenda

Res. #2019-380 - Approval of a Shared Services Agreement between the Township of Lower and the Lower Cape May Regional School District for the District to provide Web Design, Hosting and Maintenance Service to the Township of Lower

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
ROY		X	X			
SIPPEL			X			
SIMONSEN					X	

Res. #2019-381 - Resolution Approving an Interlocal Services Agreement Between the Township of Lower and Lower Cape May Regional School District (SRO)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY	X		X			
ROY			X			
SIPPEL		X	X			
SIMONSEN					X	

Ordinance #2019-17 - Salary and Benefit Ordinance for the Township of Lower - This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY		X	X			
SIPPEL			X			
SIMONSEN	X		X			

Manager's Report

Manager Ridgway gave an update on the Roseann Avenue Project and shared news about Recreation Department programs.

Administrative Reports

Monthly Reports – Clerk, Construction, Dog, Fire, Tax, Vital Statistics

Council Comments

Councilmember Conrad commented on the Townhall Meeting and wished everyone a Merry Christmas and Happy New Year.

Councilmember Perry commented on the Roseann Avenue project; he thanked the Public Works Department for their work on the beach access improvements, and wished everyone a Merry Christmas and a safe and Happy New Year.

Councilmember Roy thanked the Public Works Department; he wished everyone a Merry Christmas and a Happy New Year, and expressed condolences to the Biersbach family.

Deputy Mayor Sippel wished everyone a Merry Christmas and a safe and Happy New Year.

Mayor Simonsen shared favorable comments from residents regarding Township services and wished everyone a Happy Holiday. He also requested prayers for the Biersbach family.

Call to the Public

George Doherty, Erma, congratulated Mayor Simonsen on his new venture and wished him luck in Trenton.

Ray Flickinger, Washington Blvd, congratulated Mayor Simonsen and thanked him for the work he's done for Lower Township.

Mayor Simonsen expressed appreciation for the well wishes.

Mike Szemcsak, President, PBA Local 59, thanked Mayor and Council for their support of the Police and congratulated Mayor Simonsen on his Assembly seat.

Closed Session

Res. #2019-388 - Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Contract Negotiations/Possible Litigation/Attorney/Client Privilege**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY		X	X			
ROY	X		X			
SIPPEL			X			
SIMONSEN			X			

Council adjourned to Closed Session at 7:39 p.m.

Council returned to Open Session at 8:29 p.m.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Roy. Motion to adjourn was unanimous. Meeting adjourned at 8:30 p.m.

Mayor

Township Clerk

Approved:

SPECIAL COUNCIL MEETING MINUTES – December 24, 2019

A Special Council meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on December 24, 2019 at 8:10 a.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad
 Councilmember David Perry
 Councilmember Roland Roy, Jr.
 Deputy Mayor Frank Sippel
 Mayor Erik Simonsen

Also present: James Ridgway, Township Manager and Robert Belasco, Township Solicitor

Regular Agenda

Res. #2019-389 - Bid Acceptance and Contract Award for Schellengers Landing Safety Improvements and Identification Program (Charles Marandino, LLC \$1,240,725.)

Solicitor Belasco informed Council that a legal letter was received after hours yesterday regarding a bid protest and suggest that Council table this resolution at this time until a complete legal review is able to be performed.

Motion to table moved by Mayor Simonsen, seconded by Deputy Mayor Sippel.

On the motion to table:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	X		X			

Call to the Public – no one requested to speak

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Deputy Mayor Sippel. Motion to adjourn was unanimous. Meeting adjourned at 8:12 a.m.

 Mayor

 Township Clerk

Approved:

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

RESOLUTION #2020-01

Title: APPOINTMENT OF MUNICIPAL SOLICITOR FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township Of Lower has the need to acquire legal counsel, 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. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, David Stefankiewicz of Stefankiewicz & Belasco has submitted a proposal indicating that he will provide the goods or services described hereinabove at a price of \$34,000 per annum for attendance at meetings plus all other services to be billed at \$175.00 per hour; \$225.00 per hour for two or more attorneys simultaneously required to collaborate; for a total price not to exceed \$150,000 for the year; and

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

Appropriation # 01-20-155-200

CFO Signature Lauren Read, CFO

WHEREAS, David Stefankiewicz of Stefankiewicz & Belasco has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political candidate or committee in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby appoints David Stefankiewicz of Stefankiewicz & Belasco as Solicitor and approves the contract with David Stefankiewicz of Stefankiewicz & Belasco for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and 5 rows: 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 6, 2020.

Julie A Picard, Township Clerk

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 6th day of January, 2020, by and between **THE TOWNSHIP OF LOWER, A MUNICIPAL CORPORATION** of the State of New Jersey (hereinafter referred to as "Township") and **DAVID A. STEFANKIEWICZ, ESQUIRE**, an attorney-at-law of the State of New Jersey (hereinafter referred to as "Township Solicitor"), of the Law Firm of Stefankiewicz & Belasco, LLC (hereinafter, referred to as the "Law Firm"), having an office at 111 E. 17th Avenue, Suite 100, North Wildwood, New Jersey 08260.

WITNESSETH

WHEREAS, pursuant to Resolution adopted by the Township Council on the 6th day of January, 2020, David A. Stefankiewicz, Esquire, was appointed Township Solicitor for the Township of Lower; and

WHEREAS, said appointment was made in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey under the Fair and Open Process which requires the execution of a written contract; and

WHEREAS, the Township Solicitor hereby represents that both he and his law firm are in good standing with the State of New Jersey and are authorized to practice law and do business therein; and

WHEREAS, the Chief Financial Officer of the Township of Lower has certified the availability of funds for the purposes hereof through an adequate appropriation in the municipal budget for the current year; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **APPOINTMENT**: The Township hereby employs David A. Stefankiewicz, Esquire, as its Township Solicitor until December 31, 2020 or until such time as a successor is appointed after the one (1) year term of this Contract has ended.

2. **COMPENSATION**: Township shall pay to the Township Solicitor the sum of Thirty-Four Thousand (\$34,000.00) Dollars payable in equal bi-monthly amounts as basic compensation to attend work sessions and regular and special meetings of Council which services do not constitute and are exempt from billable legal services as defined in the following Section.

3. **BILLABLE LEGAL SERVICES**: All other legal services performed by the Township Solicitor on behalf of the Township shall be billable at the billing rate set forth herein with the exception of those set forth in the preceding Section 2. These legal services include but are not limited to preparation and review of Resolutions and Ordinances as necessary; receiving, reviewing, responding, consulting and advising the Township and its representatives on legal matters; drafting and addressing all correspondence pertaining to the Township's day-to-day legal affairs and responding to all questions from Council, the Mayor and the Township Manager and such other Township officers, employees and agents related to the governance of the Township; reviewing legal issues and providing advice as to applicable privileges and/or legal requirements relevant to such items; assisting the Township Clerk/Manager in connection with duties under the Open Public Records Act and all other laws governing the operation of the Township; reviewing, researching and rendering written and/or verbal legal opinions that the Township may require on matters related to governance or legal affairs of the Township; reviewing documents related to bonding procedures and consulting with bond counsel; preparing as necessary and reviewing as to form and sufficiency all documents related to the public bidding process for Township projects and rendering opinions thereon for purposes of awarding or

rejecting bids; addressing questions of land use law from the Zoning and Construction officials; keeping abreast of current legal changes and issues affecting the Township; preparing and reviewing real estate documents including but not limited to deeds and easements on behalf of the Township; handling legal research projects; engaging in consultations with internal and outside professionals and/or agencies; dealing with the media on legal issues; attendance and/or participation at informal meetings, hearings, and/or information sessions on behalf of the Township and/or assisting the Township Manager in extraordinary matters outside of the day-to-day operation of the Township; representing the Township in all matters involving litigation and all other legal matters except for litigation and legal matters which require retention of a specialist(s) for which the Solicitor shall consult with the Township concerning choice of counsel and shall serve as the liaison between said counsel and the Township and review the performance of said counsel; apprise the Township of the status of litigation and legal matters in a timely manner; selecting outside counsel for real estate tax appeals should solicitor in his sole discretion elect not to handle such appeals and to review and monitor the performance of said counsel if so retained; and otherwise performing all other obligations and duties requested by the Township or customarily performed by a municipal solicitor in the course of governmental business in the State of New Jersey. It is contemplated that some or all of the work required hereunder may be performed by Robert Belasco, Esquire and/or other attorneys in the Solicitor's law firm under the direction and supervision of the Solicitor.

The Township shall compensate the Township Solicitor for all services described in this Paragraph 3 at the rate of One Hundred Seventy Five (\$175.00) Dollars per hour including work performed by any other attorney employed by his firm. However, in the event two (2) or more attorneys are required to simultaneously collaborate on any legal matter and/or jointly handle any

legal matter which occurs from time to time, the Solicitor shall be paid a combined rate of Two Hundred Twenty-Five (\$225.00) Dollars per hour. All services required in the Paragraph shall be compensated on an hourly basis in increments of tenths of an hour. Billing in accordance with this Section shall not exceed One Hundred Fifty Thousand (\$150,000.00) Dollars without the prior approval of the Township.

4. The Township shall have no responsibility to provide or pay for items generally regarded to be included in the overhead costs of a law practice.

