

- Res. #2012-207 Payment of Vouchers, \$ 1,843,289.82
- Res. #2012-208 Resolution Authorizing the Donation of A 2008 Ford Int/Crown Victoria No Longer Needed For Public Use to the Town Bank Volunteer Fire Company
- Res. #2012-209 Resolution Amending Resolution #2012-75, Establishment of Council Meeting Dates and Times (setting meeting time at 6:00p.m.)
- Res. #2012-210 Resolution Authorizing a Grant Application and the Execution of a Grant Agreement with the New Jersey Department of Transportation for the Clubhouse Drive Project (reconstruction /resurfacing)
- Res. #2012-211 Resolution Approving Project Proposal Between Hatch Mott Macdonald and the Township of Lower For Engineering Services Related to the Beach Drive Pedestrian Access Improvement Project (Traffic engineering services for project, \$2,900)
- Res. #2012-212 Small Cities Housing Rehabilitation Program Policy and Procedure Manual (annual requirement)
- Res. #2012-213 Resolution Approving Project Proposal Between Hatch Mott Macdonald and the Township of Lower For Engineering Services Related to the Reconstruction of Clubhouse Drive (preparation and submission of a DOT application, \$2,200)
- Res. #2012- 214 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." (Update on Police Personnel Issues)
- Res. #2012-215 Authorizing Pay Out of Terminal Leave (C. Lambert \$20,431.50)
- Res #2012-216 Approving the Separation Agreement and General Release Of the Voluntary Resignation of C. Lambert

