

## RESOLUTIONS ADOPTED JANUARY 4, 2012

- Resolution #2012-01 Appointment of Acting Municipal Solicitor for 2012 Without Public Bidding (Michael Donohue of Blaney & Donohue)
- Resolution #2012-02 Appointment of Acting Municipal Engineer for the Year 2012 Without Public Bidding (Appointment of Hatch Mott McDonald Engineers for six months)
- Resolution #2012-03 Appointment of Municipal Auditor for the Year 2012 Without Public Bidding (reappointment Ford Scott Seidenburg & Kennedy)
- Resolution #2012-04 Appointment of Bond Counsel for the Year 2012 Without Public Bidding (reappointment of Mc Manimon & Scotland )
- Resolution #2012-05 Appointment of Municipal Prosecutor for the Year 2012 (reappointment of Ron Gelzunas)
- Resolution #2012-06 Appointment of Municipal Public Defender for the Year 2012 (Reappointment of J. Chris Gibson)
- Resolution #2012-07 Appointment of Emergency Management Council for the Year 2012 (Annual Required Appointments)
- Resolution #2012-08 Appointment of Class III Member to the Planning Board (reappointment Kevin Lare)
- Resolution #2012-09 Appointment of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (Annual Resolution required by Joint Insurance Fund)
- Resolution #2012-10 Appointment of JIF Risk Management Consultant (Barbara Weigand, Marsh & McLennan Agency )
- Resolution #2012-11 Establishment of Council Meeting Dates and Times (1<sup>st</sup> & 3<sup>rd</sup> Mondays except holidays)
- Resolution #2012-12 Setting the Interest Rate for Delinquent Taxes (Statutorily regulated)
- Resolution #2012-13 Designation of Official Depositories (annual resolution listing authorized depositories & officials for signing)
- Resolution #2012-14 Designation Of Official Newspapers for Legal Advertising for the Year 2012 (Star & Wave & Herald)
- Resolution #2012-15 Authorizing Payment of 2012 Debt Service (annual resolution authorizing required debt service payments for 2012)
- Resolution #2012-16 Annual Approval of Petty Cash Funds (Police Dept. & Treasurer's Office)
- Resolution #2012-17 Adopting Cash Management Plan (annual required resolution)
- Resolution #2012-18 Resolution to Defer The Regional School Tax (annual resolution)
- Resolution #2012-19 Adopting 2012 Temporary Current Budget (annual resolution for authorizing temporary budget to be used until final adopted budget)
- Resolution #2012-20 Approving 2012 Contract with Cape Assist (Annual Renewal of EAP Program)
- Resolution #2012-21 Authorizing Clerk to Issue Bingo & Raffle Licenses Throughout the Year to Qualified Organizations
- Resolution #2012-22 Designation of Public Agency Compliance Officer for the Township of Lower (annual resolution)
- Resolution #2012-23 Authorization for Public Bidding (Annual resolution for bidding throughout the year)
- Resolution #2012-24 Transfer of 2011 Appropriations, \$6000.02 (from Animal Control, DCRP, Pub. Defender, UFSA, Solicitor to Health Insurance)
- Resolution #2012-25 Authorization for the Payout of Accumulated Sick Leave (annual resolution pursuant to contract for qualifying employees - total \$20,098.50)
- Resolution #2012-26 Payment of 2011 Vouchers \$344,384.31
- Resolution #2012-27 Payment of 2012 Vouchers, \$2,880,967.87
- Resolution #2012-28 Authorization for the Payout of Accumulated Compensatory Time (\$24,104.52 T. Beeby)
- Resolution #2012-29 Resolution Approving the Special Advisory Committee for Review of Issues Related to the Public Safety Building (Confirmation of councilmember appointees and officials to PSB Committee)
- Resolution #2012-30, A Resolution of the Township of Lower Approving an Agreement with S. Vitale Pyrotechnic Industries, Inc. To Provide Fireworks Display (S. Vitale Pyrotechnic Industries, Inc. \$40,000 - July 3rd)
- Resolution #2012-32 Resolution Designating the Lower Township Rescue Squad, Inc. as the Provider of

Resolution. #2012-33      Emergency Medical Services in Lower Township (Annual resolution - sets contribution amounts & dates for payment)  
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." (Employment Relationship - MOU M. Voll & Litigation - O'Callaghan vs Lower Twp. Police Dept. - Government Records Council complaint)

**NOT ACTED ON**

Resolution #2012-31      Appointment to Lower Township MUA (5 year term - beginning Feb. 1)

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

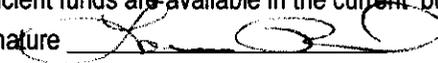
RESOLUTION #2012-01

TITLE: TEMPORARY APPOINTMENT OF MICHAEL DONOHUE AS ACTING SOLICITOR UNTIL THE GOVERNING BODY DETERMINES TO RE-APPOINT MICHAEL DONOHUE OR APPOINT A SOLICITOR

WHEREAS, the Township of Lower ("Township") has a need to acquire legal counsel 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,

WHEREAS, Michael Donohue has submitted a proposal indicating he will provide the goods or services described hereinabove for a total price not to exceed \$150,000 for the year; and

WHEREAS, the CFO has determined sufficient funds are available in the current budget as follows: Appropriation # 2-01-20-155-200 Signature 

WHEREAS, Blaney & Donohue has completed and submitted a Business Entity Disclosure Certification which certifies that they 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 them 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 hereby appoints Michael Donohue as Solicitor and approves the contract with Michael Donohue 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.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 4, 2012.

\_\_\_\_\_  
Claudia R. Kammer, Township Clerk

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

**TOWNSHIP OF LOWER**

**CONTRACT FOR PROFESSIONAL SERVICES FOR ACTING TOWNSHIP  
SOLICITOR**

THIS AGREEMENT made as of the 4<sup>th</sup> day of January 2012, by and between THE TOWNSHIP OF LOWER, a municipal corporation of the State of New Jersey (hereinafter referred to as "Township") and MICHAEL J. DONOHUE, ESQUIRE, an attorney-at-law of the State of New Jersey, of the Law Firm of Blaney & Donohue, P.A., having an office at 3200 Pacific Avenue, Suite 200, Wildwood, New Jersey 08260 (hereinafter referred to as "Township Solicitor").

*WITNESSETH:*

WHEREAS, pursuant to Resolution adopted by the Township Council on the 4<sup>th</sup> day of January, 2012, Michael J. Donohue, Esquire was appointed Acting Township Solicitor for the Township of Lower, until reappointment or a successor is named.

WHEREAS, said appointment was made without competitive bidding in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey which nevertheless requires the execution of a written contract; 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.

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

1. **APPOINTMENT**: The Township hereby employs Michael J. Donohue, Esquire as its Township Solicitor in accordance with a Resolution passed by the governing body on January 4, 2012. Mr. Donohue designates William G. Blaney, Esquire, to handle Labor Relations matters and other attorneys of the firm to handle matters as may be in the best interests of the Township.

2. **MONTHLY STIPEND:** Township shall pay to the Law Firm of Blaney & Donohue, P.A. (the “Law Firm”) the sum of Fifty Thousand Dollars payable in equal monthly amounts on or before the 15<sup>th</sup> day of each month, as compensation for day-to-day municipal attorney functions. In consideration of the monthly stipend, The Solicitor agrees

- (a) To attend regular and special meetings of the Township Committee;
- (b) To prepare Resolutions and Ordinances as necessary;
- (c) To receive, review and respond to, in consultation with the Township, on matters of law, all correspondence pertaining to the Township’s day-to-day operations and all questions from the Township Committee, Mayor and Manager and such other Township officers, employees and agents in consultation with the Township Manager;
- (d) To review agenda items for legal issues and advise as to applicable privileges and/or legal requirements relevant to such items;
- (e) To assist the Township Clerk in connection with duties under the Open Public Records Act, unless such assistance is approved by Township Manager as an extraordinary service as detailed below.
- (f) To review, research and render such written and/or verbal legal opinions as the Township may require on matters related to the day-to-day operation of the Township;
- (g) To review as to form all documents related to bonding procedures;
- (h) To review as to form and sufficiency, all documents related to the public bidding process for individual projects and render an opinion thereon for purposes of awarding or rejecting bids;
- (i) To field and respond to questions of land use law from the Zoning Officer;
- (j) To keep abreast of current legal changes and issues affecting the Township of Lower and to make recommendations to the Township with regard to same;

3. **EXTRAORDINARY SERVICES OUTSIDE OF MONTHLY STIPEND:** In the event that Attorney is called upon to carry out services on behalf of the Township in addition to those detailed at #2 above, including but not limited to preparation of real estate documents including deeds and easements for the Township of Lower (Attorney to be compensated at the rate of \$150.00 per document), legal research projects, extraordinary consultations with internal and outside professionals and/or agencies, dealings with the media on legal issues, attendance and/or participation at extraordinary meetings, hearings, information sessions on behalf of the Township and/or assisting the Manager in extraordinary matters outside of the day-to-day operation of the Township, Attorney shall submit an outline of such services to the Township Manager and, subject to approval of same in accordance with Township policy, shall be compensated for such extraordinary services at the rate of \$125.00 per hour, together with reimbursement for reasonable associated costs, if any, payments to be handled as form 1099 compensation.

4. **LITIGATION:** Attorney shall be litigation counsel for the Township and shall handle all aspects of general litigation that is not assigned to the ACJIF and shall, under this section, serve as liaison between the Township and any and all other legal professionals representing the Township. Attorney shall be compensated at the rate of \$125.00 per hour in fees and shall be reimbursed for all reasonable and associated costs and expenses for all litigation related work. Litigation shall be deemed commenced upon the Township being informed by a potential adversary of circumstances that may lead to suit against the Township. Attorney keep the Manager and Council advised as necessary and payment to Attorney shall be handled as form 1099 compensation.

5. **TAX APPEALS:** As required by law, Attorney shall be designated as the Attorney for the Tax Assessor in any tax appeal matters and shall be compensated as for litigation.

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

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

8. The Township Solicitor's law office shall provide workmen's compensation insurance and disability insurance for any employees of the Law Firm.

9. The term of this Agreement shall be from the 4<sup>th</sup> day of January, 2012, until the first meeting of the Township Council in 2013, or until reappointment or the appointment of a successor. This Agreement may be extended upon the written execution thereof by all parties and in accordance with law.