5. The Township shall not be required to furnish any medical hospitalization or major medical coverage to the Township Solicitor.

6. The Township Solicitor shall provide his own professional liability and workmen's compensation insurance and shall provide same for any and all employees of his law firm.

7. The specific term of this agreement shall be for one (1) year from the date of the reorganization meeting in January 2020, until the first meeting of the Township Council in 2021, or until reappointment or until the appointment of a successor at the expiration of this Contract. This Agreement may be extended upon the written execution thereof by all parties and in accordance with the law.

8. Any controversy or claim arising out of or relating to the interpretation of this Contract shall be settled by arbitration in Cape May County under the laws of the State of New Jersey before an arbiter chosen by the American Arbitration Association; the decision of the arbitrator shall be final and binding upon both parties and any award made by the arbiter may be entered as a Judgment in any Court of competent jurisdiction.

9. This Contract has been awarded to David A. Stefankiewicz, Esquire, based on his merits and abilities to provide the goods and services as described herein. This Contract was awarded as a professional service contract. As such, the undersigned does hereby attest that David A. Stefankiewicz, Esquire, his subsidiaries, assigns or principals controlling in excess of 10% of the company he works for has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19: 44A-8 or 19: 44A-16, in the one (1) year preceding the award of the Contract that would, pursuant to P.L. 2004, c. 19, affect his eligibility to perform this Contract, nor will he make a reportable contribution during the term of the Contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the Contract is awarded.

10. During the performance of this Contract, the Township Solicitor agrees as follows:

a. The Township Solicitor 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 or sex. The Township Solicitor 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 or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Township Solicitor 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 non-discrimination clause.

b. The Township Solicitor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Township Solicitor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The Township Solicitor or subcontractor where applicable, will send to each labor union or representative of 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 Township Solicitor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Township Solicitor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. The Township Solicitor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The Township Solicitor or subcontractor, where applicable agrees to inform in writing appropriate recruitment agencies in the area, including 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Township Solicitor or subcontractor where applicable, 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

h. The Township Solicitor or subcontractor, where applicable, shall furnish such reports or other documents to the affirmative Action office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c. 127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction for a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17: 27.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

WITNESS:

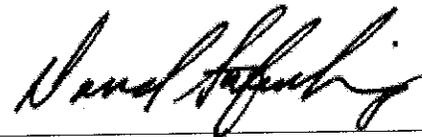
THE TOWNSHIP OF LOWER

By: _____

WITNESS:

 _____

TOWNSHIP SOLICITOR

By:  _____

12/24/15

Taxpayer Identification# 810-800-449/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

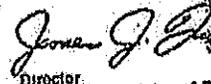
If you have any questions or require more information, feel free to call our Registration Hotline at (800)292-8282.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: STEFANKIEWICZ & BELASCO LLC	TRADE NAME:	
ADDRESS: 111 E 17TH STREET, SUITE 100 NORTH WILDWOOD, NJ 08260	SEQUENCE NUMBER: 2008437	
EFFECTIVE DATE: 12/24/15	ISSUANCE DATE: 12/24/15	 Director New Jersey Division of Revenue
FORM-BRC		

GOODS, PROFESSIONAL SERVICES 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; reselection 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 for 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with 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 personal 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 targeted 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

Submitted by:

Name of Firm:

Stefankiewicz and Belasco, LLC

By:

[Handwritten Signature]

Title:

Solicitor

Date:

11/20/19

Law Office Of
Stefankiewicz & Belasco
111 E 17Th Ave Ste 107
North Wildwood, New Jersey 08260

**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 – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> 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 (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonson, Mayor	
Frank Sippel, Deputy Mayor	Any present or future candidate or
Thomas Conrad, Council Member Ward 1	Joint candidate committee or local political party
David Perry, Council Member Ward 2	Committee formed for the election of members of
Roland Roy, Council Member Ward 3	The Lower Township governing body.

Part II – 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
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 – 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.

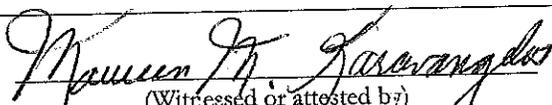
Name of Business Entity: Stefankiewicz & Belasco, LLC

Signature of Affiant: [Signature] Title: Lower Township Solicitor

Printed Name of Affiant: David A. Stefankiewicz Date: November 20, 2019

Subscribed and sworn before me this 20th day of November, 2019

My Commission expires:


 (Witnessed or attested by)
MAUREEN M KARAVANGELOS
 ID # 2483763
 NOTARY PUBLIC

STATE OF NEW JERSEY
My Commission Expires May 8, 2023

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: Stefankiewicz + Belasco LLC

Organization Address: 111 E 19th Ave #100 N. Wildwood, NJ 08260

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
DAVID A Stefankiewicz	749A PINE AVE, N. WILDWOOD, NJ 08260
Robert T. Belasco	810 HANCOCK AVE, CAPE MAY COURT HOUSE, NJ 08210

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.

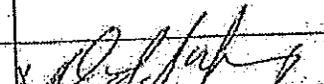
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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):		Title:	
Signature:		Date:	11/20/19

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
11-20-19	Law Office Of Stefankiewicz & Belasco 111 E 17th Ave Ste 100 North Wildwood, New Jersey 08260	0

5. 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.

[Signature]

Subscribed and sworn before me this 20th day of November, 2019

My Commission expires:

[Signature]
 (Witnessed or attested by)

MAUREEN M KARAVANGELOS

(Seal)
 ID # 2433763
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 My Commission Expires May 8, 2023

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

RESOLUTION #2020-02

Title: APPOINTMENT OF TOWNSHIP LABOR ATTORNEY FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower has a need to acquire a Labor 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. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and William G. Blaney of Blaney & Karavan, P.C. has submitted a proposal indicating that he will provide the goods or services described above for a price of \$140.00 per hour not to exceed \$ 40,000; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 01-20-155-287

CFO Signature _____
Lauren Read, CFO

WHEREAS, Blaney & Karavan, PA has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political committee or candidate in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby appoints William Blaney Esq. as Labor Attorney and approves the contract with William Blaney, Esq of Blaney & Karavan for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above appointment shall be published in the official Township 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 6, 2020.

Julie A Picard, Township Clerk

BLANEY



KARAVAN

Attorneys at Law - Blaney & Karavan, P.C.

William G. Blaney, Esquire*
bill@blaneykaravan.com

Marcus H. Karavan, Esquire**
marcus@blaneykaravan.com

+ Of Counsel

*Also a Member of the Pennsylvania Bar

**Also a Member of the New York Bar

Kyle D. Weinberg, Esquire
kyle@blaneykaravan.com

Steven A. Morris, Esquire*
steve@blaneykaravan.com

Frank Guaracini, III, Esquire+
frank@blaneykaravan.com

John R. Dominy, Esquire*+
john@blaneykaravan.com

Charles E. Schlager, Jr., Esquire*+
chuck@blaneykaravan.com

December 2, 2019

Julie Picard, Twp. Clerk
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

RE: Reappointment of Labor Counsel 2020

Dear Ms. Picard:

This letter serves to request a reappointment to serve as the Township of Lower's Labor Counsel through December 31, 2020. Enclosed please find a copy of an executed contract.

Thank you for your consideration in this matter and I look forward to the opportunity to continue to serve the Township of Lower.

Respectfully,

WILLIAM G. BLANEY

WGB/tc

2123 Dune Drive -- Suite 11
Avalon, NJ 08202
Ph. 609-435-5368
Fx. 609-435-5473

3311 New Jersey Avenue
P.O. Box 1310
Wildwood, NJ 08260
Ph. 609-729-1700
Fx. 609 729-5372

BlaneyKaravan.com

THIS AGREEMENT made and entered into this ____ day of January, 2020, by

and between:

LOWER TOWNSHIP, with offices at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter called the Party of the First Part); and

WILLIAM G. BLANEY of 2123 Dune Drive, Suite 11, Avalon, N.J. 08202, (hereinafter called the Party of the Second Part).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that William G. Blaney, Esq. (Labor Attorney) and other members of the law firm of Blaney & Karavan, P.C. are specially qualified as a professional in rendering services in the field of collective bargaining negotiations, personnel administration, employer-employee relations, and other related matters in this field.

2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.

3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue to December 31, 2020, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid. Party of the second part further agrees that this Agreement may be terminated by the Township immediately "for cause." As used herein, the

term "for cause" shall include, but not be limited to, party of the second part's embezzlement, dishonesty, disloyalty, breach of this Agreement; the continued or repeated failure of inability of party of the second part to perform his duties and responsibilities pursuant to the terms of this Agreement; the commission by the party of the second part of an act of immoral turpitude which has or could have an adverse effect on Township or its business; party of the second part's conviction or plea of nolo contendere to a felony or misdemeanor or if such misdemeanor involves a crime of dishonesty or fraud; the use by party of the second part of drugs or alcohol intemperately; or the commission by the party of the second part of any willful or intentional act causing intentional injury or potential harm to Township; its employees, agents or its business. As used herein "disloyalty" shall be defined as unauthorized disclosure of information about Township or unauthorized public statements about Township or its business which could have or does have an adverse effect on the Township or Township's business.