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00825 COMCAST*			Continued					
	12-02198	08/13/12	MONTHLY INTERNET- TOWN HALL	Open	<u>95.18</u>	0.00		
					190.36			
00991 COLONIAL ELECTRIC SUPPLY*								
	12-01944	07/13/12	EXIT LIGHTS FOR MAINTENANCE	Open	166.66	0.00		
01072 WILLIAM CORDES JR								
	12-02184	08/10/12	CONTRACTUAL REIMBURSEMENT	Open	150.54	0.00		
01130 GAYLE HADLEY								
	12-02170	08/09/12	PAYMENT FOR ZUMBA INSTRUCTOR	Open	85.00	0.00		
01170 VERIZON WIRELESS* F/S								
	12-02132	08/07/12	CELL SERVICE FOR FIRE SAFETY	Open	72.35	0.00		
01196 H A DEHART & SON*								
	12-01915	07/11/12	PARTS /DPW	Open	95.51	0.00		
	12-01967	07/17/12	PARTS FOR COUNTY VEH/ SWEEPER	Open	86.51	0.00		
	12-02075	08/01/12	PARTS/ROAD/DPW	Open	<u>947.79</u>	0.00		
					1,129.81			
01219 CONTRACTOR SERVICE*								
	12-01948	07/13/12	VARIOUS EQUIP/SUPPLIES/ROADS	Open	456.75	0.00		
01239 DIANA L DeNOTE								
	12-02189	08/10/12	CONTRACTUAL REIMBURSEMENT	Open	213.00	0.00		
01310 JLP INTL INC*								
	12-01496	06/08/12	EXERSICE ROOM EQUIPMENT	Open	18,043.95	0.00		
01490 ROBERT FESSLER								
	12-01996	07/20/12	TRAINING MEALS	Open	32.25	0.00		
01502 PAMELA FELDER								
	12-02148	08/08/12	CONTRACTUAL REIMBURSEMENT	Open	51.00	0.00		
01582 FLAGHOUSE, INC.*								
	12-02000	07/20/12	CASSETTE PLAYERS	Open	419.80	0.00		
01781 HATCH MOTT MACDONALD, LLC*								
	12-01983	07/18/12	BEACH DRIVE PEDESTRIAN ACCESS	Open	51,500.00	0.00		
	12-02123	08/06/12	FOR PROFESSIONAL ENGINEERING	Open	<u>69.00</u>	0.00		
					51,569.00			
01785 ROBERT HARTMAN SR								
	12-02116	08/03/12	CONTRACTUAL REIMBURSEMENT	Open	760.47	0.00		
01806 ANTHONY J HARVATT, II, ESQ								
	12-00985	04/17/12	BOARD SOLICITOR SALARY	Open	466.66	0.00		
	12-02122	08/06/12	BAUZ RESOLUTION	Open	<u>150.00</u>	0.00		
					616.66			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01807 MARLIN HEDUM	12-02183	08/10/12	CONTRACTUAL REIMBURSEMENT-V	Open	374.99	0.00		
01840 COLLEEN HORWATH	12-02128	08/07/12	CONTRACTUAL REIMBURSEMENT	Open	136.00	0.00		
01973 LOGIN INC.	12-02004	07/23/12	ANNUAL DUES	Open	800.00	0.00		
02045 LIBERTY PARKS AND PLAYGROUNDS*	12-01815	06/28/12	WEBCOAT BENCHES	Open	4,000.00	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	12-01965	07/17/12	PARTS FOR POLICE VEH.	Open	44.88	0.00		
	12-02074	08/01/12	PARTS FOR VEHICLES	Open	<u>71.68</u>	0.00		
					116.56			
02223 LANDSMAN UNIFORMS*	12-01830	07/02/12	UNIFORMS	Open	394.00	0.00		
02320 LOWER TOWNSHIP BRD OF EDUCATN	12-00968	04/11/12	2012 SCHOOL TAX 7/01-12/2012	Open	1,495,251.40	0.00		B
02517 BRIAN MARKER	12-02188	08/10/12	CONTRACTUAL REIMBURSEMENT-V	Open	575.00	0.00		
02538 MARSH & MCLENNAN AGENCY, LLC*	12-02127	08/06/12	FISHING CREEK INSURANCE VOLUNT	Open	350.00	0.00		
02541 ROBERT D. MARTIN, JR	12-02117	08/03/12	CONTRACTUAL REIMBURSEMENT	Open	40.00	0.00		
02632 N J PLANNING OFFICIALS*	12-02100	08/01/12	SEMINAR	Open	40.00	0.00		
03001 STATE TOXICOLOGY LABORATORY*	12-01191	05/07/12	APPLICANT TESTING	Open	45.00	0.00		
03104 NORTHEAST IND.&MARINE SUPPLY*	12-01968	07/17/12	PARTS/RDS/SANT/RECY	Open	1,107.70	0.00		
03158 NYSCA*	12-01979	07/18/12	COACHES RECERTIFICATIONS	Open	200.00	0.00		
03279 PARDO'S TRUCK PARTS WHSE*	12-01964	07/17/12	RDS/SANT/RECY/DPW	Open	310.02	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	12-00287	01/27/12	2012 BAYRUN SUPPLIES	Open	43.99	0.00		
	12-02063	07/27/12	TOILET TISSUE AND DISPENSER	Open	<u>32.25</u>	0.00		
					76.24			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03301 RED BANK VETERINARY HOSPITAL	12-02190	08/10/12	ANIMAL CONTROL-EMERGENCY	Open	359.34	0.00		
03305 PEDRONI FUEL*	12-02110	08/03/12	NO LEAD GAS	Open	191.82	0.00		
03466 R & R SPECIALTIES	12-02149	08/08/12	PLAQUE:CLAUDIA	Open	101.50	0.00		
03478 RED THE UNIFORM TAILOR, INC.*	12-01831	07/02/12	UNIFORMS	Open	175.00	0.00		
03607 SEASHORE FOOD SUPPLY*	12-00294	01/27/12	2012 BAYRUN FOOD SUPPLIES	Open	803.75	0.00		
03613 SEA ISLE ICE CO. INC.*	12-02039	07/24/12	REFILL ICE MACHNE	Open	173.00	0.00		
03637 SHOPPE	12-01922	07/11/12	SHOPPE FARM MARKET 7/12-8/2/12	Open	320.00	0.00		
03683 SNAP-ON TOOLS*	12-01430	05/30/12	SUPPLIES FOR GARAGE/DPW	Open	382.50	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL	12-02036	07/24/12	ONE-CALL MESSAGES/DPW	Open	157.12	0.00		
03902 DONALD VANAMAN JR	12-02080	08/01/12	TRAINING	Open	11.58	0.00		
03910 UNIFORM CONST.CODE OFF. OF SJ*	12-00918	04/05/12	MEMBERSHIP 2012	Open	150.00	0.00		
03921 UNIFORM & ACCESSORIES WHSE*	12-01743	06/22/12	LIGHTS	Open	252.87	0.00		
03958 DEBORAH VAN MOURIK	12-02181	08/10/12	CORRECTION PYMT FOR VISION PYT	Open	51.59	0.00		
03963 US LUBES, LLC *	12-02034	07/24/12	SUPPLIES FOR GARAGE/DPW	Open	948.94	0.00		
04075 BARBER CONSULTING SERVICES LLC	12-02130	08/07/12	12 MONTH CONTRACT AUG-DEC 2012	Open	833.33	0.00		
04117 BILL ROLLINS	12-02041	07/25/12	LACROSSE OFFICIAL	Open	120.00	0.00		
04123 TAMMY DECKER	12-02171	08/09/12	PAYMENT FOR AQUA CARDIO	Open	126.00	0.00		
	12-02172	08/09/12	PAYMENT TO INSTRUCTOR-PILATES	Open	12.00	0.00		
					<u>138.00</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04216 PRIVATE ISLAND EMBROIDERY*	12-01959	07/17/12	BAYRUN SHIRTS	Open	2,190.00	0.00		
04272 PROPET DISTRIBUTORS*	12-02001	07/20/12	DOGIPOT LITTER BAGS	Open	488.35	0.00		
04300 W B MASON CO INC*	12-00963	04/11/12	SUPPLIES	Open	129.40	0.00		
	12-01950	07/16/12	OFFICE SUPPLIES	Open	438.28	0.00		
	12-01997	07/20/12	PAPER	Open	<u>570.00</u>	0.00		
					1,137.68			
04301 SEASHORE ASPHALT CORPORATION*	12-02035	07/24/12	PATCH FOR INVOICE 4006302	Open	633.60	0.00		
	12-02046	07/25/12	ASPHALT/PATCH/ROADS	Open	<u>110.00</u>	0.00		
					743.60			
04449 TRIPLE B SQUARED,LLC	12-02049	07/26/12	ROCK WALL 7/27/12 FARM MARKET	Open	500.00	0.00		
04504 MEDIA FIVE LTD*	12-02115	08/03/12	CHORDUROY DUO 08/03/12	Open	600.00	0.00		
04505 SOUTH JERSEY PUBLISHING	12-01751	06/25/12	ADS 2CX4" 6/27-7/12	Open	714.00	0.00		
5032 NORTH WILDWOOD \$ CREST SHIRT*	12-01245	05/16/12		Open	297.00	0.00		
	12-01507	06/08/12	UMBRELLAS FOR LIFEGUARDS	Open	300.00	0.00		
	12-01673	06/15/12	SUMMER LEAGUE SHIRTS	Open	<u>480.00</u>	0.00		
					1,077.00			
5035 LONGPORT MEDIA LIMITED COMP*	12-01051	04/20/12	3 HR BROADCAST- JULY 3, 2012	Open	1,000.00	0.00		
BOSNA KAREN MANETTE BOSNA	12-02150	08/08/12	PAYMENT TO INSTRUCTOR FOR YOGA	Open	25.00	0.00		
	12-02169	08/09/12	AQUA YOGA INSTRUCTOR PAYMENT	Open	<u>230.00</u>	0.00		
					255.00			
BRITB BRUCE BRITTON	12-02068	07/27/12	SUMMER BASKETBALL REFEREE	Open	385.00	0.00		
TOMPKI KIRBY TOMPKINS	12-02145	08/08/12	REFUND FOR FOOTBALL	Open	20.00	0.00		
<hr/> Total Purchase Orders: 92 Total P.O. Line Items: 118 Total List Amount: 1,641,472.20 Total Void Amount: 0.00 <hr/>								