10. 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 arbiter 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.

11. This contract has been awarded to Michael J. Donohue, Esquire, based on his merits and abilities to provide the goods and services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.5. As such, the undersigned does hereby attest that Michael J. Donohue, 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, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

12. During the performance of this Agreement, 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 of 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 seals the date first above written.

ATTEST:

THE TOWNSHIP OF LOWER

\_\_\_\_\_  
Claudia R. Kammer, Clerk

BY: \_\_\_\_\_  
Michael E. Beck, Mayor

WITNESS:

TOWNSHIP SOLICITOR

\_\_\_\_\_

BY: \_\_\_\_\_  
Michael J. Donohue, Esquire

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

RESOLUTION #2012-02

**TITLE: APPOINTMENT OF MUNICIPAL ENGINEER FOR 2012 WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire an acting municipal engineer 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 Hatch Mott MacDonald, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$493,000; and

WHEREAS, the anticipated term of this contract is six months and may be extended as approved by this governing body; and

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

Appropriation # 2-01-20-165-201

Signature 

WHEREAS, Hatch Mott MacDonald, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Hatch Mott MacDonald, LLC 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 the Hatch Mott Macdonald Engineers 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 hereby approves a contract with Hatch Mott MacDonald, 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.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

SF-MUN-ENG  
041801 042302

AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of ~~December~~ <sup>JANUARY</sup> 2012, by and between **HATCH MOTT MacDONALD, LLC**, having its principal place of business at 27 Bleeker Street, Millburn, New Jersey 07041, hereinafter called "ENGINEER"; and **TOWNSHIP OF LOWER** a municipal corporation of the State of New Jersey, having offices at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional engineering and planning consulting services through the year 2012 (sometimes referred to herein as the "Work", and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder, and

WHEREAS, CLIENT wishes to retain the services of Mark R. Sray and Thomas R. Thornton, Professional Engineers licensed by the State of New Jersey, with the firm Hatch Mott MacDonald, LLC in the position of Township Engineer, Zoning Board Engineer and Planning Board Engineer, respectively, for a one year period commencing on January 1, 2012 (sometimes referred to herein as the "Work"), and

WHEREAS, funds are available for this purpose;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

a. ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").

b. The ENGINEER is hereby authorized to perform General Municipal Engineering Services without further order.

c. For other Services Work Orders specifying the specific professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the

ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral directives from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

d. No Work Orders shall be issued unless funds have been appropriated for this purpose and duly committed to this Agreement. Each Work Order shall contain a certificate, from the CLIENT's authorized representative, of the availability of funds for this purpose and shall be accompanied by a certified copy of the CLIENT's Resolution authorizing the Work.

e. ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.

f. ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for any other persons, including but not limited to the agents, employees and contractors of CLIENT. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.**

#### SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

a. If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

b. Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.

c. Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.

d. Services after completion of the Work ordered -- Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

e. Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

#### SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

a. Provide all criteria and full information as to CLIENT's requirements for the services.

b. Assist ENGINEER by placing at his disposal all available information pertinent to the services including previous reports and any other data relative to the Work.

c. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

d. Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.

e. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.

f. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

g. Furnish or request ENGINEER to provide necessary Additional Services as required for the Work.

h. Provide all record-keeping and file all reports required to comply with the CLIENT's legal responsibility.

#### SECTION 4 - PERIOD OF SERVICE

a. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this

Agreement have been agreed to in anticipation of the orderly and continuous progress of the services through completion.

b. If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately.

c. This Agreement shall cover the period from January 1, 2012, through December 31, 2012.

#### SECTION 5 - PAYMENTS TO ENGINEER

a. CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's 2012 Rate Schedule, attached hereto as Exhibit B.

b. A not to exceed amount shall be established by mutual agreement for each work order.

c. The not to exceed amount shall not be exceeded without the express written authorization of CLIENT. If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

d. For Additional Services. CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

e. For Additional Services rendered under Section 2(a) on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project. The ENGINEER may also be contracted and paid on a lump sum basis for specific projects, as agreed upon by the CLIENT.

f. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.10.

g. For Reimbursable Expenses. In addition to payments provided for in Paragraph 5(d), CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

h. The terms ENGINEER's Hourly Rate Schedule and Reimbursable Expenses shall have the meanings assigned to them in Paragraph 5(l) hereinafter.

i. Times of Payments -- ENGINEER shall submit monthly statements for Basic and Additional Services rendered (based upon a time and materials summary or percent complete for projects contracted on a lump sum basis) and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

j. Other Provisions Concerning Payments If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

k. In the event of a termination under paragraph 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

l. Reimbursable Expenses.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B.

m. ENGINEER's Hourly Rate Schedule. ENGINEER's 2012 Rate Schedule is set forth in Exhibit B.

#### SECTION 6 - GENERAL PROVISIONS

a. Termination -- Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

b. Reuse of Documents -- All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

c. Project Records -- As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for

the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

d. Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

e. This Agreement is to be governed by the laws of the State in which the services are to be performed.

f. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

g. Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, except as stated in Paragraph 6(f) and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and

subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

h. Nothing in this Agreement shall be construed to give any rights or benefits hereunder to any one other than CLIENT and ENGINEER.

i. Estimates of Cost -- Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

j. Notwithstanding anything else to the contrary herein, the liability of either party to the other under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the greater of: (a) the amount of professional service fees paid to the ENGINEER under this Agreement; or (b) the amount of liability insurance posted by the CLIENT at the time of execution of this Agreement. ENGINEER and the CLIENT hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages.

#### SECTION 7 - EXHIBITS AND SPECIAL PROVISIONS

The following Exhibits are attached to and made a part of this Agreement:

- a. Further Description of Basic Services (Exhibit A).
- b. The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).
- c. Mandatory Affirmative Action Clause (Exhibit C).

d. This Agreement is subject to the following special provisions -- The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

e. Insurance -- ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages.

i. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.

ii. Commercial General Liability Insurance with aggregate annual limits of \$1,000,000.

iii. Automobile Liability Insurance with aggregate annual limits of \$1,000,000.

iv. Professional Liability Insurance with aggregate annual limits of \$1,000,000.

#### SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of Pages 1 to 6, inclusive), together with the Exhibits identified in Section 7 above), constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the

Work Order expressly provide that the terms of the Work Order are to prevail.

SECTION 9 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political contribution Disclosure. This contract has been awarded to ENGINEER based on the merits and abilities of ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that ENGINEER, it's subsidiaries, assigns or principals controlling in excess of 10% of the

company 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 period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it 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, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

TOWNSHIP OF LOWER

Claudia R. Korman

By Michael E Beck

Michael E. Beck  
Type or Print Name

MAYOR  
Title

ATTEST:

HATCH MOTT MacDONALD, LLC

[Signature]

By [Signature]

James G. Coe  
Executive Vice President

## EXHIBIT A

### FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in SECTION 1 of the Agreement are supplemented as indicated below:

ENGINEER shall perform all engineering duties required to be performed on behalf of the CLIENT and the laws of the State of New Jersey. ENGINEER shall perform such other services and duties as may be necessitated and as authorized by the CLIENT and to provide the necessary engineering services to the officials of the CLIENT.

Whenever it is determined by the CLIENT to be desirable or necessary in the performance of its work, the CLIENT shall call upon ENGINEER to perform specific consulting engineering services.

These services may include review of wastewater systems, operations and recommendations for modifications or improvements, preparation of reports or studies on the CLIENT's infrastructure, preparation of plans and specifications for new rehabilitation of existing facilities and/or infrastructure, roadway improvements, park and recreation, marine and coastal improvements, cost estimates, assistance in systems operations, preparation of applications to regulatory agencies, attendance at Township meetings, special meetings and meeting with regulatory agencies, any other consultation services related to general and specific municipal engineering services, such as, tax map preparation and revisions.

Hatch Mott MacDonald will specifically assign Mr. Mark R. Sray, P.E. to the position of Township Engineer for the full course of the contract period unless specifically approved otherwise by the CLIENT.

This contract with the ENGINEER for professional Engineering and Planning Services for 2012 shall not exceed \$493,000.00 unless amended by the CLIENT.

EXHIBIT A  
Attachment A-1

WORK ORDER NO.

This Work Order is issued between **TOWNSHIP OF LOWER** and **HATCH MOTT MacDONALD, LLC**, pursuant to the Agreement for Professional Engineering and Planning Services between the parties dated ~~December~~ <sup>Jan.</sup>, ~~2011~~ <sup>2012</sup> and subject to all the terms and conditions thereof.

**SCOPE OF WORK TO BE PERFORMED**

The ENGINEER is hereby requested to perform the following services (the "Work"):

**COMPENSATION**

The ENGINEER shall be compensated as follows:

**AUTHORIZATION**

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

TOWNSHIP OF LOWER

Dated: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

HATCH MOTT MacDONALD, LLC

Dated: \_\_\_\_\_

By \_\_\_\_\_

James G. Coe  
Executive Vice President

Exhibit B



2012 Hourly Rate Schedule  
Township of Lower  
Township of Lower Planning Board  
Township of Lower Zoning Board of Adjustment

	<u>Per Hour*</u>
Municipal Engineer / Planning Board Engineer / Zoning Board Engineer .....	\$138.00
Vice Presidents / Principals .....	\$154.00
Principal Project Managers / Associates / Senior Associates .....	\$138.00
Sr. Project: Engineer, Architect, Landscape Architect, Manager, Scientist, Geologist .....	\$138.00
Project Managers / Project Engineers / Project Architects .....	\$125.00
Project Scientists / Project Geologists .....	\$123.00
Sr. Engineers / Sr. Designers / Sr. Architects / Sr. GIS & CAD Specialists .....	\$119.00
Sr. Scientists / Sr. Geologists / Sr. Environmental Specialists .....	\$119.00
Senior Surveyors (Licensed, V).....	\$117.00
Inspectors .....	\$90.00
Engineers / Designers / Architects.....	\$81.00 to \$111.00
Scientists / Geologists / Environmental Scientists.....	\$75.00 to \$109.00
Surveyors / Crew Chiefs / Field Technicians .....	\$58.00 to \$102.00
Drafters / CAD Operators / GIS Technicians / Engineering Technicians .....	\$58.00 to \$ 92.00
Administration / Project Support .....	\$46.00 to \$ 75.00

\* Hourly rates for special consultations and services in conjunction with litigation are available on request.