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of collective bargaining negotiations, personnel administration, employer-employee relations, including the furnishing of advice, guidance and consultation pertaining to the same, conferring with Township officials regarding representation proceedings, existing contractual arrangements, an analysis of all existing contracts, preparing strategy for collective bargaining negotiations, negotiating the collective bargaining agreements, preparation of proposals, analysis of counter proposals, preparing economic analysis of contract proposals, conferring with administrative personnel, representation during disciplinary hearings and mediation, fact-finding or arbitration, if required, grievance handling and such other matters

pertaining to labor or labor relations as may be requested by the Township from time to time.

6. None of the services aforesaid shall be performed without a request verbally or in writing from an appropriate official of the Township.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, a fee of One Hundred Forty (\$140.00) Dollars per hour, (not to exceed \$40,000.00), which shall be paid from time to time upon the submission of proper verified legal statements on Township forms, detailing the work actually performed, for services rendered. Where any resolution, ordinance, or contract provides for payment or reimbursement by a third party or legal fee to the Township, such payment shall be made to the Township of Lower and not to the party of the second part's office, directly.

8. It is understood and agreed that the aforesaid compensation does not include the cost of toll telephone calls, photocopy expenses, postage, travel expenses, including tolls and mileage, together with any extraordinary expense required to be incurred in the performance of services under this contract, not included in the above categories, such as Court costs, expert witness fees, or other similar costs shall be paid in addition to the aforesaid hourly fee for services. It is anticipated that there may be large photocopying expenses incurred on a particular project, that party of the second part will discuss same with the Township Manager who will render a decision as to whether a Township employee shall incur the photocopying duties rather than the private firm in order to save costs.

9. The Party of the Second Part shall provide at its own cost and expense proof of the following insurance to the Party of the First Part:

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of five hundred thousand (\$500,000) with a minimum annual aggregate of one million (\$1,000,000) dollars.

C. Errors and Omissions/Professional Liability

A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Party of the Second Part. The Party of the First Part shall take no action to cancel or materially change any of the insurance required under this Contract without the Party of the Second Part's prior approval. The maintenance of insurance under this section shall not relieve the Party of the First Part of any liability greater than the limits or scope of the applicable insurance coverage.

10. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of Lower Township for any purpose but as an independent professional contractor for services.

11. The execution of this contract has been authorized on behalf of Lower Township by Resolution No. _____ dated January __, 2020.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

LOWER TOWNSHIP

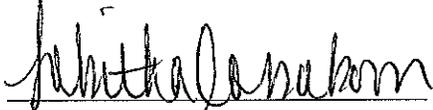
ATTEST:

By: _____



WILLIAM G. BLANEY, ESQUIRE

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



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



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 15, 2019

For Office Use Only:
20191015113411157

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, race, 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

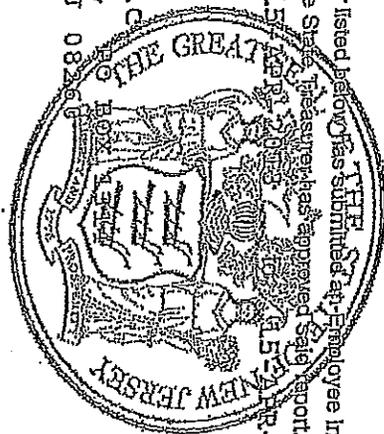
The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested 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: Blaney Kamian
Name of Agent: William G. Blaney
Title: President
Date: 12/5/19

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 12/22/2019 to 12/31/2020

BLANEY & KARAYAN, P.C.
3311 NEW JERSEY AVE.,
WILDWOOD NJ 08266



Ford M. Scudder
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 Karwan 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 Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
William G. Blaney	1764 Adams St. Turnersville, NJ
Marcus H. Karwan	9305 Pacific Ave, 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 Karwan
Signed: [Signature] Title: President
Print Name: William G. Blaney Date: 12/15/19

Subscribed and sworn before me this 5 day of December, 2019.
TABITHA COSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
[Signature]
William G. Blaney (Affiant) President
(Print name & title of affiant) (Corporate Seal)

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
8/14/19	Testa for Senate (William Blaney)	1300.00
8/14/19	Testa for Senate (Mehmet Karavim)	1300.00

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.

[Signature]

Sworn and Subscribed to before me
 this 5 day of December, 2019

Notary Public

(APM00008056.DOC)
TABITHA COSSABOON
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 ID # 2274762
 MY COMMISSION EXPIRES APRIL 30, 2021

[Signature: Tabitha Cossaboon]

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 Karavan

Organization Address: 2123 Pine Drive, #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
<u>William G. Blaney</u>	<u>1764 Adams Ct., Turnersville, NJ</u>
<u>Marcus H. Karwan</u>	<u>9305 Pacific Ave, Wildwood Crest, NJ</u>

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
<i>na</i>	

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
<i>William G. Blaney</i>	<i>1764 Adams Ct, Turnersville, NJ</i>
<i>Marcus H. Karunan</i>	<i>9305 Pacific Ave, Wildwood Crest, NJ</i>

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):	<i>William G. Blaney</i>	Title:	<i>President</i>
Signature:	<i>[Signature]</i>	Date:	<i>12/5/19</i>

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

RESOLUTION #2020-03

Title: APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, pursuant to N.J.S.A. 2B:12-4, the Township Council of the Township of Lower is required to appoint an attorney licensed to practice law in the State of New Jersey to the position of Municipal Court Judge.

NOW, THEREFORE, BE IT RESOLVED that Thomas D. Keywood, Esquire, is hereby appointed by the Township Council of the Township of Lower as the Lower Township Municipal Court Judge for a term commencing on the date of this Resolution and continuing until December 31, 2022.

BE IT FURTHER RESOLVED that Thomas D. Keywood, Esquire as the Lower Township Municipal Court Judge, shall perform all duties required pursuant to the New Jersey statutes, regulations and Lower Township ordinances including, without limitation, N.J.S.A. 2B:12-4.

BE IT FURTHER RESOLVED that Thomas D. Keywood, Esquire as the Lower Township Municipal Court Judge, shall be paid a salary as follows: 2020: \$47,770.85; 2021: \$48,670.85; 2022: \$49,570.85 per year without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days in each of the years listed.

BE IT FURTHER RESOLVED that any notices of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, be duly published in the Township's official newspaper.

	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 6, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-04

Title: APPOINTMENT OF TOWNSHIP TAX APPEAL ATTORNEY FOR THE YEAR 2020 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 #: 01-210-155-289 – Tax Appeals

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 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 6, 2020.

Julie A Picard, Township Clerk

BLANEY



KARAVAN

Attorneys at Law - Blaney & Karavan, P.C.

William G. Blaney, Esquire*
bill@blaneykaravan.com

Marcus H. Karavan, Esquire**
marcus@blaneykaravan.com

+ Of Counsel

*Also a Member of the Pennsylvania Bar

**Also a Member of the New York Bar

Kyle D. Weinberg, Esquire
kyle@blaneykaravan.com

Steven A. Morris, Esquire*
steve@blaneykaravan.com

Frank Guaracini, III, Esquire+
frank@blaneykaravan.com

John R. Dominy, Esquire*+
john@blaneykaravan.com

Charles E. Schlager, Jr., Esquire*+
chuck@blaneykaravan.com

November 25, 2019

Julie A. Picard, Borough Clerk
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

RE: Special Tax Counsel

Dear Ms. Picard:

I would like to request that the above reference firm be reappointed to the position of Special Tax Counsel.

Enclosed please find an original copy of the law firm of Blaney & Karavan, P.C.'s Agreement & Contract to Provide Professional Legal Services for the Township of Lower.

Should you have any questions with regard to our response, please do not hesitate to contact me at the address and telephone number listed below.

Thank you in advance for your consideration in this matter.

Very truly yours,
Blaney & Karavan, P.C.

Marcus H. Karavan, Esquire

MHK/caf
Enclosure

2123 Dune Drive – Suite 11
Avalon, NJ 08202
Ph. 609-435-5368
Fx. 609-435-5473

3311 New Jersey Avenue
P.O. Box 1310
Wildwood, NJ 08260
Ph. 609-729-1700
Fx. 609 729-5372

BlaneyKaravan.com

**AGREEMENT & CONTRACT TO SERVE AS SPECIAL
TAX COUNSEL TO THE TAX ASSESSOR'S OFFICE FOR
TAX RELATED AND LAND USE MATTERS**

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; 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, 2020 and shall terminate December 31, 2020.

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:

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

RESOLUTION #2020-05

Title: APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2020

WHEREAS, there exists a need for the service of a Municipal Prosecutor in the Township of Lower, County of Cape May, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Blaney & Karavan Law Firm is hereby appointed as the Lower Township Municipal Prosecutor for the year 2020 for a term commencing on the date of this Resolution and continuing until December 31, 2020.

BE IT FURTHER RESOLVED that the Blaney & Karavan Law Firm as the Lower Township Municipal Prosecutor shall be paid a salary of \$ 40,000 in equal monthly payments without benefits, payable monthly on the first Council meeting of every month and CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 01-20-155-285

CFO Signature: _____
Lauren Read, CFO

BE IT FURTHER RESOLVED that Blaney & Karavan have completed and submitted a Business Entity Disclosure Certification which certifies that Blaney & Karavan have not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Blaney & Karavan from making any reportable contributions through the term of the appointment.