RESOLUTION #2012-207

<u>Vendor</u>	<u>Disc</u>	<u>Date</u>	<u>Ck #</u>	<u>Ck Amount</u>
Victorian Abstract Co.	Prop Acquisition	8/12/12	48142	\$201,817.62

Total Manual Checks	\$ 201,817.62
Total brought forward from computer generated list	\$ 1,641,472.20
TOTAL BILL LIST	\$ <u>1,843,289.82</u>

I hereby certify this is the original Resolution adopted by the Township Council at a meeting of August 20, 2012.


 Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
CRAIG		X	X			
DOUGLASS	X		X			
LARE						X
BECK			X			

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

RESOLUTION #2012-208

TITLE: RESOLUTION AUTHORIZING THE DONATION OF A 2008 FORD INT/CROWN VICTORIA NO LONGER NEEDED FOR PUBLIC USE TO THE TOWN BANK VOLUNTEER FIRE COMPANY

WHEREAS, Chief Brian Marker of the Lower Township Police Department currently has a vehicle no longer needed for public use and which is of minimal monetary value, and,

WHEREAS, Town Bank Volunteer Fire Company has the need for a vehicle to assist in service to the residents of Fire District # 2 and the residents of Lower Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the 2008 Ford Int/Crown Victoria from the Lower Township Police Department is hereby authorized to be donated to the Town Bank Volunteer Fire Company to be used servicing the residents of Fire District # 2 and the residents of Lower Township in general.

BE IT FURTHER RESOLVED that the 2008 Ford Int/Crown Victoria, vehicle identification number 8X105195 shall be removed from the Township's fixed assets list.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 20, 2012.


Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
CRAIG		X	X			
DOUGLASS	X		X			
LARE						X
BECK			X			

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

RESOLUTION #2012-209

TITLE: RESOLUTION AMENDING RESOLUTION 2012-75, ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES

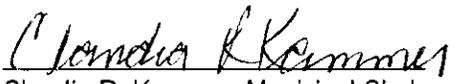
WHEREAS, Resolution #2012-75 amended the official Council Meeting dates and times for 2012, and

WHEREAS, the Council desires to further amend the Annual Meeting Schedule for the remainder of 2012.