**EXPENSES**

Personal Auto / Company Auto.....	\$0.51 <sup>1</sup> / mile
Company Vans / Company Pick-Up.....	\$0.51 / mile
Photocopies, Printing & Reproduction .....	Variable
UPS / Federal Express /Postage /Messenger Service .....	Direct + 10%
Subcontractors (including Contract Laboratory) .....	Direct + 10%
Telephone (Cellular).....	Variable
Field Equipment .....	Variable

<sup>1</sup>Varies, changes in accordance with Federal Rate Standard

Invoices are payable within 30 days of invoice date.  
Delinquent bills are subject to finance charges of 1.5% per month.  
The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

EXHIBIT C

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 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 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 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, or Good faith efforts to meet targeted 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 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 subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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.

## 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 business entity by the name** Hatch Mott MacDonald, LLC has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Lower* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	Lower Township Regular Republican Organization
Erik Simonsen	Any other present or future candidate committee or
Glenn Douglass	Joint candidate committee or local political party
Kevin Lare	Committee formed for the election of members of the
Michael Beck	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:

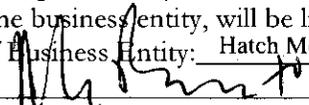
- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Name of Stock or Shareholder	Home Address
	Please see attached Ownership Disclosure Statement

### 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: Hatch Mott MacDonald, LLC

Signed: 

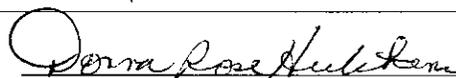
Title: Executive Vice President

Print Name: Albert N. Beninato, P.E.

Date: December 19, 2011

Subscribed and sworn before me this 19 day of  
December, 2011.

My Commission expires: November 18, 2014



(Affiant)

Donna Rose Hutchens, Notary

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

DONNA ROSE HUTCHENS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 18, 2014

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** Hatch Mott MacDonald, LLC

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

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders: Please see attached Ownership Disclosure Statement

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 9 day of December, 2011

(Notary Public) *Donna Rose Hutchens*

My Commission expires: November 18, 2014

*Albert N. Beninato*  
(Affiant)

Albert N. Beninato, P.E., Executive Vice President  
(Print name & title of affiant)

(Corporate Seal)

**DONNA ROSE HUTCHENS**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 18, 2014

**HATCH MOTT MACDONALD LLC**

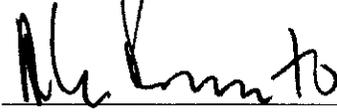
**STATEMENT OF OWNERSHIP**

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Hatch Mott MacDonald LLC, a Delaware limited liability corporation, is a wholly-owned subsidiary of Hatch Mott MacDonald Holdings, Inc., a Delaware corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald NY, Inc., a New York corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald Group, Inc., a Delaware corporation. The common stock of Hatch Mott MacDonald Group, Inc. is 40% owned by Hatch Associates, Inc., a Canadian corporation, 40% owned by Mott MacDonald International, Ltd., a corporation of the United Kingdom, and 20% owned by senior executives of the Hatch Mott companies. No natural person has more than a ten percent (10%) ownership interest in Hatch Mott MacDonald Group, Inc. or any of its subsidiary companies.

**HATCH MOTT MACDONALD LLC**

By:



Albert N. Beninato, P.E.  
Executive Vice President



Certification 2062

**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.† et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2009 to 15-AUG-2012

HATCH MOTT MACDONALD, INC.  
27 BLEEKER STREET  
MILLBURN NJ 07041



A handwritten signature in black ink, appearing to read "D. A. R.", written over a horizontal line.

State Treasurer

# New Jersey – Business Registration Certificate

11/23/05

Taxpayer Identification# 161-006-700/000

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.

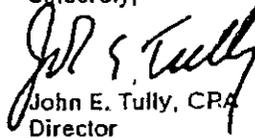
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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 (609)292-1730

I wish you continued success in your business endeavors:

Sincerely,

  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: HATCH MOTT MACDONALD, LLC	TRADE NAME:	
ADDRESS: 27 BLEEKER ST MILLBURN NJ 07041	SEQUENCE NUMBER: 1169109	
EFFECTIVE DATE: 01/01/05	ISSUANCE DATE: 11/23/05	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

RESOLUTION #2012-03

**TITLE: APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2012 WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal auditor 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 & Associates, L.L.C. 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 # 2-01-20-130-299, 135-201

Signature 

WHEREAS, Ford Scott & Associates, L.L.C. has completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott & Associates, L.L.C. 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 the Ford Scott & Associates, L.L.C. 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 hereby approves a contract with Ford Scott & Associates, L.L.C. 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.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

Twp.



# FORD - SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • PO BOX 538 • OCEAN CITY, NJ • 08226-0538

PHONE 609.399.6333 • FAX 609.399.3710

October 27, 2011

Mayor and Township Committee  
Township of Lower  
2600 Bayshore Road  
Villas, N.J. 08251

We are pleased to confirm our understanding of the services we are to provide the Township of Lower for the year ended December 31, 2011. We will audit the financial statements of Township of Lower as of and for the year ended December 31, 2011. 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.

1. Assistance in the preparation of the 2012 Local Municipal Budget from information provided to us by officials of the Township of Lower.
2. Preparation of the 2011 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
3. Preparation of the 2011 Annual Debt Statement.

### Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Township of Lower and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully 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 opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the Township of Lower is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Township of Lower and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the 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 or illegal acts 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 entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us 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 other 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.

## 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. We will plan and perform the audit to obtain reasonable rather than absolute 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 an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. 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. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to

our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to 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 the financial statements and related matters.

#### **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*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. 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 and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Township of Lower's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit 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*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Municipality; 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, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Division of Local Government Services, Department of Community Affairs, State of New Jersey 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 Division of Local Government Services, Department of Community Affairs, State of New Jersey. If we are aware that a federal awarding agency 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.

October 27, 2011

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the report. 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. 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 90 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. 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.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

We appreciate the opportunity to be of service to 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  
Certified Public Accountant  
Registered Municipal Accountant  
No. 393

RESPONSE:

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

By: Michael E Beck

Title: MAYOR

Date: 1-4-12

MILLARD T. CHARLTON  
& ASSOCIATES, CHARTERED  
CERTIFIED PUBLIC ACCOUNTANTS

**System Review Report**

December 10, 2010

To the Owners  
Ford, Scott & Associates, L.L.C.  
Certified Public Accountants  
and the Peer Review Committee of the  
New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, L.L.C. (the firm) in effect for the year ended August 31, 2010. 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. 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, objective, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by standards, engagements selected for review include engagements performed under the *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, L.L.C. in effect for the year ended August 31, 2010, 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, L.L.C. has received a peer review rating of *pass*.

*Millard T. Charlton & Associates*  
Certified Public Accountants

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

Contributor Name	Recipient Name	Date	Dollar Amount
Leon Costello	Amodeo for Assembly	2/15/2011	\$1,500.00
Leon Costello	Polistina for Senate	4/12/2011	\$1,500.00

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.

  
\_\_\_\_\_  
Leon P. Costello

Sworn and Subscribed to before me  
this 27 day of October, 2011

  
\_\_\_\_\_  
Notary Public

**SUSAN M. RUBBA  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/22/2012**

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Ford, Scott & Associates, LLC. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2012 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, County of Cape May as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	Lower Township Regular Republican Organization
Erik Simonsen	Any other present or future candidate committee or
Glenn Douglas	Joint candidate committee or local political party
Kevin Lare	Committee formed for the election of members of the
Michael E. Beck	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:

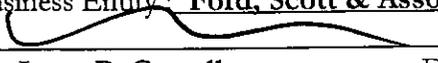
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Leon P. Costello	200 Simpson Avenue Unit B, Ocean City, NJ 08226
Glen J. Ortman	106 Birch Drive, Cape May Court House, NJ 08210
Donald E. Cheate	11 Poppy Road, Egg Harbor Township, NJ 08234

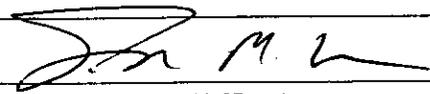
**Part 3 – Signature and Attestation:**

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: Ford, Scott & Associates, LLC

Signed:  Title: Partner  
 Print Name: Leon P. Costello Date: October 27, 2011

Subscribed and sworn before me this 27 day of October, 2011.

  
 (Affiant)

My Commission expires:  
**SUSAN M. RUBBA**  
**NOTARY PUBLIC OF NEW JERSEY**  
 Commission Expires 3/22/2012

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

**Certification on Behalf of A Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;
- b) A State political party committee;
- c) A legislative leadership committee;
- d) A county political party committee; or
- e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**Name of Company, Partnership or Organization:**

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

PARTNER

Print Name: \_\_\_\_\_

Leon P. Costello

Date: \_\_\_\_\_

10/27/11

(circle one) **(A) The Company, Partnership or Organization is the vendor;**

or

**(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.**

*\*Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

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

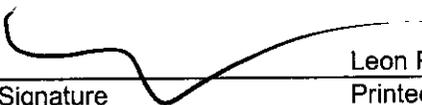
Address: 1535 Haven Avenue

City: Ocean City

State: NJ

Zip: 08226

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

  
Signature \_\_\_\_\_ Printed Name: Leon P. Costello Title: Partner

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Contributor Name	Recipient Name	Date	Dollar Amount
Leon Costello	Amodeo for Assembly	2/15/2011	1500
Leon Costello	Polistina for Senate	4/12/2011	1500

## STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:** Ford, Scott & Associates, L.L.C.

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

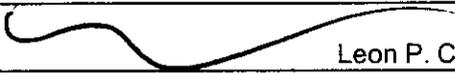
Check the box that represents the type of business organization:

- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation     Limited Liability Company  
 Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Donald E. Cheatle Home Address: 11 Poppy Road, Egg Harbor Township, NJ 08234
Name: Glen J. Ortman Home Address: 106 Birch Drive, Cape May Court House, NJ 08210
Name: Leon P. Costello Home Address: 200 Unit B Simpson Avenue, Ocean City, NJ 08226

	Leon P. Costello	Partner
Signature	Printed Name	Title

Subscribed and sworn before me this 27 day of October, 2011.  
(Notary Public)



**SUSAN M. RUBBA**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 3/22/2012

Jorgensen & Company  
42 West Allendale Avenue  
Allendale, New Jersey 07401

Tel: (201) 447-4400  
Fax: (201) 818-5680

www.jorgensenandcompany.com



Jorgensen & Company

## VERIFICATION OF INSURANCE

### ISSUED TO:

We the undersigned Insurance Brokers, hereby verify that the Greenwich Insurance Company has issued the following described insurance, and which is in force as of the date hereof:

### Professional Liability Insurance

**NAME OF THE INSURED:** Ford Scott & Associates LLC and others as more fully described in the policy

**Policy Number:**  
CPH9793225

**Insurers:**  
Greenwich Insurance Company

**Period:**  
09/01/11 to 09/01/12

**LIMIT:** \$1,000,000 Each Claim  
\$3,000,000 Annual Aggregate

**RETENTION:** \$10,000 each claim aggregate

Subject to the terms, conditions, exclusions and limitations of the policy.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days prior written notice to the certificate holder, but such failure to mail such notice shall impose no obligation on any kind upon Jorgensen & Company, its agents or representatives.