BE IT FURTHER RESOLVED that any notice of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., be duly published in the Township's official newspaper.

	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 6, 2020.

Julie A Picard, Township Clerk

BLANEY



KARAVAN

Attorneys at Law - Blaney & Karavan, P.C.

William G. Blaney, Esquire*
bill@blaneykaravan.com

Marcus H. Karavan, Esquire**
marcus@blaneykaravan.com

+ Of Counsel

*Also a Member of the Pennsylvania Bar

**Also a Member of the New York Bar

Kyle D. Weinberg, Esquire
kyle@blaneykaravan.com

Steven A. Morris, Esquire*
steve@blaneykaravan.com

Frank Guaracini, III, Esquire+
frank@blaneykaravan.com

John R. Dominy, Esquire*+
john@blaneykaravan.com

Charles E. Schlager, Jr., Esquire*+
chuck@blaneykaravan.com

November 26, 2019

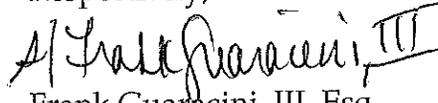
Township of Lower
Attn: Julie Picard
2600 Bayshore Road
Villas, New Jersey 08251

Re: 2020 Municipal Prosecutor Position

Dear Julie:

Please accept this correspondence as confirmation in this office's interest in reappointment as the Township's Municipal Prosecutor for 2020. Thank you for your continued confidence in this office and my representation of the Township. Feel free to contact me if you have any questions or concerns, or if you require any additional information.

Respectfully,


Frank Guaracini, III, Esq

2123 Dune Drive – Suite 11
Avalon, NJ 08202
Ph. 609-435-5368
Fx. 609-435-5473

3311 New Jersey Avenue
P.O. Box 1310
Wildwood, NJ 08260
Ph. 609-729-1700
Fx. 609 729-5372

BlaneyKaravan.com

THIS AGREEMENT made and entered into this ____ day of _____,

2020, by and between:

THE TOWNSHIP OF LOWER, with offices at 2600 Bayshore Road, Villas, NJ 08251 (hereinafter called the Party of the First Part); and

BLANEY & KARAVAN, P.C. of 2123 Dune Drive, St. 11, Avalon, N.J. 08202, (hereinafter called the Party of the Second Part).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that the law firm of Blaney & Karavan, P.C. is specially qualified as a professional in rendering services in the field of Municipal Prosecutor.

2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.

3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.

4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue for a period of one (1) year from January 1, 2020

through December 31, 2020, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addresses aforesaid.

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of municipal prosecution as may be requested by the Township from time to time.

6. None of the services aforesaid shall be performed without a request from an appropriate official of the Township.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, of a yearly stipend of \$40,000.00 without benefits for all regular municipal court sessions, payable in equal monthly installments and \$80.00 per hour for Special Court Sessions within 30 days of receipt of an invoice for the same. Checks will be made payable to Blaney & Karavan, PC.

8. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of the Township of Lower for any purpose but as an independent professional contractor for services.

10. The execution of this contract has been authorized on behalf of the Township of Lower by Resolution No. _____ dated _____ 2020.

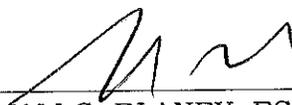
BLANEY & KARAVAN, PC
2123 DUNE DRIVE, ST. 11, AVALON, NEW JERSEY 08202

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

TOWNSHIP OF LOWER

ATTEST:

By: _____



WILLIAM G. BLANEY, ESQUIRE, President
On behalf of Blaney & Karavan, PA

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



TABITHA BOSSABOON
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2274762
MY COMMISSION EXPIRES APRIL 08, 2021

BLANEY & KARAVAN, PC
2123 DUNE DRIVE, ST. 11, AVALON, NEW JERSEY 08202

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

RESOLUTION #2020-06

Title: APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR THE YEAR 2020

WHEREAS, there exists a need for the service of a Municipal Public Defender in the Township of Lower, County of Cape May, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED that Seth Fuscillaro is hereby appointed by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as the Lower Township Public Defender for a term commencing on the date of this Resolution and continuing until December 31, 2020.

BE IT FURTHER RESOLVED that Seth Fuscillaro, as the Lower Township Public Defender shall be paid a salary of \$15,000.00 without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days and the funds are available in the current fund as evidenced by the Chief Financial Officer's Certification and Signature:

Lauren Read, Chief Financial Officer

BE IT FURTHER RESOLVED that any notice of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., be duly published in the Township's official Newspaper.

	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 6, 2020.

Julie A Picard, Township Clerk



LAW OFFICE OF
SETH A. FUSCELLARO, P.A.

100 E. RIO GRANDE AVENUE
WILDWOOD, NEW JERSEY 08260

SETH A. FUSCELLARO, ESQUIRE
email: seth@fuscellarolaw.com

Member of New Jersey &
New York Bar Associations

PHONE: (609) 522-6633
FAX: (609) 522-5030
www.fuscellarolaw.com

NJSBA No. 039071998

December 3, 2019

Mrs. Julie Picard
Township Clerk
2600 Bayshore Road
Villas, NJ 08251

**RE: *Township of Lower
Municipal Court Public Defender***

Dear Mrs. Picard:

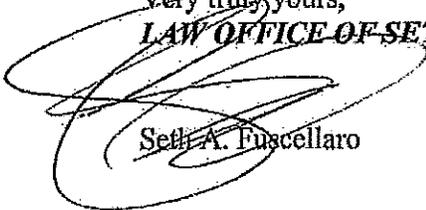
Please accept this correspondence along with the enclosures as a confirmation of my interest in the Township of Lower, Municipal Court Public Defendant position. Enclosed please find my resume listing my qualifications and experience for this position. My office location is as stated above and is fully staffed with the capabilities to handle the position and services to be provided as the Public Defender to the Township of Lower. Enclosed please find my resume which lists my qualifications and experience for this position. In accordance with the Fair and Open Process for Contracts of the Municipality, my proposed salary of \$15,000 does not exceed the \$15,000.00 per year option.

I have confirmed with my Associate, Toni D. Z. Fuscellaro, Esquire of her availability to cover this position for myself should a conflict with my scheduling occur. In addition, I do not foresee any conflicts with my representation of approved clients for a public defender in the Township of Lower.

I thank you for giving me your consideration for the position and hope to serve your community in the future.

Very truly yours,

LAW OFFICE OF SETH A. FUSCELLARO, P.A.


Seth A. Fuscellaro

Enclosure

2020 PUBLIC DEFENDER CONTRACT

THIS AGREEMENT, entered into this 1st day of January, 2020 by and between the **TOWNSHIP OF LOWER** and **SETH A. FUSCELLARO, ESQ.** of the law firm **THE LAW OFFICE OF SETH A. FUSCELLARO, P.A.** ("Firm") a firm of attorneys licensed to practice law in the State of New Jersey.

WITNESSETH;

WHEREAS, the Township of Lower desires to engage this Firm to provide legal services and assistance to indigent defendants in the Municipal court; and

WHEREAS, the Firm desires to undertake to render such services;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

1. The Township of Lower engages this firm, and the Firm hereby agrees to perform the following services:

- a. Make itself available in order to render all necessary legal services to perform the job of Public Defender for the Municipal Court of the Township of Lower;
- b. Meet with, review and prepare all defenses necessary for those indigent defendants awarded the services of the Public Defender by the Municipal Judge;

2. This Agreement shall remain in full force and effect from January 1, 2020, to December 31, 2020.

3. The fee for the services shall be \$15,000.00 per year payable in monthly installments.

4. It is hereby agreed that the Firm shall furnish legal services as set forth above and the Township of Lower shall make payments of same in accordance with the terms of Paragraphs 1 and 3 hereof.

6. It is hereby agreed that the Firm will not appear before the Lower Planning Board or the Lower Zoning Board of Adjustment on behalf of any private clients while this Contract is in effect.

7. In addition to legal fees, in matters falling within the scope of paragraph 5, the Township of Lower will be obligated to pay costs and expenses (when necessary and applicable). By way of example and not by way of limitation such costs and expenses may include:

- a. Expert witness fees
- b. Photocopying costs
- c. Telephone, toll calls and fax charges
- d. Postage, expedited mail service and other necessary expenses
- e. Messenger services

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

ATTEST:

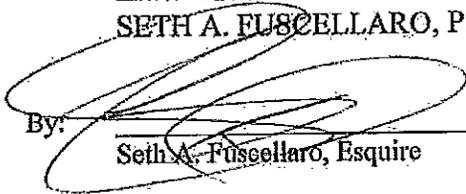
TOWNSHIP OF LOWER

By:

, Mayor

LAW OFFICE OF
SETH A. FUSCELLARO, P.A.

By:



Seth A. Fuscellaro, Esquire

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

RESOLUTION #2020-07

Title: APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal auditor and is satisfied with the services rendered by the current vendor and desires to authorize this appointment using as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and Ford Scott and Associates, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$ 40,000; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation: 01-20-130-299,135,207

Signature: _____
Lauren Read, CFO

WHEREAS, Ford Scott and Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott and Associates, LLC has made reportable contributions to a political or candidate committee in the Township of Lower in the previous one year.