NOW, THEREFORE, BE IT RESOLVED all council meeting for the remainder of the year shall begin at 6 p.m. and the meeting location shall remain as advertised.

October 1 Time - 6 p.m.
October 15 Time - 6 p.m.
November 5 Time - 6 p.m.
November 19 Time - 6 p.m.
December 3 Time - 6 p.m.
December 17 Mtg. @ Town Bank Fire Co. Time - 6 p.m.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 20, 2012.


Claudia R. Kammer, Municipal Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			x			
CRAIG		x	x			
DOUGLASS	x		x			
LARE						x
BECK			x			

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

RESOLUTION #2012-210

TITLE: A RESOLUTION AUTHORIZING A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE CLUBHOUSE DRIVE PROJECT

WHEREAS, the Council of the Township of Lower has determined that Clubhouse Drive is in need of reconstruction and/or resurfacing; and

WHEREAS, funds for such reconstruction and/or resurfacing may be available to the Township of Lower under the New Jersey Transportation Trust Fund Authority Act; and

WHEREAS, an application must be filed with the Department of Transportation to apply for such funds.

NOW, THEREFORE, BE IT RESOLVED that Council of Lower Township, formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2013-Lower Township-00039 to the New Jersey Department of Transportation on behalf of Lower Township.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of Lower Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

I hereby certify this is the original resolution adopted by the Township Council on August 20, 2012



Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
CRAIG		X	X			
DOUGLASS	X		X			
LARE						X
BECK			X			



RECEIVED
8-13-12

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

JAMES S. SIMPSON
Commissioner

KIM GUADAGNO
Lt. Governor

August 8, 2012

Dear Mayor:

I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) FY 2013 State Aid programs. The Commissioner of Transportation and I are committed to maintaining and improving New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives.

The following is a brief description of each program:

- **Municipal Aid** - This program has been a significant resource for municipalities in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities. NJDOT has set a goal to award up to 10% of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes.
- **Transit Village** - This program will award grants for traditional and non-traditional transportation projects that enhance walking, biking and/or transit ridership within 1/2 mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task Force are eligible to apply. The eligible town list can be found at <http://www.state.nj.us/transportation/business/localaid/transitvillagef.shtm>
- **Bikeways** - This program is intended to fund bicycle projects. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.
- **Safe Streets to Transit** - The intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population.

All projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA). ADA guidance, program descriptions and application guidance materials can be found on the NJDOT website at:

<http://www.state.nj.us/transportation/business/localaid/stateaid.shtm>

If you choose to apply, please consider the following in your applications. NJDOT requires grant projects to be delivered to construction award within eighteen months of grant agreement execution. Please provide background information in the application to support your project's construction readiness. This information will be a factor in our rating of applications.

I encourage you to submit applications for these Local Aid programs. Each program application will be evaluated independently, affording counties and municipalities the opportunity to receive funding in more than one category.

The enclosed map provides contact information for each Local Aid District Office. Please keep in mind that a separate application for each project must be completed and submitted on or before October 16, 2012 on-line through SAGE at:

<https://enterprisegrantapps.state.nj.us/NJSAGE/>

We recommend that you consult with your Local Aid District Office to assist in preparing applications for funding. Thank you for your continued interest and support of NJDOT, and best wishes for success with your project applications.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Christie", written in a cursive style.

Chris Christie
Governor

Enclosure

c Municipal Clerk
Municipal Engineer

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

RESOLUTION #2012-211

TITLE: RESOLUTION APPROVING PROJECT PROPOSAL BETWEEN HATCH MOTT MACDONALD AND THE TOWNSHIP OF LOWER FOR ENGINEERING SERVICES RELATED TO THE BEACH DRIVE PEDESTRIAN ACCESS IMPROVEMENT PROJECT

WHEREAS, Hatch Mott MacDonald is currently serving as the Municipal Engineer (the "Engineer") based upon a Contract For Services which sets forth their standard hourly rates as approved by the Township Council and executed by the Mayor and Clerk (the "Engineer's Contract");

WHEREAS, the Engineer has provided a separate fee proposal for engineering services related to the **Beach Drive Pedestrian Access Improvement Project** which is set forth on EXHIBIT A attached hereto (the "Project Proposal"); and

WHEREAS, the Township Council desires to approve the Project Proposal and the CFO has certified the availability of funds by her signature in the budget as follows:

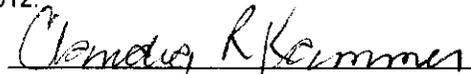

Lauren Read, CFO

C.04-55-397-410
Account

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

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for a total amount of \$2,900 is hereby approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the Project Proposal on behalf of the Township of Lower, and to take any and all other actions necessary to effectuate the purposes thereof.
3. All of the terms and conditions of the Engineer's Contract except for the specific terms and conditions of the Project Proposal shall continue in full force and effect and the Project Proposal shall be deemed a supplement thereto.