This document is furnished as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the Insured and the Insurers. Any amendment, change or extension of such contract can only be effected by the specific endorsement attached thereto.

Jorgensen & Company

Per

September 8, 2011



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Thomas H. Heist Insurance Agency, Inc. 700 West Avenue P. O. Box 480 Ocean City NJ 08226		<b>CONTACT NAME:</b> Maryann Colavito, AAI <b>PHONE (A/C, No, Ext):</b> (609) 399-0655 <b>FAX (A/C, No):</b> (609) 399-8681 <b>E-MAIL ADDRESS:</b> colavito@heistinsurance.com <b>PRODUCER CUSTOMER ID #:</b> 00003713																						
<b>INSURED</b> Ford, Scott & Associates, LLC PO Box 538 1535 Haven Avenue Ocean City NJ 08226		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Delos Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td>Lloyds</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Delos Insurance Company		INSURER B:	Hartford Underwriters Ins Co	30104	INSURER C:	Lloyds		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER: 11-12

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			B18599	4/8/2011	4/8/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UMB19483	4/8/2011	4/8/2012	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13WEQPM6017	10/31/2011	10/31/2012	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WIND - 1% Deductible			297560234191L00	4/8/2011	4/8/2012	BUILDING 1,273,000
A	PROPERTY -1000 Deductible			B18599	4/8/2011	4/8/2012	CONTENTS 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Accounting Firm located at 1535 Haven Avenue, Ocean City, NJ; Property coverage includes replacement cost to policy limit; Employee Dishonesty Coverage 50,000.

**CERTIFICATE HOLDER****CANCELLATION**

None Declared

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

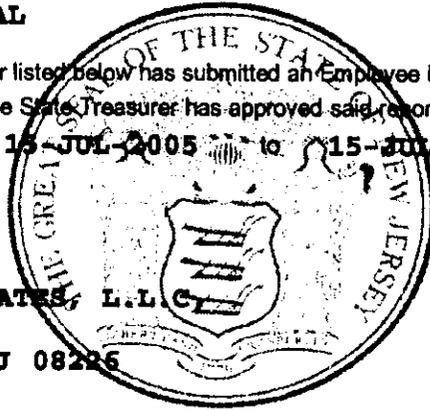
M Tolan, AAI/MMT

# 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-2005** to **15-JUL-2012**

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



A handwritten signature in black ink, appearing to be "D. D. D.", written over a horizontal line.

State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

**Trade Name:**

**Address:** 1535 HAVEN AVENUE  
OCEAN CITY, NJ 08226-0538

**Certificate Number:** 0109089

**Effective Date:** December 17, 2001

**Date of Issuance:** January 03, 2008

**For Office Use Only:**

20080103101548873

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Board of Accountancy

HAS REGISTERED

Ford Scott & Associates LLC  
DONALD E CHEATLE  
1535 Haven Avenue  
Ocean City, NJ 082260538

FOR PRACTICE IN NEW JERSEY AS A(N): Firm Registration

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Accountancy  
HAS REGISTERED  
Ford Scott & Associates LLC  
Firm Registration

06/22/2009 TO 06/30/2012  
VALID

20CB00114900  
License/Registration/Certificate #

SIGNATURE  
DIRECTOR

06/22/2009 TO 06/30/2012  
VALID

20CB00114900  
LICENSE/REGISTRATION/CERTIFICATION #

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:

Board of Accountancy  
P.O. Box 45000  
Newark, NJ 07101

Signature of Licensee/Registrant/Certificate Holder

  
DIRECTOR

PLEASE DETACH HERE

Ford Scott & Associates LLC

EXPIRATION DATE 2012

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 20CB 00114900 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS  
CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW

Board of Accountancy  
P.O. Box 45000  
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW  
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON  
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE  
AVAILABLE TO THE PUBLIC.

HOME   
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW  
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE  
DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE

HOME   
BUSINESS

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Exhibit A  
(Revised 2007)  
N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27  
Mandatory Affirmative Action Language

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, 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. 10:5-36 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.

Exhibit A  
(continued)

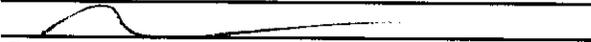
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital 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, 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 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.

Name: Ford, Scott & Associates, L.L.C.  
Name of Highest Official: Leon P. Costello  
Signature:   
Title: Partner  
Date: 10/26/2011

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

RESOLUTION #2012-04

**TITLE: APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2012  
WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire bond counsel 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 not exceed \$17,500, and Mc Manimon & Scotland 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; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # Applicable Bond Ordinances

Signature [Handwritten Signature]

WHEREAS, Mc Manimon & Scotland has completed and submitted a Business Entity Disclosure Certification which certifies that Mc Manimon & Scotland 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 the Mc Manimon & Scotland 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 hereby approves a contract with Mc Manimon & Scotland 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.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 4, 2012.

[Handwritten Signature: Claudia R. Kammer]  
Claudia R. Kammer, Township Clerk

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

## A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this 4<sup>th</sup> day of January, 2012, by and between the TOWNSHIP OF LOWER, in the County of Cape May, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON & SCOTLAND, L.L.C., Attorneys at Law with offices at 1037 Raymond Boulevard, Suite 400, Newark, New Jersey, hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

### **I. Public Finance**

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

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

B. 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 Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note

sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

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

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with the preparation or review of each bond ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000, but not less than \$800. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$250.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement.

## **II. Redevelopment, Environmental, Litigation and Non-Public Finance Services**

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.*, the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et seq.*, or the Revenue Allocation District Financing Act, N.J.S.A. 52:27D-459 *et seq.*, will be billed in accordance with the fee schedule set forth in paragraph I(2)(D) through (G).

### **III. General Provisions**

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

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

### POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon & Scotland, L.L.C. based on the merits and abilities of McManimon & Scotland, L.L.C. to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the principals of McManimon & Scotland, L.L.C. controlling in excess of 10% of the company have 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 period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it 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, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

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 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:

By: Michael E Beck

Claudia R Kommer  
Clerk

McMANIMON & SCOTLAND, L.L.C.

By: Edward J McManimon, III  
Edward J McManimon, III

**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 firm of McManimon & Scotland, 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 1, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<b>NO CONTRIBUTIONS HAVE BEEN MADE.</b>	

**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 Company

Name of Stock or Shareholder	Home Address
Edward J. McManimon, III	115 Laning Avenue, Pennington, NJ 08534
Glenn F. Scotland	95 Central Avenue, Montclair, NJ 07042
Joseph P. Baumann, Jr.	123 Central Avenue, Madison, NJ 07940
Andrea L. Kahn	7 Blythewood Court, North Brunswick NJ 08902

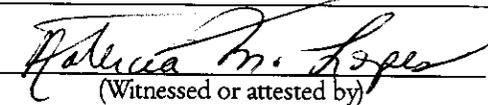
**Part 3 - Signature and Attestation:**

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: McManimon & Scotland, L.L.C.

Signature of Affiant: *Edward J. McManimon, III* Title: Member

Printed Name of Affiant : Edward J. McManimon, III Date: October 31, 2011

Subscribed and sworn before me this 31 day of October, 2011.	 (Witnessed or attested by)
My Commission expires:	
<b>WATERCIA M. LOPES</b> A Notary Public of New Jersey My Commission Expires June 25, 2014	

08/18/04

Taxpayer Identification# 222-837-091/000

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 (609)292-1200.

I wish you continued success in your business endeavors.

Sincerely,

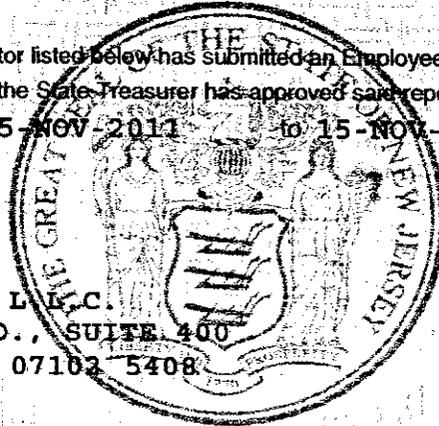
  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0252
TAXPAYER NAME: MCKENNON & SCOTLAND, L.L.C.	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 222-837-091/000	SEQUENCE NUMBER: 0075601	
ADDRESS: ONE RIVERFRONT 4TH FL NEWARK NJ 07102	ISSUANCE DATE: 08/18/04	
EFFECTIVE DATE: 01/03/88	Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

# 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-NOV-2011** to **15-NOV-2018**

**MCMANIMON & SCOTLAND, L.P.C.**  
**1037 RAYMOND BOULEVARD., SUITE 400**  
**NEWARK NJ 07103 5408**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

**Andrew P. Sidamon-Eristoff**  
State Treasurer

# Jamison Risk Services



A DIVISION OF HERBERT L. JAMISON & CO., L.L.C.  
INSURANCE GROUP

100 Executive Drive, West Orange, New Jersey 07052-3362  
973-731-0806 • 800-JAMISON • Fax 973-731-3035 •  
[www.jamisongroup.com](http://www.jamisongroup.com)

NEW JERSEY  
NEW YORK  
PENNSYLVANIA

## CONFIRMATION OF PLACEMENT OF COVERAGE

NAMED INSURED AND ADDRESS

ACCOUNT NO.