Now, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Ford Scott and Associates, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 6, 2020.

Julie A Picard, Township Clerk



FORD - SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226

PHONE 609.399.6333 • FAX 609.399.3710

www.ford-scott.com

December 9, 2019

Mayor and Governing Body
and Chief Financial Officer
Township of Lower
2600 Bayshore Road
Villas, N.J. 08251

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide the Township of Lower for the year ended December 31, 2019. We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements of the Township of Lower as of and for the year ended December 31, 2019. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2020 Local Municipal Budget from information provided to us by officials of the Township of Lower.
- Assistance in the preparation of the 2019 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2019 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2019 Annual Debt Statement.

We have also been engaged to report on supplementary information other than Required Supplementary Information (RSI) that accompanies the Township of Lower's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedules of Expenditures of Federal & State Awards (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on this information:

- Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

If applicable, internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey OMB 15-08 (if applicable).

The *Government Auditing Standards* report on internal control over financial reporting and compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the Provisions of the Uniform Guidance and New Jersey OMB 15-08, if applicable; and the Requirements of Audit promulgated by the New Jersey Division of Local Government Services and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and New Jersey OMB 15-08, if applicable, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. Since the entity's financial statements are presented in accordance with the regulatory basis of accounting, our opinion will be adverse for presentation in accordance with accounting principles generally accepted in the United States of America. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the regulatory basis, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state award programs, if applicable; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and New Jersey OMB 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, if applicable. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and New Jersey OMB 15-08, if applicable.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance and New Jersey OMB 15-08, if applicable.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB 15-08 for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal and state awards, if applicable, and related notes of the entity in conformity with the regulatory basis of accounting prescribed by the New Jersey Division of Local Government Services, the Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement and the Annual Debt Statement. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedules of expenditures of federal and state awards and the related notes, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal and state awards, if applicable, and all accompanying information in conformity with the Regulatory Basis of Accounting promulgated by the Division of Local Government Services in the State of New Jersey; and for compliance with applicable laws and regulations (including federal and state statutes), and the provisions of contracts and grant agreements (including award agreements.) Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and NJ OMB 15-08, if applicable, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and NJ OMB 15-08, if applicable, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when we begin our field work.

You are responsible for identifying all federal and state awards received, if applicable, and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and New Jersey OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and New Jersey OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting prescribed by the NJ Division of Local Government Services. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, if applicable, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$40,000. In addition, we will bill separately at our standard hourly rates for any additional services requested by the Township of Lower. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Township of Lower and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

FORD, SCOTT & ASSOCIATES, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

Leon P. Costello
Leon P. Costello
Certified Public Accountant
Registered Municipal Accountant
No. 393

RESPONSE:

This letter correctly sets forth the understanding of the Township of Lower.

By: _____
Chief Financial Officer
Title: _____
Date: _____

By: _____
Mayor
Title: _____
Date: _____



November 30, 2016

To the Partners of Ford, Scott & Associates, LLC
and the Peer Review Committee of the NJCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Ford, Scott & Associates, LLC has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FORD, SCOTT & ASSOCIATES, L.L.C.

Trade Name:

Address: 1535 HAVEN AVENUE
OCEAN CITY, NJ 08226-3158

Certificate Number: 0109089

Effective Date: December 17, 2001

Date of Issuance: November 25, 2019

For Office Use Only:

20191125090322020

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, race, 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: Ford, Scott & Associates, L.L.C.

Name of Agent: Leon P. Costello

Title: Partner

Date: 12/9/19

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 Ford, Scott & Associates, L.L.C. 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
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership Company

Name of Stock or Shareholder	Home Address
Leon P. Costello	229 Simpson Avenue, Ocean City, NJ 08226
Michael S. Garcia	11 Coventry Lane, Palermo, NJ 08230
John A. Sabella	3271 Siena Way, Vineland, NJ 08361

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: Ford, Scott & Associates, L.L.C.

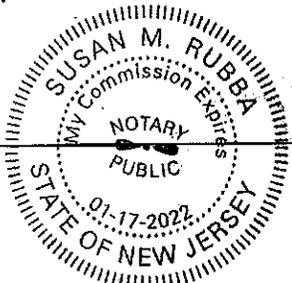
Signed: [Signature] Title: Partner
 Print Name: Leon P. Costello Date: 12/9/19

Subscribed and sworn before me this 9 day of December, 2019.

My Commission expires: _____

[Signature]
 (Affiant)

 (Print name & title of affiant) (Corporate Seal)



**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 06-2 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:

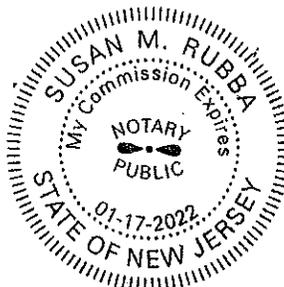
Date	Name of Organization	Amount
10/29/19	McClellan for Assembly	\$1,000
10/29/19	Simonsen for Assembly	\$1,000
10/29/19	Testa for Senate	\$1,500
11/2/19	Norris for Committee	\$1,000
11/4/19	Keep Progress Rolling	\$2,000

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.

Leon P. Costello, Partner
Ford, Scott & Associates, L.L.C.

Sworn and Subscribed to before me
this 9 day of December, 2019.
[Signature]
Notary Public

(APM00008056.DOC v. 1)



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:26-24.2 (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: Ford, Scott & Associates, L.L.C.

Organization Address: 1535 Haven Avenue, Ocean City, NJ 08226

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): Limited Liability Company

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
Leon P. Costello	229 Simpson Avenue, Ocean City, NJ 08226
Michael S. Garcia	11 Coventry Lane, Palermo, NJ 08230
John A. Sabella	3271 Siena Way, Vineland, NJ 08361

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
N/A	

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
Leon P. Costello	229 Simpson Avenue, Ocean City, NJ 08226
Michael S. Garcia	11 Coventry Lane, Palermo, NJ 08230
John A. Sabella	3271 Siena Way, Vineland, NJ 08361

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):	Leon P. Costello	Title:	Partner
Signature:		Date:	12/9/19

**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-JUL-2019** to **15-JUL-2026**

FORD, SCOTT & ASSOCIATES, L.L.C.
1535 HAVEN AVENUE
OCEAN CITY NJ 08226



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

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

RESOLUTION #2020-08

Title: APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire bond counsel and is satisfied with the 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. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the contract may exceed \$17,500, and Archer & Greiner, P.C. has submitted a proposal indicating that they will provide the goods or services described above; and

WHEREAS, the term of this contract is one year, January 1, 2020 – December 31, 2020 and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation: Applicable Bond Ordinances

CFO Signature: _____
Lauren Read, CFO

WHEREAS, Archer & Greiner has completed and submitted a Business Entity Disclosure Certification which certifies that Archer & Greiner has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Archer & Greiner from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Archer & Greiner for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 6, 2020.

Julie A Picard, Township Clerk

**BOND COUNSEL SERVICES
A G R E E M E N T**

THIS AGREEMENT, made as of this ___ day of January, 2020, between the TOWNSHIP OF LOWER, a body politic of the State of New Jersey, herein designated as the "Township", party of the first part, and ARCHER & GREINER, P.C., Attorneys at Law with offices at 10 Highway 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.

C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes.

When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the Township, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township.

I. Bond Counsel will provide legal services listed in the Township's solicitation of qualifications, which are incorporated herein by this reference.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of \$450 for each single purpose ordinance and \$550 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,200.00 for Bond Counsel's approving legal opinion in connection with such a financing and \$.50 per thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving refundings or the combination of numerous

ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of a bond issue providing the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$165 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the Township, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the Township through an Improvement Authority, NJIB, USDA or any other legal services the Township wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the Township hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with

the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

IN WITNESS WHEREOF, the TOWNSHIP OF LOWER has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF LOWER

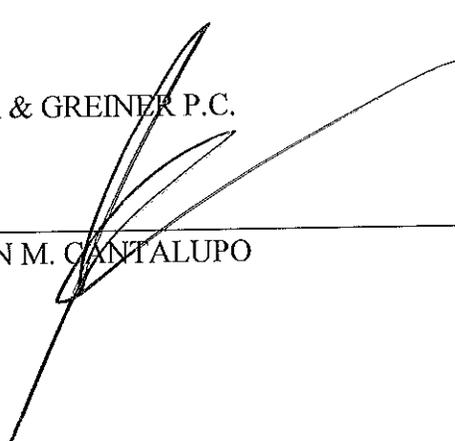
ATTEST:

Township Clerk

BY: _____
Authorized Officer

ARCHER & GREINER P.C.

BY: _____
JOHN M. CANTALUPO



P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

December 12, 2019

VIA EMAIL AND FEDERAL EXPRESS

Julie Picard
Township Clerk
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

Re: Township of Lower
2020 Professional Services Agreement – Bond Counsel

Dear Ms. Picard:

Enclosed please find two (2) executed copies of service agreements, which incorporate Affirmative Action Language, as well as other supporting documents. I ask that you return to me one (1) fully executed service agreement for our file within the pre-paid envelope provided.

It is truly our pleasure to be of service to the Township of Lower.

If you have any questions regarding the enclosed, please contact me at 732-268-8009.