I hereby certify the foregoing to be an original resolution adopted by the Township Council of the Township of Lower at a meeting held on August 20, 2012.


Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
CRAIG		X	X			
DOUGLASS	X		X			
LARE						X
BECK			X			



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
833 Rt 9 North
PO Box 373
Cape May Court House, NJ 08210
T 609.465.9377 www.hatchmott.com

August 15, 2012
Via Email at mvoll@townshipoflower.org & 1st Class Mail

Mr. Michael Voll, Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Traffic Engineering Services Proposal
Beach Drive Pedestrian Access Improvement Project
Township of Lower, Cape May County, New Jersey**

Dear Mr. Voll:

Please find enclosed herewith our proposal for traffic engineering services required for the above referenced project. As per our meeting this morning, it is the Township's intent to ensure that the proposed improvements associated with the Beach Drive Pedestrian Access Improvement project will provide for a bicycle compatible roadway.

In accordance with the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines proposed cartway widths required for a roadway to be bicycle compatible are based on traffic volume, speed, sight distance, number of trucks and larger vehicles and grade. The recommended widths provided for in the above guidelines are also based on providing sufficient pavement for shared use by bicycle and motor vehicle traffic.

In order to provide the recommended pavement width, traffic volumes will need to be collected and analyzed so that the average daily traffic (ADT) can be determined. HMM is proposing the following scope of work to collect and evaluate the existing daily traffic volumes experienced on Beach and Shore Drives:

1. Data Collection

- Install and maintain automatic traffic recorders (ATRs) at three (3) locations to collect bi-directional, daily traffic volumes. Traffic volumes will be recorded in 15-minute intervals, 24 hours a day, for the duration of one (1) week. Study locations include:
 - a. South of Pinewood Road (northern project limit)
 - b. In the vicinity of Emerson Avenue (mid-project)
 - c. North of Lincoln Boulevard (southern project limit)
- Download ATR data and compile information.



Hatch Mott
MacDonald

- The traffic volume information will be used to calculate an Average Daily Traffic volume at the study locations.

2. Traffic Evaluation and Report

- Prepare a letter report summarizing the traffic volume information and recommending the proposed cartway widths for bicycle and pedestrian compatibility.

We propose to complete the scope of work outlined above for the lump sum amount of **\$2,900.**

We thank you for the opportunity to provide this Scope of Work for Traffic Engineering services for the Beach Drive Access Improvement Project. Should you have any questions regarding the above information or should you wish to discuss this proposal in more detail, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald

A handwritten signature in black ink, appearing to read "Mark R. Sray".

Mark R. Sray PE, CME
Senior Associate
T 609.465.9377 F 609.465.5270
mark.sray@hatchmott.com

A handwritten signature in black ink, appearing to read "Steven C. Morey".

Steven C. Morey, CEP
Associate
T609.465.9377 F 609.465.5270
steven.morey@hatchmott.com

cc (via Email): Claudia R. Kammer, Clerk
Gary Douglass, Public Works Superintendent
Mitchell Plenn, Parks and Recreation Superintendent

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

RESOLUTION #2012-212

TITLE: SMALL CITIES HOUSING REHABILITATION PROGRAM POLICY AND PROCEDURAL MANUAL

WHEREAS, the Township of Lower by resolution authorized the Mayor to apply for a Small Cities Housing Rehabilitation CDBG from the Department of Community Affairs; and,

WHEREAS, as a condition of that grant the Department of Community Affairs requires the Township of Lower to develop a policy and procedural manual that will delineate the activities of the program and will describe the manner in which the grant funds are to be expended; and,

WHEREAS, approval of the governing body is required for final approval of the policy and procedural manual by the Department of Community Affairs; and,

WHEREAS, final approval of said policy and procedural manual will permit the Grants Office of the Township of Lower to proceed with the required activities to fulfill the stipulations of the Department of Community Affairs Small Cities Housing Rehabilitation Program grant.

NOW THEREFORE, BE IT RESOLVED, by the Township of Lower Council that they reviewed the particulars of the policy and procedural manual of said grant; and,

BE IT FURTHER RESOLVED that the said policy and procedural manual is approved to be enacted by the Township Council of the Township of Lower, New Jersey.

I hereby certify the foregoing resolution was adopted by the Township Council at a meeting held on August 20, 2012.


Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
CRAIG		X	X			
DOUGLASS	X		X			
LARE						X
BECK			X			

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

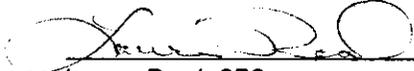
RESOLUTION #2012-213

TITLE: RESOLUTION APPROVING PROJECT PROPOSAL BETWEEN HATCH MOTT MACDONALD AND THE TOWNSHIP OF LOWER FOR ENGINEERING SERVICES RELATED TO THE RECONSTRUCTION OF CLUBHOUSE DRIVE

WHEREAS, Hatch Mott MacDonald is currently serving as the Municipal Engineer (the "Engineer") based upon a Contract For Services which sets forth their standard hourly rates as approved by the Township Council and executed by the Mayor and Clerk (the "Engineer's Contract");

WHEREAS, the Engineer has provided a separate fee proposal for engineering services related to the **Reconstruction of Clubhouse Drive** which is set forth on EXHIBIT A attached hereto (the "Project Proposal"); and

WHEREAS, the Township Council desires to approve the Project Proposal and the CFO has certified the availability of funds by her signature in the budget as follows:


Lauren Read, CFO

0455-384-103
Account

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

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for a total amount of \$2,200 is hereby approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the Project Proposal on behalf of the Township of Lower, and to take any and all other actions necessary to effectuate the purposes thereof.
3. All of the terms and conditions of the Engineer's Contract except for the specific terms and conditions of the Project Proposal shall continue in full force and effect and the Project Proposal shall be deemed a supplement thereto.

I hereby certify the foregoing to be an original resolution adopted by the Township Council of the Township of Lower at a meeting held on August 20, 2012.


Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
CRAIG		X	X			
DOUGLASS	X		X			
LARE						X
BECK			X			



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
833 Rt 9 North
PO Box 373
Cape May Court House, NJ 08210
T 609.465.9377 www.hatchmott.com

August 14, 2012
Via email at gdouglasslowertownship@comcast.net

Mr. Gary Douglass, CPWM
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Application for NJDOT Municipal Aid FY2013
Reconstruction of Clubhouse Drive
MA-2013-Lower Township-00039
Township of Lower, Cape May County**

Dear Mr. Douglass:

The New Jersey Department of Transportation (NJDOT) has issued its annual solicitation letter for applications for funding under the Municipal Aid Program for Fiscal Year 2013.

As requested, we will submit an application for FY2013 Municipal Aid for the reconstruction of Clubhouse Drive from Town Bank Road (County Road No. 648) to Pinewood Drive. This roadway consists of widespread alligator cracking, weathering, drainage problems, and utility main and service trenches in various degrees of deterioration. Due to its function as a minor collector, its existing condition and the importance of the roadway to the general public, it is a good candidate for funding under the Municipal Aid Program.

Hatch Mott MacDonald will be able to prepare and submit an application to the NJDOT for a lump sum amount of **\$2,200** upon your authorization to proceed. As part of the application process the Township Council will also have to adopt a resolution in the format of the attached NJDOT sample resolution. The application is due on or before October 16, 2012.

Should you have any questions or require additional information, please feel free to contact our office.

Very truly yours,

Hatch Mott MacDonald

Mark R. Sray, PE, CME
Senior Associate
T 609.465.9377 F 609.465.5270
mark.sray@hatchmott.com

Steven C. Morey, CEP
Associate
T 609.465.9377 F 609.465.5270
steven.morey@hatchmott.com

encl.

cc (via e-mail): Michael Voll, Township Manager
Claudia R. Kammer, Township Clerk
Colleen Crippen, Coordinator of Federal & State Aid

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

RESOLUTION # 2012-214

TITLE: A 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.”

WHEREAS, the Township Council of the Township of Lower is subject to certain requirements of the Open Public Meetings Act, N.J.S.A 10:4-6, et seq., and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Township Council of the Township of Lower to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- _____ (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- _____ (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- _____ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.
- _____ (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

X (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on August 20, 2012 that an Executive Session closed to the public shall be held on this date at approximately 6:53 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Council that the public interest will no longer be served by such confidentiality.

I hereby certify the foregoing to be a resolution adopted by the Township Council on August 20, 2012.



Claudia R. Kammer, Township Clerk

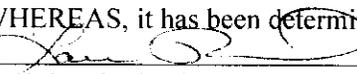
	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
CRAIG			X			
DOUGLASS		X	X			
LARE						X
BECK			X			

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION # 2012 -215**

Title: Authorizing Pay Out of Terminal Leave

WHEREAS, the employee listed below has resigned in good standing from the Township effective August 17, 2012 and is entitled to payment for accumulated vacation, compensatory and personal time, and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature  that adequate funding is available for accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a revised payment due to Christian Lambert in the amount of \$ 20,431.50 is authorized and chargeable to the Reserve for Accumulated Absences.