MCMAN-1001

McManimon & Scotland, L.L.C.  
1037 Raymond Boulevard, Suite 400  
Newark, NJ 07102-5408

EFFECTIVE DATE    EXPIRATION DATE    POLICY NUMBER    INSURER

09-20-2010\*

09-20-2011\*

Renewal of:  
WLA300009923600

Westport Insurance Corporation

COVERAGE DESCRIPTION AND AMOUNT / LIMITS

### LAWYERS PROFESSIONAL LIABILITY INSURANCE

Limit of Liability:    \$10,000,000 per claim / \$10,000,000 annual aggregate

Deductible:    \$100,000 per claim

Annual Premium:    \$142,584 plus NJ PLIGA Surcharge of \$1,283

Terms and Conditions:    As provided in our report to you dated August 10, 2010. Underwriters did agree to amend the clauses in the new policy we discussed in our August 12<sup>th</sup> meeting. They were item 1. dealing with retiring partners and item 5. dealing with Personal Injury coverage found on page 2. of our Executive Summary of our report.

Subject To:    Signed Coverage Order Request Form.

\*The current Policy No. WLA300009923600 has been extended to September 20, 2010 at no additional premium.

We discussed our ability to obtain quotes for higher limits in our report. We understand the firm is not interested at this time.

Accepted by: Joseph P. Bieniowski    Dated: 8/30/10

BY

Joseph F. Bieniowski  
Joseph F. Bieniowski, Director

8-27-10  
DATE

In accordance with your instructions we have taken the action as described above. Please review this confirmation to be sure that it accurately reflects those instructions. The policy and / or amendment is being prepared and will be forwarded to you along with the invoice or credit memorandum in due course. Thank you for this opportunity to be of service. Subject to Underwriters Approval and Terms and Conditions of the Policy.

**STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING**

**MCMANIMON & SCOTLAND, L.L.C.**

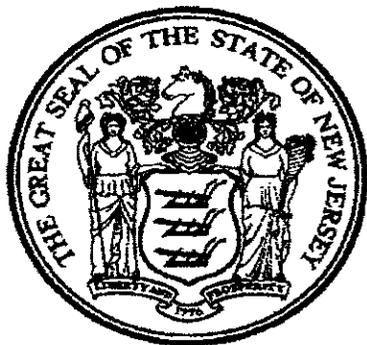
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*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on March 13, 1997.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify the registered agent and registered office are:*

*John V. Cavaliere  
1037 Raymond Boulevard  
Suite 400  
Newark, 07102 5408*



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
22nd day of September, 2009*

*R. David Rousseau  
State Treasurer*

Certificate Number: 115344600

Verify this certificate online at

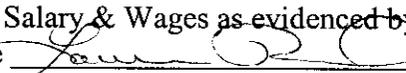
[http://www1.state.nj.us/TYTR\\_StandingCert/ISP/Verify\\_Cert.jsp](http://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp)

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

RESOLUTION #2012-05

TITLE: APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2012

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

WHEREAS, the maximum amount of the contract is \$20,500.00 plus \$80.00 per hour for Special Court sessions and funds are available in the current fund entitled Office of the Township Solicitor - Salary & Wages as evidenced by the Chief Financial Officer's Certification & signature ; and

WHEREAS, the Local Public Contracts Law (N.S.J.A. 40A:11-5 et seq.) requires that the resolution authorizing the award of contracts for Professional Services without competitive bids and the contract itself must be available for public inspection.

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

The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Ronald Gelzunas.

This contract is awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law as the contract is for a service performed by a person authorized by law to practice a recognized profession that is regulated by law.

A notice of this action shall be printed once in the Township's Official newspaper.

I hereby certify this is the original resolution adopted by the Township Council at the meeting of January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-06**

**TITLE: APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR 2012**

WHEREAS, there exists a need for the service of a municipal public defender in the Township of Lower in the County of Cape May, State of New Jersey; and,

WHEREAS, the amount of the contract is \$11,200 and funds are available in the current fund entitled Office of the Public Defender - Salary & Wage as evidenced by the Chief Financial Officer's signature ; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for Professional Services without competitive bids and the contract itself must be available for public inspection.

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

The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Christopher Gibson.

This contract is awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law as the contract is for a service performed by a person authorized by law to practice a recognized professional that is regulated by law.

A notice of this action shall be printed once in the Township's Official newspaper.

I hereby certify this is the original resolution adopted by the Township Council on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

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

RESOLUTION #2012-07

TITLE: ANNUAL APPOINTMENT OF EMERGENCY MANAGEMENT COUNCIL

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council, the governing body thereof, that the following persons are hereby appointed to the Emergency Management Council for 2012.

NAME	CATEGORY	NAME	CATEGORY
Michael Beck	1	Thomas Conrad	1
Richard Harron	2	Brian Marker	2 & 3
James Godfrey	2	Eileen Kreis	2 & 4
Dave Perry	2 & 4	Gary Douglass	2
William Mastriana	2	Rich Harron, Jr.	2
Gary Playford	2	Lew McGonigal	2
Art Hayden	2	Kevin Hart	2
Matt Ecker	5		

BE IT FURTHER RESOLVED the following individuals be appointed as the volunteer Deputy OEM Coordinators for 2012:

1. Chief Brian Marker
2. James Godfrey
3. Eileen Kreis
4. David Perry

I hereby certify this resolution was adopted by the Township Council at their meeting of January 4, 2012

*Claudia R. Kammer*  
 Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-08**

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

WHEREAS, the term of, Kevin Lare, Class III Member on the Lower Township Planning Board, expired on Dec. 31, 2011, and

WHEREAS, Kevin Lare is interested in serving and also holds the Council At Large seat on Council,

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following person is hereby reappointed to the Lower Township Planning Board as follows.

<u>Name</u>	<u>Type/Class</u>	<u>Exp. Date</u>
<b>Kevin Lare</b>	<b>Class III</b>	<b>12-31-2012</b>

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-09**

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

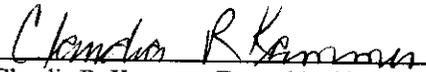
WHEREAS, it is necessary for the Township to designate certain persons for the receipt of notices and processing of claims for the Joint Insurance Fund, and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following persons are named in the capacity listed for the Joint Insurance Fund for 2012 and shall remain in said positions until changed by resolution:

Fund Commissioner	Julie Picard
Alt. Fund Commissioner	Michael Voll
Claims Coordinator	Marie LoMonaco
Risk Management Consultant	Marsh & McLennan Agency
Safety Coordinator	Jason Dilworth
Township Clerk	Claudia R. Kammer

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

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

RESOLUTION #2012-10

TITLE: APPOINTMENT OF JIF 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, N.J.S.A. 40A: 11-5 (1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant's are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical;

NOW, THEREFORE, be it resolved that the governing body of the Township of Lower does hereby appoint Marsh & McLennan Agency as its Risk Management Consultant in accordance with 40A:11-5 for a fee of Two and one half percent (2.5%) of the combined ACMJIF & MELJIF net assessment amount as per their proposal; and,

BE IT FURTHER RESOLVED that the governing body is 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).

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.

  
\_\_\_\_\_  
Claudia R. Kammer, Township Clerk

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

**RISK MANAGEMENT CONSULTANT AGREEMENT**  
**ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

This Agreement, entered into this 4<sup>th</sup> day of January, 2012, between the TOWNSHIP OF LOWER (hereinafter referred to as the "Municipality") and MARSH & McLENNAN AGENCY, LLC, a Corporation of the State of New Jersey, and Barbara Weigand, the responsible agent, having their principal office located at 510 Bank St., Ste. 200, Cape May, NJ (hereinafter referred to as the "Consultant").

**WHEREAS**, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

**WHEREAS**, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on \_\_\_\_\_;

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

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
  - A) The Consultant shall assist the Municipality in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
  - B) The Consultant shall assist the Municipality in understanding and selecting the various types of coverage available from the Atlantic County Municipal Joint Insurance Fund.
  - C) The Consultant shall review with the Municipality any additional types of coverage that the Consultant believes the Municipality should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the Municipality.
  - D) The Consultant shall assist the Municipality in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
  - E) The Consultant shall review the Municipality's annual assessment as prepared by the Fund, and shall assist the Municipality in the preparation of its annual insurance budget.
  - F) The Consultant shall review the loss and engineering reports for the Municipality, and shall assist the Safety Committee in its loss containment objectives within the Municipality.

- G) The Consultant shall attend and actively participate in the Municipality's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.
- H) The Consultant shall attend the Municipality's Member Accident Review Panel meetings and assist the Municipality in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the Municipality in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the Municipality in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall assist the Municipality with the timely and accurate reporting of all claims, which shall include the establishment and implementation of claims reporting procedures.
- L) The Consultant shall assist, when requested by the Municipality and/or the Claims TPA, with the investigation of claims filed against the Municipality.
- M) The Consultant shall review the Municipality's loss data on a regular basis and prepare reports to the Municipality on recent losses, open claims, and loss trends.
- N) The Consultant shall review the performance of the Municipality's Claims TPA on a quarterly basis including reserving practices, adjuster claim counts, and supervisor file review.
- O) The Consultant shall assist the Municipality by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- P) The Consultant shall assist the Municipality and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- Q) The Consultant shall order Certificates of Insurance from the Fund.
- R) The Consultant shall review Certificates of Insurance received by the Municipality.
- S) The Consultant shall review proposed contracts between the Municipality and organizations and contractor's to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- T) The Consultant shall evaluate and advise the Municipality on the risk management aspects of public events being staged or sponsored by the Municipality.
- U) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- V) The Consultant shall respond to questions regarding coverage from the Municipality's officials.