Very truly yours,

JOHN CANTALUPO

Enclosures

12/30/04

Taxpayer Identification# 222-092-948/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or for more information, please call our Registration Hotline at (609) 292-7300.

We wish you continued success in your business endeavors.

Sincerely,

J. E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

ARCHER & GREINER, A PROFESSIONAL CORPORATION

TRADE NAME:

ADDRESS:

1 CENTENNIAL SQUARE
HADDONFIELD, NJ 08033

SEQUENCE NUMBER:

0066793

EFFECTIVE DATE:

12/12/75

ISSUANCE DATE:

12/30/04

J. E. Tully
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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: Archer & Greiner, PC
Name of Agent: Christopher R. Gibson
Title: President
Date: 12/5/19

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 Archer & Greiner, 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 Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

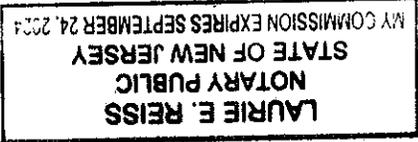
Name of Stock or Shareholder	Home Address
No one stockholder owns 10% or more.	

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: Archer & Greiner, PC
Signed: [Signature] Title: President
Print Name: Christopher R. Gibson Date: 12/5/19

Subscribed and sworn before me this 5th day of December, 2019.
Laurie E. Reiss
(Affiant)
My Commission expires: 9/24/24
(Print name & title of affiant) (Corporate Seal)



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 96-2 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:

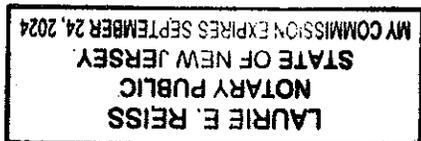
Date	Name of Organization	Amount

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.


Christopher R. Gibson, President

Sworn and Subscribed to before me
this 24 day of December, 2012
Laurie E. Reiss
Notary Public

(ARM00008056.DOC v. 1)



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: Archer & Greiner, PC

Organization Address: One Centennial Square, Haddonfield, NJ 08033

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.**

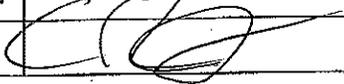
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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):	Christopher R. Gibson	Title:	President
Signature:		Date:	12/5/19

Certification 11582

**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 JUL 2019** to **15 JUL 2022**

ARCHER & GREINER, P.C.
ONE CENTENNIAL SQUARE
HADDONFIELD NJ 08033



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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

RESOLUTION #2020-09

Title: **APPOINTMENT OF PUBLIC INFORMATION OFFICER FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has the need to acquire a Public Information Officer 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. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Lauren Suit has submitted a proposal indicating that she will provide the goods or services described above for a price not to exceed \$12,900; and

WHEREAS, the term of this contract is January 2, 2020 to December 31, 2020; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: 01-20-100-285

CFO Signature: _____
Lauren Read, CFO

WHEREAS, Lauren Suit has completed and submitted a Business Entity Disclosure Certification which certifies that Lauren Suit has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Lauren Suit from making any reportable contributions through the term of the contract.

Now, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Lauren Suit for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment 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 6, 2020.

Julie A Picard, Township Clerk



Lauren Suit

ADDRESS: 10 HOLIDAY ROAD, VILLAS, NJ 08251

EMAIL: LAURENSUIT@GMAIL.COM

PHONE: 609-247-6116

COMMUNICATIONS & MARKETING PROFESSIONAL

PUBLIC RELATIONS - MEDIA MANAGEMENT

Professional service contract request for the position of **Public Information Officer**.

Proposed Duties of the Public Information Officer:

1. Creating press releases that are designed to aid economic development, bolster tourism, publicize upcoming special events, and disseminate information to the public.
2. Distributing information to the media as assigned by the Township Manager.
3. Media consulting.
4. Social media management.
5. Event photography and distribution.
6. Attend Lower Township Council meetings to gather information for press releases and news items.
7. Attend Lower Township special events.
8. Consultation with Township Manager or Council when requested.
9. Monitor news stories about the Township and maintain an archive of articles about Lower Township.

2020 BUDGET

\$1,075.00 per month for a period of 12 months, not to exceed a total of \$12,900.00



Lauren Suit

10 HOLIDAY ROAD | VILLAS, NJ | 08251

✉ laurensuit@gmail.com

🌐 [linkedin.com/in/lauren-suit/](https://www.linkedin.com/in/lauren-suit/)

☎ 609-247-6116

SKILLS

- Strategic and Tactical Marketing Plan Manager
- Feature Writer
- Copywriting and Editing
- Photography
- Event Planning
- Social Media Management
- Team Management
- Non-profit grant writing
- Project Management

EDUCATION

Ramapo College of New Jersey

Bachelor of Arts Degree

2000 - 2003 / MAHWAH, NJ

Major: Communication Arts

Concentration: Public Relations and Journalism

Minor: Literature

GPA 3.5 - Cum Laude

ACHIEVEMENTS

Member of the Lower Township Chamber of Commerce Board of Directors

Member of the Lower Township Healthy Youth Coalition

New Jersey Press Association's Better Newspapers Contest Winner: Feature Story, 2011

New Jersey Press Association's Better Newspapers Contest Winner: Feature Story, 2008

EXPERIENCE

Township of Lower | *Public Information Officer*

2014 - PRESENT / LOWER TOWNSHIP, NJ

- Generate and distribute press releases.
- Manage and create multimedia coverage at township events.
- Manage and create township social media postings.

Cape May Magazine | *Feature Writer*

2014 - PRESENT / CAPE MAY, NJ

- Feature content writer for Cape May Magazine.

Greater Wildwoods Tourism Improvement Authority | *Marketing Coordinator*

2019 - PRESENT / WILDWOOD, NJ

- Promotes the Wildwoods as a family vacation destination, overseeing product development, research and planning, marketing, advertising, promotions, and public relations.
- Social Media Management

Allegra Marketing, Print and Mail | *Marketing Specialist and Project Manager*

2016 - 2019 / MARMORA, NJ

- Researched, created and presented tactical and strategic marketing plans.
- Project management and execution of marketing plans.
- Managed client marketing and advertising budgets.
- Created estimates and invoices for client projects.
- Provided leadership for Customer Service Representative and Pre-Press Departments.
- Created public relations materials.
- Media management.

Naval Air Station Wildwood Aviation Museum | *Communications Coordinator and Grants Manager*

2015 - 2016 / LOWER TOWNSHIP, NJ

- Researched, applied and wrote grant applications.
- Coordinated grant projects and oversaw budget.
- Created and presented all grant reports.
- Generated and distributed press releases.
- Planned special public and private events.

hibu | *Editor and Publication Manager*

2013 - 2015 / KING OF PRUSSIA, PA

- Launched seven individual community magazines.
- Managed content for each publication.
- Planned upcoming coverage and themes.
- Assigned stories to freelance writers and photographers.
- Oversaw the editing and layout of each publication.

Catamaran Media | *News and Features Reporter*

2010 - 2013 / SEAVILLE, NJ

- Created municipal coverage for online and print publication.
- Developed an entertainment column.
- News photography.
- Edited copy and pagination.

Herald Newspapers | *General Assignment Reporter*

2005 - 2010 / RIO GRANDE, NJ

- Reported on government, features, business and crime.
- News photography.
- Online publication, video, and podcast interviews.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SUIT, LAUREN HUGGINS
Trade Name:
Address: 10 HOLIDAY RD
VILLAS, NJ 08251
Certificate Number: 1878917
Effective Date: June 04, 2014
Date of Issuance: July 01, 2014

For Office Use Only:
20140701132222108

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, race, 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: _____

Name of Agent: Lauren Suit

Title: Public Information Officer

Date: 11/1/20

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

Part II B Ownership Disclosure Certification

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
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

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: Lauren Smit
 Signed: Lauren Smit Title: Public Information Officer
 Print Name: Lauren Smit Date: 1/1/20

Subscribed and sworn before me this ____ day of _____, 20____.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

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

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Underetigned, 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.

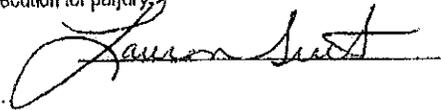
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

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 96-2 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

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 ___ day of _____, 20__.

Notary Public

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:26-24.2 (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: Lauren Suit

Organization Address: 10 Holiday Road, Villas NJ 08251

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

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

RESOLUTION #2020-10

Title: APPOINTMENT OF JOINT INSURANCE FUND RISK MANAGEMENT CONSULTANT

WHEREAS, the Governing Body of the Township of Lower is a member of the Atlantic County Municipal Joint Insurance Fund, a self- insurance pooling fund, following a detailed analysis; and

WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws; and

WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required, and was included in the cost considered by the Governing Body; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, does hereby appoint J. Byrne Agency as its Risk Management Consultant in accordance with N.J.S.A. 40A:11-5 at a fee of 5% of the combined ACMJIF and MELJIF net assessment amount as per their proposal (year (3) three of a (3) three year proposal) for the period of January 1, 2020 to December 31, 2020.

BE IT FURTHER RESOLVED that the proper officials are hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to N.J.S.A. 40A:11-5 (1), (a), (i).

	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 6, 2019.