I hereby certify the foregoing to be a resolution adopted by the Township Council on Aug 20, 2012


Claudia R. Kammer, RMC, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			x			
CRAIG		x	x			
DOUGLASS	x		x			
LARE						x
BECK			x			

Lambert (per PBA contract)

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 DATE:

EMPLOYEE: Lambert, Christian

DATE OF RESIGNATION: 8/17/2012

DATE OF PAYMENT:

RESOLUTION #:

Annual Salary:	\$87,232.71
Longevity	\$5,233.96
Hourly Rate:	\$42.34

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	67.50	42.34	2,857.83
Police Comp	30.00	42.34	1,270.20
Personal	3.69	42.34	156.33
Sick*	0.00	0.00	0.00
Vacation	325.38	42.34	13,776.21
Holidays	56.00	\$42.34	\$2,370.94
Terminal Leave Payout			\$20,431.50

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)
	Carryover	Annual Accrual	30 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid
Comp	175.50	12.00		12.00	120.00	67.50
Police Comp 2010*	30.00	0.00		30.00	0.00	30.00
Personal	0.00	48.00	0.58	27.69	24.00	3.69
Sick**	1,396.25	128.00	0.58	73.85	85.50	0.00
Vacation	316.00	200.00	0.58	115.38	106.00	325.38
Holidays (7)	0.00	120.00	7 holidays	56.00		56.00
Total	1,917.75	508.00		258.92	335.50	482.58

Accrual and time used are current to _____ subject to change if time is used or not currently reported.

Employee Signature: _____

Date: _____

Treasurer's Signature: _____

Date: _____

*In 2010 PBA agreed that all overtime was to be earned as compensatory time and never to be paid.

**Max. of 180 days (2160 hours) to be paid in regular retirement. There is no allowance for sick time with a resignation.

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

RESOLUTION #2012-216

TITLE: A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER APPROVING THE SEPARATION AGREEMENT AND GENERAL RELEASE FOR THE VOLUNTARY RESIGNATION OF CHRISTIAN LAMBERT

WHEREAS, Christian Lambert has tenured his voluntary resignation effective August 17, 2012; and

WHEREAS, the Township Council has approved the attached separation agreement.

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

1. That the Separation Agreement and General Release for the voluntary resignation of Christian Lambert is hereby approved.
2. That the Township Manager and Clerk are hereby authorized and directed to execute the Agreement and that the appropriate Township officials are directed to take all actions necessary to effectuate the terms and conditions thereof.

I hereby certify this is the original Resolution adopted by the Township Council at a meeting held on August 20, 2012.


Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
CRAIG		X	X			
DOUGLASS			X			
LARE						X
BECK			X			

NOTICE: This is a very important legal document, and you should thoroughly review and understand the terms and effect of this document before signing it. By signing this Settlement Agreement and General Release, you will be completely releasing the Township from all liability to you. Therefore, you should consult with an attorney before signing this Settlement Agreement and General Release. You have twenty-one (21) days from the date of distribution of these materials to consider this document. If you have not returned a signed copy of this Settlement Agreement and General Release by that time, we will assume that you have elected not to sign the Settlement Agreement and General Release. If you choose to sign the Settlement Agreement and General Release, you will have an additional seven (7) days following the date of your signature to revoke the Settlement Agreement and General Release, and the Settlement Agreement and General Release shall not become effective or enforceable until the revocation period has expired.

SEPERATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement") is made this 21st day of August, 2012 by and between the Township of Lower, (hereinafter collectively referred to as the "Township") and Christopher Lambert, (hereinafter referred to as the "Employee").

WITNESSETH

WHEREAS, the Township and Employee have agreed that it is in both their best interests that Employee's employment with the Township shall terminate by way of a resignation in good standing in accordance with the terms and conditions set forth in this Agreement.

WHEREAS, disputes have arisen between the Township and employee as to his rights to certain benefits and payouts he is entitled to receive under purported contracts, collective bargaining agreements and Township policies, as well as, other potential claims he may have against the Township.

WHEREAS, the Township and Employee wish to resolve these disputes in order to effectuate an orderly resignation in good standing of the Employee and to avoid the cost and uncertainty of litigation.

NOW, THEREFORE, in consideration of the mutual promises and representations herein contained, and intending to be legally bound, the parties understand and agree as follows:

1. **Termination of Employment.** Employee has submitted a resignation from employment with the Township effective August 17, 2012. Employee and the Township agree that Employee's employment with the Township shall terminate effective August 17, 2012 by way of a

resignation in good standing (hereinafter the "Resignation Date"). Until the Resignation Date, Employee shall be carried on paid administrative leave.

2. **Payment for Accumulated Leave/Compensatory Time.** Within 14 days of Employee's Resignation Date he shall receive a check for accumulated unused vacation leave, holiday leave and compensatory time in the amount of \$20,431.50, less applicable taxes and deductions.