- W) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
  - X) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
  - Y) The Consultant shall execute and file with the Municipality, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
  - Z) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the Municipality outlining the Municipality's Insurance and Safety Program.
  - AA) The Consultant shall assist the Municipality with the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally performed by a public adjuster.
  - AB) The Consultant shall perform any other services required by the Fund's Bylaws.
2. The term of this Agreement shall be for a period of one (1) year commencing the first day of **January, 2012**, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
  3. The Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, an amount equal to a dollar amount of \_\_\_\_\_ (\$ \_\_\_\_\_) or **Two & one-half** percent (**2.5** %) of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
  4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by 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 Paragraph 3 of this Agreement.
  5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

ATTEST: Claudia R. Kammer MUNICIPALITY: Michael E Beck

ATTEST: Jeanne M. Clement CONSULTANT: Barbara Weigand

DATE: 1-4-12

**ATLANTIC COUNTY  
MUNICIPAL JOINT INSURANCE FUND**

**RISK MANAGEMENT CONSULTANT CONFIDENTIALITY  
AGREEMENT**

**WHEREAS**, the Atlantic County Municipal Joint Insurance Fund, in order to properly discharge its duties and obligations, must consider and discuss certain confidential information regarding specific general liability (property, automobile, trip and fall, and civil rights), Workers' Compensation, Employment Practices Liability, Public Officials Liability and other types of claims against Member Municipalities, and certain confidential information regarding any Member Municipalities' claims history, loss ratios, litigation strategies, safety history, assessment strategies and renewal information; and

**WHEREAS**, the discussion of claims against Member Municipalities, the evaluation of the factual and legal issues relating to said claims, and the discussion of settlement, liability, authority and other issues surrounding said claims must remain confidential in order to best respect the privacy of the individuals involved and/or to preserve the tactical and strategic defense of actual and/or pending litigation arising out of said claims; and

**WHEREAS**, the discussion of claims history, loss ratios, litigation strategies, safety history, assessment strategies and renewal information must also remain confidential in order to best protect the interest of the Fund and its Member Municipalities; and

**WHEREAS**, any discussion relating to said claims may take place at meetings of the Fund Commissioners, meetings of the Executive Committee, meetings of the Claims Committee, meetings of the Safety Committee, meetings of the Coverage Committee, meetings of the EPL/POL Committee, meetings of the Finance Committee or directly with one or more of the representatives of the Member Municipality, Assigned Defense Counsel designated by the Fund and/or Fund Professionals; and

**WHEREAS**, the undersigned will, from time to time, participate in the consideration, evaluation, and discussion of claims, litigation strategies, assessment strategies, safety history, loss ratios and renewal information in order to provide their assistance and expertise to the Atlantic County Municipal Joint

- has a direct or indirect financial interest or personal involvement that might reasonably be expected to impair my objectivity or independence or judgment; and
- d. I shall not undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice my independence or judgment in the exercise of my responsibilities to the Member Municipality which I represent and to the Atlantic County Municipal Joint Insurance Fund; and
  - e. Neither I or any business organization in which I have an interest shall represent any person or party other than the Member Municipality which I represent and the Atlantic County Municipal Joint Insurance Fund in connection with any claim against any Member Municipality and the Atlantic County Municipal Joint Insurance Fund; and
  - f. I shall not, at any time or in any manner, disclose, convey, transmit, copy or otherwise make available any information and/ or document(s) not generally available to the members of the public which I receive or acquire by reason of my position as an RMC for a Member Municipality and the Atlantic County Municipal Joint Insurance Fund for the purpose of securing financial gain, directly or indirectly, for myself or for any other person;
3. I will use caution and discretion in the storage and/or disposal of any information or documents received, directly or indirectly, by me or by virtue of my relationship to the Member Municipality and the Atlantic County Municipal Joint Insurance Fund.

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

RESOLUTION #2012-11

ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower was held on January 4, 2012 at which time it was necessary to establish the official Council Meeting dates and times.

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

Meeting of January 16 shall be changed to January 18  
Meeting of February 20 shall be changed to February 22  
Meeting of September 3 shall be changed to September 5

I hereby certify this is the original resolution adopted by the Township Council at the meeting of January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

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

RESOLUTION #2012-12

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 4, 2112 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 FURTHER RESOLVED by the Township Council of the Township of Lower, 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.

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.

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

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

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012

  
 Claudia R. Kammer, Twp. Clerk

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

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

RESOLUTION #2012-13

**TITLE: DESIGNATION OF OFFICIAL DEPOSITORIES**

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

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

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

Police Investigative Trust Account	Police Chief, Police Captain(s), CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Police Forfeiture Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Community Police Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Local Law Enforcement Block Grant	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Developer's Escrow Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Harbortown (Escrow Savings)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
MBIA-Current Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
MBIA-Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
NJ Cash Management Fund – Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012

*Claudia R. Kammer*  
 Claudia R. Kammer, RMC, Township Clerk

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

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

RESOLUTION #2012-14

**TITLE: DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING FOR THE YEAR 2012**

**WHEREAS**, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 4, 2112 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 of Lower, the governing body thereof, that the official newspaper for all Township advertising, including notices of public meetings, shall be the Cape May Star & Wave.

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.

  
Claudia R. Kammer, Clerk

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

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

**RESOLUTION #2012-15**

**Title: AUTHORIZING PAYMENT OF 2012 DEBT SERVICE**

**WHEREAS**, the amounts listed below are owed for debt service in the current year 2012 and are due on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

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

**WHEREAS**, funds for debt service are available in the 2012 budget appropriations for Bond Principal, Bond Interest, Note Interest, Loan Principal and Loan Interest as certified by the Chief Financial Officer [Signature].

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

<u>DATE</u>	<u>TOTAL</u>	<u>PRIN</u>	<u>INT</u>	
1/15/2012	35,678.13		35,678.13	BOND
2/9/2012	24,873.28	18,638.60	6,234.68	LOAN
2/15/2012	9,327.48	6,584.40	2,743.08	LOAN
3/7/2012	27,982.44	20,555.26	7,427.18	LOAN
4/1/2012	1,024,625.00	900,000.00	124,625.00	BOND
6/15/2012	44,687.50		44,687.50	BOND
7/15/2012	720,678.12	685,000.00	35,678.12	BOND
8/9/2012	24,873.28	18,824.98	6,048.30	LOAN
8/10/2012	21,402.89		21,402.89	NOTE
8/15/2012	9,327.48	6,650.24	2,677.24	LOAN
9/7/2012	27,982.44	20,760.81	7,221.63	LOAN
10/1/2012	111,125.00		111,125.00	BOND
12/15/2012	544,687.50	500,000.00	44,687.50	BOND
	<u>2,627,250.54</u>	<u>2,177,014.29</u>	<u>450,236.25</u>	

**I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.**

\_\_\_\_\_  
Claudia R. Kammer, Township Clerk

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

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

RESOLUTION #2012-16

TITLE: ANNUAL APPROVAL OF PETTY CASH FUNDS

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

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

<u>Location</u>	<u>Amount</u>	<u>Custodian</u>
Treasurer's Office	\$100.00	Lauren Read, CFO Colleen Crippen, Asst. Treas.
Police Department	\$250.00	Chief Brian Marker Captain William Mastriana

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012

  
\_\_\_\_\_  
Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-17**

**TITLE: ADOPTING THE CASH MANAGEMENT PLAN**

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

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

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

Definitions

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

Designation of Depositories

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

Audit Requirement

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

Authority to Invest

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

Investment Instruments

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

**Resolution #2012-17- ADOPTING CASH MANAGEMENT PLAN** (Continued)

Records and Reports

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

At a minimum the Treasurer shall:

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

Cash Flow

1. The Treasurer shall ensure that the accounting system provides regular information concerning the cash position and investment performance.

2. All moneys shall be turned over to the Treasurer and deposited in accordance with N.J.S.A. 40A: 5-15.

3. The Treasurer is authorized and directed to invest surplus funds of the Township of Lower as the availability of the funds permit. In addition, it shall be the responsibility of the Treasurer to minimize the possibility of idle cash by depositing the moneys in interest bearing accounts wherever practical and in the best interest of the Township of Lower.

4. The Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.

Schedule of Statutory Payments

1. Fire Districts are to be paid in accordance with N.J.S.A. 40A: 14-79. Statutory tax payments are made to each district as follows:

- 21.25% on or before April 1
- 22.50% on or before July 1
- 25.00% on or before October 1
- 31.25% on or before December 31

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

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

**Resolution #2012-17 - ADOPTING CASH MANAGEMENT PLAN** (Continued)

**Annual Allowance Amounts**

The Township of Lower has authorized participation in a flexible spending account for the employees. The flexible spending account allows a portion of the employee's salary to be redirected to provide reimbursement for allowable medical expenses. At the beginning of each plan year, a specific dollar amount must be elected. For 2012, the allowable amount is \$1,500.00.

**Banking Policies**

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012

  
Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-18**

**TITLE: RESOLUTION TO DEFER THE REGIONAL SCHOOL TAX**

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

**WHEREAS**, the 2011 Regional School Levy was \$11,325,557.39 and not more than 50% is \$ 5,662,778.69

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, the governing body thereof, that it desires to defer regional school taxes to the year 2012 in the amount of \$5,662,778.69

**I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.**

  
\_\_\_\_\_  
Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-19**

**TITLE: ADOPTING 2012 TEMPORARY CURRENT BUDGET**

**WHEREAS**, N.J.S.A. 40A: 4-19 provides that where any contracts, commitments or payments are to be made prior to the final adoption of the 2012 Budget, temporary appropriations should be made by resolution prior to January 30<sup>th</sup> of the fiscal year; and

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

**WHEREAS**, the total appropriations of the 2011 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is \$22,410,274.97; and

**WHEREAS**, 26.25% of the total appropriations in the 2011 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is \$5,882,697.18.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the 2012 Temporary Current Budget is set in an amount not to exceed \$5,882,697.18.