Julie A Picard, Township Clerk

Agreement

Risk Management Consultant Atlantic County Municipal Joint Insurance Fund

Bill
This agreement, entered into this 1st day of January, 2018, between the Township of Lower (hereinafter referred to as the municipality) and the J. Byrne Agency, Inc. (Corporation) of the State of New Jersey, having its principal office at 5200 New Jersey Avenue, Wildwood, NJ (hereinafter referred to as the Consultant)

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund, and

WHEREAS, the municipality desires these professional services pursuant to the resolution adopted by the Township Council of the Municipality at a meeting held on _____ ;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

- 1) The consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the Municipality as follows:
 - A) The Consultant shall assist the Municipality in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - B) Assist the Municipality in understanding and selecting the various coverage's available from the Atlantic County Municipal Joint Insurance Fund.
 - C) Review with the Municipality any additional coverage's that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality's authorization place such coverage's outside the Fund.

- D) Assist the Municipality in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
 - E) Review the Municipality's assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
 - H) Any other services required by the Fund's ByLaws.
- 2) The term of this agreement shall be for three (3) years from the first day of January, 2018, or from the effective date of coverage.
 - 3) The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to five percent (5%) of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of the payment of the member's assessment. The consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
 - 4) For any coverage's, authorized by the Municipality, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.

ATTEST: *[Signature]*
the Trust, Clerk

DATED: 1-3-2018

Township of Lower

By: *[Signature]*
Eric Surace, Mayor

ATTEST: *[Signature]*

DATED: 1/9/18

J. BYRNE AGENCY

By: *[Signature]*
 Thomas P. Byrne, AIA
 President

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

RESOLUTION #2020-11

Title: APPROVAL OF PETTY CASH FUNDS - 2020

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

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

<u>Location</u>	<u>Amount</u>	<u>Custodian</u>
Treasurer's Office	\$100.00	Lauren Read, CFO Colleen Crippen, Asst. Treas.
Police Department	\$550.00	Chief William Mastriana Captain William Priole

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned funds are hereby approved for the use as petty cash 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 6, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-12

Title: ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES FOR THE YEAR 2020

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower scheduled for January 6, 2019, at which time it is 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; and with the exception of the meeting dates designated below when the starting time will be changed to 5:00pm. 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 and action may be taken.

Meeting of January 20 shall be changed to Wednesday, January 22
Meeting of February 17 shall be changed to Wednesday, February 19
Meeting of September 7 shall be changed to September 9

Meeting of July 6 shall begin at 5:00 pm
Meeting of July 20 shall begin at 5:00 pm
Meeting of August 3 shall begin at 5:00 pm
Meeting of August 17 shall begin at 5:00 pm

	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 6, 2020.

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 2020 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.

Re-Org Monday – January 6, 2020*
Wednesday – January 22, 2020*
Monday - February 3, 2020
Wednesday - February 19, 2020*
Monday - March 2, 2020
Monday - March 16, 2020
Monday - APRIL 6, 2020
Monday - April 20, 2020
Monday - May 4, 2020
Monday - May 18, 2020
Monday - June 1, 2020
Monday - June 15, 2020

Monday - July 6, 2020 ** 5:00 pm
Monday - July 20, 2020 ** 5:00 pm
Monday - August 3, 2020 **5:00 pm
Monday - August 17, 2020 **5:00 pm
Wednesday - September 9, 2020*
Monday - September 21, 2020
Monday - October 5, 2020
Monday - October 19, 2020
Monday - November 2, 2020
Monday - November 16, 2020
Monday - December 7, 2020
Monday - December 21, 2020

*Indicates a change due to holiday

Indicates a **TIME Change

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

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

RESOLUTION #2020-13

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 \$7,960. for the year 2020.

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 6, 2020.

Julie A Picard, Township Clerk



Volunteers in Medicine

FREE CLINICS OF SOUTH JERSEY

www.vimsj.org • 609-463-2846

Honorable Erik Simonsen and Council
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

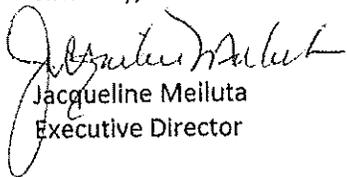
Dear Mayor Simonsen and Council,

Volunteers in Medicine (VIM) was organized as a 501c(3) in 2001 to understand and serve the health and wellness needs of the uninsured and underserved living and working in South Jersey. VIM's Cape May County clinic has been in continuous operation since 2002, the Atlantic County clinic opened in March of 2017. More than 600 people consider the VIM clinics their primary care doctor and medical home.

We could not have done it without the generous support of our Municipal Partners. VIM receives no Federal or State funds. We rely on the local community and our Municipal Partners to maintain clinic operations. As VIM continues to provide health services to the needy residents of your community, we ask that your annual budget include a partnership donation of \$7,960 to Volunteers in Medicine.

VIM believes that a measure of any society or community is how its citizen's care for those in need; Cape May County and Lower Township, in particular, is a shining example of neighbors caring for neighbors. Thank you for your continued support and leadership on this very important issue.

Sincerely,



Jacqueline Meiluta
Executive Director

CC: Township Manager – Jim Ridgway

*VIM Board of Trustees: Susan N. Adams • Joanne Carrocino, FACHE • Katherine Custer • Craig DeGenova •
Rev. Joanne Drane, PhD • Meghan Fortmann • Micki Goldberg • Rev. Dr. Julia Hankerson • Carol Harris •
Joseph Iudica • Trina McSorley • Daniel P. Nugent • Dolly Paramanathan • Carolyn Peterson •
Matthew Piskun, PharmD, MBA • Rev. David Yun*

423 North Route 9, Cape May Court House, NJ 08210
3073 English Creek Road, Egg Harbor Twp, NJ 08234

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

RESOLUTION #2020-14

Title: APPROVING 2020 CONTRACT WITH CAPE ASSIST

WHEREAS, N.J.S.A. 40A:11-3 authorizes the award of any contract without competitive bidding for any purchase, work or service that does not exceed in the fiscal year the total sum of Seventeen Thousand Five Hundred (\$17,500) Dollars; and

WHEREAS, the Township is desirous of renewing its contract with Cape May County Council on Alcoholism and Drug Abuse, Inc. administered by Cape Assist for the Employee Assistance Program; and

WHEREAS, the contract amount for 2020 is Twenty-One Dollars (\$21) per employee currently based on 153 employees for a total of Three Thousand Two Hundred Thirteen Dollars (\$3,213.00) and funds are available in the current fund entitled Group Health 01-23-220-402 as evidenced by the Treasurer's signature below:

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 Mayor and Clerk are hereby authorized to sign the attached contract agreement for the year 2020.

	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 6, 2020.

Julie A Picard, Township Clerk



AGREEMENT

EMPLOYEE ASSISTANCE PROGRAM

This is an agreement between the CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation (hereafter "Cape Assist") and Municipality of Lower Township (hereafter "Employer") to establish an EMPLOYEE ASSISTANCE PROGRAM (hereafter "EAP") to commence on 1/1/2020 and terminate on 12/31/2020.

WHEREAS, the Employer recognizes the need for an EAP for its employees and desires to retain Cape Assist to establish, administer, and provide personnel for an EAP, it is hereby agreed that

CAPE ASSIST WILL:

- * Meet and confer with appropriate personnel of the Employer to develop the policies that will define the scope of the program, and, the procedures and the activities of the program that will most effectively meet the needs of the Employer to be referred to as the "EAP Policies and Procedures."
- * Conduct a training program for the Employer's administrative and supervisory Personnel on EAP Policies and Procedures.
- * Conduct an initial orientation and educational seminar on EAP Policies and Procedures, for all employees who are eligible to participate in the EAP.
- * Provide assessment, evaluation, intervention, referral and case management Services for employees referred to the EAP.

THE EMPLOYER WILL:

- **Designate specific members of its administrative staff to assist Cape Assist's representatives in the development of EAP Policies and Procedures.**
- * **Designate and set aside an appropriate meeting place for the initial orientation seminar on EAP Policies and Procedures for all employees who are eligible for the EAP and for any additional education or training program that the parties agree are necessary to facilitate the EAP.**
- * **Provide a private, confidential meeting place where the Employer's can meet with Cape Assist Staff when they wish to be counseled at their work site consistent with EAP Policies and Procedures, if requested.**

BOTH PARTIES AGREE:

- **To strictly adhere to the confidential regulations that are defined in Federal Law 42 CFR Part 2 and pertains to the confidentiality of patient/client records.**
- **To abide by the EAP Policies and Procedures.**
- **To review and update the Policies and Procedures annually or on an as needed basis, when the need to do so is identified by either the Employer or Cape Assist.**

In Consideration for the EAP services to be provided by Cape Assist, the Employer agrees to pay:

A flat rate of \$3,213.00 for 153 employees for twelve (12) months beginning January 1, 2020 and ending December 31, 2020. Annual cost per employee is \$21.00. Full payment to be received within thirty (30) days of formal acceptance of Agreement. Increases or decreases in personnel of 10% or more shall be reported to Cape Assist and will result in Agreement modification.