3. **Neutral Reference.** The Township will provide Employee with a neutral reference letter in the form prescribed in Exhibit A attached hereto. Employee should direct inquiries and reference checks from any potential future employers to the office of the Township's then Chief of Police. Said inquiries and/or reference checks will be responded to with Employee's dates of employment, last pay rate, and the fact that his separation was by way of a resignation in good standing. Access to Employee's personnel file by prospective future employers will be in accordance with applicable law and Township policy. Access to Employee's internal affairs files by prospective employers will be in accordance with law, the Township's Police Department's policy and the New Jersey Attorney General's Guidelines.

4. **Waiver of Any Claim for Benefits and/or Emoluments of Employment.** The Township and Employee agree that the Employee shall not be entitled to any compensation, back pay, front pay, separation allowance, vacation pay, holiday pay, sick pay, personal leave pay and/or any other form of payment, benefit, or emolument of employment from the Township other than what is specifically set forth in this Agreement.

5. **Release of Claims.** Employee, for himself, his heirs, executors, administrators, successors, and assigns, hereby releases and forever discharges the Township and its departments, political subdivisions, successors, and assigns, and their respective past, present and future representatives, council members, commissioners, officers, agents, employees, citizens, insurance carriers, successors, and assigns, and the estate(s) of his from any and all action, causes of action, lawsuits, claims, charges, debts, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, liabilities, judgments, executions, and/or demands of any nature whatsoever, whether in law or in equity, or with any individual, agency, organization, or governmental body, whether known or unknown, which Employee ever had, now has, or can, shall, or may have under any contract, tort or common law theory, and/or under any Federal, State, local statute, including but not limited to: the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., as amended by the Older Worker's Benefit Protection Act, specifically §626; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. §1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §§1983, 1985 and 1986 and any related laws; the Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. §2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. §1001, et seq.; the Rehabilitation

Act of 1973, 29 U.S.C. § 791, et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the New Jersey Conscientious Employee Protection Act, N.J.S.A. §34:19-1, et seq.; the New Jersey Family Leave Act, N.J.S.A. §34:11b-1, et seq.; the New Jersey Wage and Hour Law, N.J.S.A. §34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. §34:11-4.1, et seq.; the New Jersey Law Against Discrimination N.J.S.A. § 10:5-1; the New Jersey Civil Rights Act N.J.S.A. §10:6-1 et. seq. and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; or under a theory of negligence; interference with contract/business advantage, fraud; intentional infliction of emotional distress; and/or any other duty or obligation of any kind or description. This release shall apply to all known, unknown, unsuspected, and anticipated claims, liens, injuries, and damages up to and including the day of the date of this Agreement. Notwithstanding anything stated anywhere else in the Agreement, Employee does not release any claims for worker's compensation benefits.

6. **Disclaimer of Liability.** This Agreement shall not in any way be construed as an admission by any party of any liability which all parties hereby disclaim.

7. **No Legal Action.** Employee represents that, he has not filed any complaint, claim or charge against any other party with any local, state or federal agency or court, will not do so at any time hereafter, and that if any agency or court assumes jurisdiction of any complaint, claim or charge against Township, Employee will request such agency or court to withdraw from the matter. This provision shall not affect any rights Employee may have under the applicable law to challenge the validity of his waiver of claims under the ADEA.

8. **Integration; Representation by Counsel.** It is understood between the parties that neither party has relied upon any representation, express or implied, made by any other party or their counsel or any of their representatives, and that this Agreement constitutes the entire understanding of the parties and cannot be modified except in writing signed by all of the parties hereto.

EMPLOYEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT HIS LEGAL RIGHTS AND RESPONSIBILITIES WILL BE AFFECTED BY EXECUTING THIS AGREEMENT AND HE ACKNOWLEDGES THAT HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY AND HAS DONE SO PRIOR TO EXECUTING THIS AGREEMENT.

9. **Severability.** In the event that any section or part of this Agreement shall be found to be void or unenforceable, such section or part shall be deemed to be surplusage and the remainder of the Agreement shall remain in full force and effect.

10. **Governing Law; Jurisdiction.** The parties agree that this Agreement shall be interpreted in accordance with the laws of the State of New Jersey and that any dispute involving the

terms of this Agreement shall be brought in the Superior Court of New Jersey, Cape May County, which the parties agree shall have exclusive jurisdiction of any such claims.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement and General Release to be executed and signed the day and year first written above.

ATTEST:

Eileen Kreis

Township of Lower
BY: [Signature] 8/21/12
Date

Township Of Lower
Office of Township Manager
2600 Bayshore Road
Villa, New Jersey 08251

[Signature] 8/15/2012
Christopher Lambert Date