**I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.**

  
\_\_\_\_\_  
Claudia R. Kammer, RMC, Township Clerk

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

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

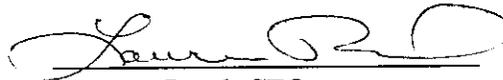
**RESOLUTION #2012-20**

**TITLE: APPROVING 2012 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.

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 2012 is Twenty-One Dollars (\$21) per employee currently based on 153 employees for a total of Three Thousand Two Hundred Thirteen Dollars (\$3213.00) and funds are available in the current fund entitled Group Health 1-01-23-220-408 as evidenced by the Treasurer's signature below:

  
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk are hereby authorized to sign the contract agreement for the year 2012

I hereby certify that the foregoing resolution was adopted by the Township Council at the meeting of January 4, 2012

  
Claudia R. Kammer, Twp. Clerk

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



## 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 1/1/2012 and terminate on 12/31/2012.

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, 2012 and ending December 31, 2012. 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 Michael E Beel  
Name

Mayor  
Title

1-4-12  
Date

by [Signature]

Manager  
Title

1-4-12  
Date

Witness Claudia R Kammer  
Name

1-4-12  
Date

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

**RESOLUTION #2012- 21**

**TITLE: A RESOLUTION OF THE TOWNSHIP OF LOWER AUTHORIZING THE CLERK TO ISSUE BINGO & RAFFLE LICENSES THROUGHOUT THE YEAR TO QUALIFIED ORGANIZATIONS**

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

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

WHEREAS, there appears to be no reason to deny said licenses for 2012 providing all paperwork is completed and required fees have been paid.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, the governing body thereof, that the Township Clerk is authorized to issue bingo/raffle licenses for 2012 to the following organizations as applicable throughout the year.

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

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

I hereby certify the foregoing to be a Resolution adopted by the Township Council at a meeting held on January 4, 2012.

*Claudia R. Kammer*  
 Claudia R. Kammer, Twp. Clerk

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

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

RESOLUTION #2012-22

TITLE: DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER FOR LOWER TOWNSHIP

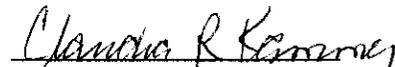
WHEREAS, in accordance with N.J.A.C. 17:27-3.2, each public agency shall designate an individual to serve as its Public Agency Compliance Officer (P.A.C.O.); and

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

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

NOW, THEREFORE, BE IT RESOLVED that Margaret Vitelli be appointed the Public Agency Compliance Officer for the Township of Lower.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION #2012-23**

**TITLE: AUTHORIZATION FOR PUBLIC BIDDING**

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

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

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Qualified Purchasing Agent is hereby authorized to obtain public bids as necessary for items or services 2012 as they become necessary in accordance with the Local Public Contract Law.
2. The Township Engineer's Office is also hereby authorized to obtain public bids for engineering projects required by the Township during the course of the year.

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012

  
Claudia R. Kammer, Clerk

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

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

**RESOLUTION #2012-24**

**Title: Transfer of 2011 Appropriations**

WHEREAS, N.J.S.A. 40A: 4-59 provides for appropriation transfers during the first three months of the succeeding year when it has been determined that any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during the preceding year, which were chargeable to said appropriation, and there is an excess in any appropriation reserve over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey that the following transfers, and totaling \$6,000.02 be made between the 2011 budget appropriation reserves.

<u>LINE ITEM</u>		<u>ACCT. NUMBER</u>	<u>TO</u>	<u>FROM</u>
ANIMAL CONTROL	S&W	1-01-27-340-101	2,500.00	
DCRP	OE	1-01-36-476-500	500.00	
PUBLIC DEFENDER	S&W	1-01-43-495-101	0.02	
UFSA	S&W	1-01-25-265-101	2,500.00	
SOLICITOR	S&W	1-01-20-155-101	500.00	
HEALTH INSURANCE	OE	1-01-23-220-421		6,000.02
			<u>6,000.02</u>	<u>6,000.02</u>

**I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.**

*Claudia R Kammer*  
 Claudia R. Kammer, Township Clerk

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

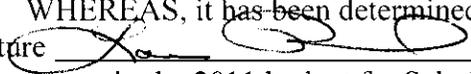
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2012-25

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

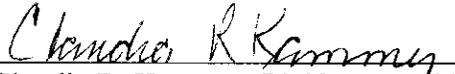
WHEREAS, the employees listed on the attached schedule have accrued sick time due from the Township and per union contract the Township will at the employees request, annually buy back five (5) days of unused sick leave in December of any year, from employees who have not used more than five (5) sick days that calendar year.

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 such payment in the 2011 budget for Salaries and Wages

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to the employees listed on the attached schedule not to exceed the amount of \$20,098.50 is authorized and chargeable to the 2011 Budget:

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 4, 2012.

  
Claudia R. Kammer, RMC, Township Clerk

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

### 2011 Sick Buy Back

Sick Time Buy Back 2011								
Last Name	First Name	Dept.	Union	Hours	Rate	Tot. Check	Submitted	Qualifies
Amonette	Arthur	Assessor	Supervisors	35	43.07	1507.44	Y	Y
Alexander	Mark	DPW	Teamsters	40	21.83	873.20	Y	Y
Bailey	Howard	DPW	Teamsters	40	28.25	1130.00	Y	Y
Bailey Sr.	Robert	DPW	Teamsters	40	30.51	1220.28	Y	Y
Barger	George	DPW	Teamsters	40	24.14	965.60	Y	Y
Byrne	Elizabeth	Courts	Supervisors	35	37.97	1329.01	Y	Y
Douglass	Don	Manager 2	Teamsters	40	21.41	856.34	Y	Y
Douglass	Gary	DPW Supe	Supervisors	40	36.17	1446.92	Y	Y
Eagan	Thomas	DPW	Teamsters	40	21.83	873.20	Y	Y
Fairman	Timothy	DPW	Teamsters	40	21.83	873.20	Y	Y
Galestock	William	Planning	Supervisors	35	42.32	1481.34	Y	Y
Johns	Deborah	Clerk	AFSCME	35	20.80	728.01	Y	Y
Kammer	Claudia	Clerk	Non-Union	35	45.13	1579.64	Y	Y
Kammer	Claudia	Manager	Non-Union	35	1.57	54.88	Y	Y
Kirk	Dolores	Rec.	AFSCME	35	23.07	807.45	Y	Y
LaSerre	David	DPW	Teamsters	40	21.83	873.20	Y	Y
Lepor	David	DPW	Teamsters	40	32.21	1288.46	Y	Y
Magnavita	Allen	DPW	Teamsters	40	21.83	873.20	Y	Y
McCarter	John	DPW	Teamsters	40	19.91	796.28	Y	Y
McCloskey	Arthur	DPW	Teamsters	40	23.06	922.40	Y	Y
McFeeters	David	DPW	Teamsters	40	21.83	873.20	Y	Y
Milbrandt	Laura	Courts	Supervisors	35	24.01	840.27	Y	Y
Montgomery	Donald R.	DPW	Teamsters	40	21.83	873.20	Y	Y
Moore	Rose	Planning	AFSCME	35	22.43	785.03	Y	Y
Palek	Keith	DPW	Teamsters	35	21.83	764.05	Y	Y
Parker	Stephen	DPW	Teamsters	40	21.83	873.20	Y	Y
Playford	Gary	BOCA	Supervisors	35	36.81	1288.49	Y	Y
Plenn	Mitchell	Rec.	AFSCME	35	26.04	911.40	Y	Y
Schubert	Lisa	Planning	AFSCME	35	23.03	806.14	Y	Y
Small	Raymond	DPW	Teamsters	40	21.83	873.20	Y	Y
Thomas	Linda	DPW	AFSCME	35	22.08	772.67	Y	Y
Thompson Jr.	Robert	DPW	Teamsters	40	25.82	1032.80	Y	Y
						0.00		
						0.00		
					<b>Total</b>	<b>20098.50</b>		



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
	11-03417	12/08/11	LIGHTING	Open	165.62	0.00		
01172 RANDY DULEY	11-03538	12/21/11	SHOE ALLOWANCE FOR 2011/DPW	Open	84.98	0.00		
01196 H A DEHART & SON*	11-03169	11/09/11		Open	697.19	0.00		
	11-03292	11/28/11	PARTS FOR SWEEPER/DPW	Open	539.54	0.00		
					----- 1,236.73			
01245 G & K SERVICES CO*	11-03521	12/20/11	UNIFORM RENTALS/DPW	Open	854.89	0.00		
01330 THOMAS EAGAN	11-03537	12/21/11	SHOE ALLOWANCE FOR 2011/DPW	Open	150.01	0.00		
01502 PAMELA FELDER	11-03504	12/19/11	MEDICAL	Open	16.07	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*	11-03560	12/27/11	ELECTRIC TO BACKBOARDS IN GYM	Open	1,600.00	0.00		
01661 GENERAL SALES ADMINISTRATION*	11-03385	12/06/11	NEW VEHICLE OUTFITTING	Open	76.78	0.00		
01685 W W GRAINGER, INC.*	11-02699	09/30/11	TRAFFIC SIGNS	Open	184.00	0.00		
01859 HESS CORPORATION	11-03569	12/27/11	ELECTRICITY 11/20/11-12/20/11	Open	6,929.33	0.00		
02006 MEDIA PASSPORT*	11-03153	11/09/11	ANNUAL COMPUTER MAINT.	Open	4,560.00	0.00		
02021 JERSEY CAPE DOOR*	11-03263	11/18/11	DOOR REPAIR	Open	625.50	0.00		
02027 JESCO INC*	11-02876	10/19/11	(1) 2012 4 WHEEL LOADER	Open	120,977.00	0.00		
	11-02877	10/19/11	(1) 2012 BACKHOE LOADER/4WHEEL	Open	83,677.00	0.00		
					----- 204,654.00			
02136 TED KINGSTON INC*	11-03530	12/21/11	DISPATCH MONITORS	Open	270.00	0.00		
02402 MGL PRINTING SOLUTIONS	11-03500	12/16/11	TAX SEARCH FORMS	Open	58.00	0.00		
02655 WILLIAM MCPHERSON	11-01381	05/16/11	2011 EQUIP. ALLOWANCE	Open	150.00	0.00		