INDEMNITY AND HOLD HARMLESS AGREEMENT PROVISION

Cape May County Council on Alcoholism and Drug Abuse, Inc. agrees to indemnify and hold harmless the Employer and their agents, servants and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case of the work herein, which 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or part by Cape May County Council on Alcoholism and Drug Abuse, Inc.'s negligent act or omission or that of a subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Employer is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

The employer agrees to indemnify and hold harmless Cape May County Council on Alcoholism and Drug Abuse, Inc. and their agents, servants, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death for property damage, including loss of use, and 2) caused in whole or part by the Employer's negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractors or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Cape May County Council on Alcoholism and Drug Abuse, Inc. is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

Nothing herein shall constitute a waiver of or otherwise limit any right either the Employer or Cape Assist may claim for immunity pursuant to N.S.S.A. 2a:53Aa-7, et seq. or, any other law of this State.

CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation.

by _____
Executive Director Date

Witness _____
Name Date

Municipality of Lower Township:

by _____
Name

Title Date

by _____

Title Date

Witness _____
Name Date

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

RESOLUTION #2020-15

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 6, 2020 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 \$1,500.00 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 Ten (\$10.00) 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 6, 2020.

Julie A Picard, Township Clerk

Original -

C- Police McEwing
QPA
Clerk.



Shore Animal Control Services LLC.

Linda Gentile, ACO, Owner
Holly Gavrilow, ACO, ACI
Alexis Condo, ACO
Wendy Siffel, Dispatch

Pam Jessie, ACO, Office Manager
Rob Beach, ACO
Chelsea Lippincott, HELO ACO
Jay Jessie, ACO

"We Serve the Community with Pride and Dedication"

October 15, 2019

Margaret Vitelli
Purchasing Agent
2600 Bayshore Rd
Villas, NJ,

Please accept this proposal to provide animal control services for Township of Lower.

SAC was founded in 2008 by **Dr. Nick Holland**, owner of **Shore Veterinarians**. He started this company because he felt there was a lack of animal control companies to properly service the many municipalities in South Jersey. SAC quickly developed a reputation of providing quality services in both Atlantic and Cape May County.

We look forward to the opportunity to service your municipality should our company be awarded the contract. 3 Copies of all the following are included in this package.

- a) Shore Animal Control Services, LLC, 90 Dennisville Petersburg Rd, UT, 08270
Mailing Address: PO Box 597, Tuckahoe, New Jersey, 08250
- b) 8 Licensed ACO's currently on staff. 1 ACI, and 1 HLEO
- c) Attached License certifications
- d) See attached list of staff members
- e) See attached list of qualifications along with degrees of our staff.
- f) Experience with Lower Township: We have serviced the township of Lower for the past 6 years and are extremely familiar with the territory, residents, the "frequent flier" dogs at large, cat colony caretakers, neglect situations, and wildlife issues. We have 2 officers that live in Lower Township and 2 beach patrol officers that also live in Lower Township. Please see the detailed bio/resume of on our primary officers that will be in the township to provide prompt service.
- g) We have officers and a vehicle in the township 24/7 that will be able to respond to all calls within the response time frame of quicker in many cases with a new officer now residing in the township. We have 4 vehicles that will be in service

in 2020 and one Fully Marked Vehicle will remain in Lower Township 24/7 to provide visibility and quick response. If this vehicle is ever in need of service, we swap out our other identical van temporarily which is usually in Upper Township.

h) Complete

i) Contracts currently serviced.

We service many municipalities in Cape May County primarily and have had long term professional services contracts with many of these entities. Below are the contracts that we currently service.

Upper Township: 2010-PRESENT

Woodbine: 2013-PRESENT

Wildwood: 2014-PRESENT

Wildwood Crest: 2015-PRESENT

North Wildwood: 2015-PRESENT

Stone Harbor: 2015-PRESENT

Sea Isle City: 2017-PRESENT

Lower Township: 2013-PRESENT

Buena Borough: 2011-PRESENT

Buena Vista: 2015-PRESENT

Estell Manor: 2015-2017, 2019-PRESENT

Corbin City: 2018-PRESENT

Fairfield Township: 2019-PRESENT

Upper Deerfield: 2019-PRESENT

j) Member of the New Jersey Animal Control Officers Association, Additional on attached employee credentials.

k) Business Registration (see attached) since 2009

l) Exhibit A attached and Employee Info Form.

m) References Attached

n) 2020 Rate Schedule attached.

BID PROPOSAL FORM

2019-22 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:

*List any exemptions and/or additional fees on a separate sheet.

Animal Control Service 2020:

Fifty Six Thousand In Words \$56,000 In Numbers

Animal Control Service 2021:

Fifty Six Thousand In Words \$56,000 In Numbers

Animal Control Service 2022:

Fifty Seven Thousand In Words \$57,000 In Numbers

SAC Company Name

27-0738129 Federal I.D. # or Social Security #

90 RT 610, Petersburg, NJ 08270 Address

[Signature] Signature of Authorized Agent

LINDA GENTILE Type or Print Name

Title: OWNER

(609) 402-8325 Telephone Number

10/28/19 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 #



Shore Animal Control Services LLC.

Linda Gentile, ACO, Owner
Holly Gavrilow, ACO, ACI
Alexis Condo, ACO
Wendy Siffel, Dispatch

Pam Jessie, ACO, Office Manager
Rob Beach, ACO
Chelsea Lippincott, HELO ACO
Jay Jessie, ACO

"We Serve the Community with Pride and Dedication"

EXCEPTION AFTER HOUR CHARGE

After 5:00 PM and Sundays: \$75 per emergency call out verified and required by Lower Township Police Department.

**

Our normal contract business hours for all other townships are Monday-Friday 9-5PM.

For Lower Township, we have added Saturday as a normal business day because of the increased weekend visitors to Lower Township year round.

We have added Saturday as a normal business day with a fulltime officer working who lives in Lower Township Alexis Condo.

This was not required of our past 6 years, however, we felt the township needs an officer in town on Saturdays. It is often the busiest day of the week with lost dogs from visitors.

We feel the township should require this in all future bids as the weekends, especially during the season are busier with lost animals than the regular weekdays. Most of the year, a weekend officer is essential to provide quality and prompt service.

PO BOX 597, TUCKAHOE, NJ, 08250
PHONE: 1-800-351-1822 FAX: 1-800-351-1822
Manager@ShoreAnimalControl.com
www.ShoreAnimalControl.com

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

Bid# 2019-21 PROPOSAL FORM

**Fireworks Display Including Barge for Independence Day Event
2020 and 2021 with a 2022 option**

In accordance with the Bid Proposal, General Instructions, Conditions and Specifications, we wish to bid the following; **Supply & perform a minimum Twenty Three (23) minute Independence Day Pyro theatrical performance of a fireworks show on July 3 @ 9:00 PM EDT with a rain date of July 5.**

A copy of the proposed program for the aerial display shall be provided with the submittal of the bid proposal. Failure to supply the required program with the proposal shall be considered just cause for the Township's rejection of the bid. *Barge Show Must be Electronically Fired.

1.	2020 Independence Day Firework Show Bid Price	\$ <u>50,000.00</u> 2020
2.	2021 Independence Day Firework Show Bid Price	\$ <u>51,000.00</u> 2021
3.	2022 Independence Day Firework Option Price	\$ <u>53,100.00</u> 2022

RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT

Weather/Rain Delay/Postponement Date/Time: If required this date shall be determined by the Township at the time of the postponement of the originally scheduled show.
Note: This fee shall only be paid by the Township, if the weather/rain delay/postponement is evoked by the Township and if **less** than twenty-four (24) hours of notice is given to the contractor.

2020 = \$7,185.00 + Incurred Barge Fees
2021 = \$7,435.00 + Incurred Barge Fees
2022 = \$7,685.00 + Incurred Barge Fees
\$ _____
2020/2021/2022

****Detailed Description of type and amount of shells per "Show" must accompany the proposal.**

Submitted by: Pyrotecnico Fireworks, Inc.
(Name of Firm)

Name: Ken Furstoss
(Please Type or Print)

Signature: 

Title: Show Producer

Dated: 10 / 28 / 2019

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

RESOLUTION #2020-18

Title: DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING
FOR THE YEAR 2020

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was scheduled for January 6, 2020 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 legal notices & advertising, including notices of public meetings, shall be the Cape May Star and Wave.

BE IT FURTHER RESOLVED that the second newspaper to be utilized for publication of 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 6, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-19

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

WHEREAS, the Township Mayor 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 Mayor Erik Simonsen are hereby approved as the Emergency Management Council for 2020.

<u>NAME</u>	<u>CATEGORY</u>	<u>NAME</u>	<u>CATEGORY</u>
Erik Simonsen	1	David Perry	1
James Ridgway	2	William Mastriana	2 & 7
Gary Douglass	2 & 8	Eileen Kreis	2
Ed Donohue	2	Donna Blackley	4
Gary Playford	2 & 5	Craig Loper	5
Kevin Lewis	7	Kevin Hart	3
Bryan Harron	4 & 9	Lewis Megonigal	4 & 9
David Lepor	4, 8 & 9	Joseph Castalucci	2

BE IT FURTHER RESOLVED that Lower Township Mayor appointed Ed Donohue as OEM Coordinator and Gary Douglass as Deputy OEM Coordinator for a three year term January 1, 2019 thru December 31, 2021.

	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 6, 2019.

Julie A Picard, Township Clerk