12/28/11  
13:24:11

Lower Township  
Purchase Order Listing By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02763	DONALD R. MONTGOMERY	11-03515	12/20/11	SHOE ALLOWANCE FOR 2011/DPW	Open	275.00	0.00		
03021	NJ MOTOR VEHICLE COMMISSION	11-03408	12/07/11	MVC ONLINE ACCESS PROGRAM	Open	150.00	0.00		
03052	NATIONAL FIRE PROTECTION ASSN*	11-03370	12/05/11	NFPA Membership Dues	Open	165.00	0.00		
03104	NORTHEAST IND.&MARINE SUPPLY*	11-02568	09/14/11	PARTS FOR RDS/SANT/RECY/DPW	Open	174.47	0.00		
03160	OFFICE BASICS, INC*	11-03386	12/06/11	OFFICE SUPPLIES	Open	374.90	0.00		
03366	AMERI-GAS*	11-03525	12/21/11	PROPANE FOR BENNETT'S	Open	195.41	0.00		
03478	RED THE UNIFORM TAILOR, INC.*	11-03389	12/06/11	UNIFORMS	Open	214.00	0.00		
03518	RIGGINS, INC.*	11-03555	12/27/11	OFF-HIGHWAY DIESEL/DPW	Open	1,505.70	0.00		
03522	TSI INC	11-03219	11/16/11	CALIBRATION TESTING	Open	705.00	0.00		
03692	SOUTH JERSEY GAS CO*	11-03564	12/27/11	GAS- NOVEMBER	Open	3,999.55	0.00		
03704	RAYMOND SMALL	11-03540	12/21/11	SHOE ALLOWANCE FOR 2011	Open	114.98	0.00		
03723	STAPLES, INC.*	11-03446	12/13/11	OFFICE SUPPLIES	Open	160.93	0.00		
03920	RAYMOND GARRISON	11-03539	12/21/11	SHOE ALLOWANCE FOR 2011/DPW	Open	275.00	0.00		
03969	VERIZON	11-03565	12/27/11	PHONE BILL-DECEMBER	Open	2,174.81	0.00		
04030	WEST PUBLISHING PAYMENT *	11-03533	12/21/11	2011 SEARCH & SEIZURE	Open	110.00	0.00		
04037	DOUGLASS WHITTEN	11-01388	05/16/11	2011 EQUIP. ALLOWANCE	Open	150.00	0.00		
04059	THOMAS WILL	11-03534	12/21/11	MEDICAL CLAIMS	Open	77.01	0.00		
04075	BARBER CONSULTING SERVICES LLC	11-03566	12/27/11	COMPUTER VIRUS/REPAIRS/COUNCIL	Open	565.00	0.00		

12/28/11  
13:24:11

Lower Township  
Purchase Order Listing By Vendor Id

Page No: 4

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04089 WIZARD'S FESTIVAL OF FUN, INC*	11-02977	11/01/11	ENTERTAINMENT FOR FERRY MERRY	Open	4,235.00	0.00		
04097 CINTAS FIRST AID AND SAFETY*	11-03528	12/21/11	FIRST-AID KIT SUPPLIES/DPW	Open	203.07	0.00		
04104 PITNEY BOWES SUPPLIES OPERATIO	11-03403	12/07/11	POSTAGE MACHINE INK- 4 CART	Open	237.96	0.00		
04123 TAMMY DECKER	11-03563	12/27/11	PILATES CLASSES	Open	60.00	0.00		
04276 WPCS INTERNATIONAL- LAKEWOOD*	11-02885	10/20/11	RADIOS	Open	1,612.60	0.00		
04300 W B MASON CO INC*	11-03460	12/14/11	OFFICE SUPPLIES- FINANCE	Open	68.10	0.00		
04445 TRICOMM SERVICES CORP*	11-03344	12/02/11	EMERGENCY POLICE SUB STATION	Open	351.80	0.00		
5002 KJI ELECTRONICS, INC.	11-03439	12/12/11	SUPPLIES	Open	1,228.00	0.00		
5006 AMY SOUDER	11-03496	12/16/11	BASKETBALL REFUND	Open	15.00	0.00		
CAMPBELL JOHN CAMPBELL	11-03498	12/16/11	REFUND FOR FOOTBALL	Open	20.00	0.00		
JLONG JENNIFER LONG	11-03535	12/21/11	REFUND PERMIT 201111Y2	Open	64.00	0.00		
PIETRAS JANEEN PIETRASZKIEWICZ	11-03526	12/21/11	SOCCER COACHING REFUND	Open	20.00	0.00		
ROSSI JOE ROSSI	11-03241	11/16/11	SOCCER REF FOR MIDGET DIVISION	Open	225.00	0.00		
SIXSM LLOYD SIXSMITH*	11-03422	12/09/11	SHIRTS/JACKETS	Open	685.05	0.00		
Total Purchase Orders: 66				Total P.O. Line Items: 150	Total List Amount: 271,874.81	Total Void Amount: 0.00		

**RESOLUTION # 2012-26**  
**Lower Township**  
**Bill List**  
**2011**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
Wawa Inc	11-03573	Safety Incentive Cards	46607	12/28/11	\$ 710.00
Lower Brd of Ed	11-03552	2011 Levy Balance	46606	12/22/11	\$ 71,859.50
Total Manual Checks					\$ 72,569.50
Total brought forward from computer generated bill list					\$ 271,814.81
<b>TOTAL BILL LIST</b>					<b><u>\$ 344,384.31</u></b>

I certify the foregoing to be a Resolution adopted by the Township Council on

  
 Claudia R. Kammer, RMC, Township Clerk

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

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

RESOLUTION #2012-27

TITLE: PAYMENT OF 2012 VOUCHERS

JANUARY 4, 2012 REORGANIZATION MEETING

Lower Bd of Ed	\$ 1,451,560.80
State Health Benefits	\$ 250,453.56
Blue Cross Blue Shield Med D	\$ 1,996.95
Horizon Dental	\$ 15,041.20
Barber Consulting Services	\$ 5,000.00
Lower Regional School	\$ 1,132,850.76
Colleen Crippen, Custodian Petty Cash	\$ 100.00
Brian Marker, Custodian Petty Cash	\$ 250.00
Lower MUA	\$ 1,160.00
Edmunds and Associates	\$ 18,861.00
Dearborn Life Insurance	\$ 480.60
Cape Assist	\$ 3,213.00

\$ 2,880,967.87

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on Jan. 4, 2012.

*Claudia R. Kammer*  
 Claudia R. Kammer, Township Clerk

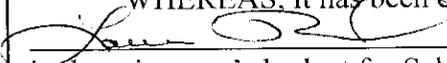
	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
DOUGLASS		X	X			
LARE			X			
BECK			X			

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
RESOLUTION # 2012 - 28**

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

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

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature  that adequate funding is available for such payment in the prior year's budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Thomas Beeby in the amount of **\$24,104.52** is authorized and chargeable to the 2011 Budget account 1-01-25-240-120.

**I hereby certify the foregoing to be a resolution adopted by the  
Township Council on Jan. 4, 2012.**

  
Claudia R. Kammer, RMC, Township Clerk

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

**Employee Maintenance - General Data**

Employee Id: **BEET01**      Middle Init: **W** Last Name: **BEEBY**      Notes Exist  
 First Name: **THOMAS**      Suffix:

	YTD As Of	Carryover	YTD Accrued	YTD Used	Available	Max Allowed	Payroll YTD Hours Used
Sick (Hours):	06/27/11	1,240.00	128.00	72.00	1,296.00	.00	.00
Vacation (Hours):	12/25/11	322.75	320.00	311.00	331.75	.00	.00
Admin (Hours):	11/18/11	8.00	48.00	54.00	2.00	.00	.00
Comp (Hours):	01/08/11	472.00	4.50	10.00	466.50	.00	1.50
Other (Hours):	/ /	.00	.00	.00	.00	.00	.00

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

RESOLUTION #2012-29

**TITLE: RESOLUTION APPROVING THE SPECIAL ADVISORY COMMITTEE FOR REVIEW OF ISSUES RELATED TO THE PUBLIC SAFETY BUILDING**

WHEREAS, Resolution #2011-315 authorized the creation of the Special Advisory Committee for Review of Issues Related to the Public Safety Building or PSB Committee, and

WHEREAS, Resolution #2011-315 stated the governing body would approve the members of the PSB Committee at the first meeting held in January 2012.

NOW, THEREFORE, BE IT RESOLVED the following constitutes the PSB Committee established and organized pursuant to Resolution #2011-315 adopted on December 5, 2011.

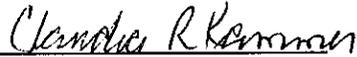
**Voting Members**

- Mayor
- Deputy Mayor
- Scott Stewart (Ward 1 appt.)
- Daniel Shousky, AIA, PP, NCARB (Ward 2 appt.)
- John Armbruster (Ward 3 appt.)
- John Louderback (Mayor's appt.)
- Erik K. Simonsen (Dep. Mayor's appt.)

**Non-Voting Members**

- Township Manager
- Chief of Police
- Construction Official
- Public Works Director

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on January 4, 2012.

  
Claudia R. Kammer, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
DOUGLASS						
LARE						
BECK						

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

RESOLUTION #2012- 30

**TITLE: A RESOLUTION OF THE TOWNSHIP OF LOWER APPROVING AN AGREEMENT WITH S. VITALE PYROTECHNIC INDUSTRIES, INC. TO PROVIDE FIREWORKS DISPLAY**

WHEREAS, a Request for Proposals for the Fireworks Display including Barge was advertised on October 12, 2011 and proposals were accepted on October 27, 2011 at 11:00 a.m.; and

WHEREAS, one proposal was submitted and reviewed by the Assistant Recreation Director and the QPA; and

WHEREAS, the bidder has complied with the specifications and supplied all required certifications and bid documents and the CFO has determined sufficient funds are available in the budget as follows:

Current Budget 2-01-30-420-299  
Trust Fund – Reserve for Fireworks

CFO Signature 

Whereas, the Township therefore desires to enter into an Agreement (the "Agreement") with S. Vitale Pyrotechnic Industries, Inc. for the Fireworks Display in accordance with the terms and conditions set forth on EXHIBIT A attached hereto.

Now, Therefore, Be It Resolved, the Township Council of the Township of Lower, County of Cape May, State of New Jersey, as follows:

1. The proposal shall be awarded to S. Vitale Pyrotechnic Industries, Inc. in the amount of \$40,000.00.
2. The Township hereby approves the Agreement with S. Vitale Pyrotechnic Industries, Inc. for the services and upon the terms and conditions set forth on EXHIBIT A attached hereto.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 4, 2012.

\_\_\_\_\_  
Claudia R. Kammer, Twp. Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
DOUGLASS						
LARE						
BECK						

A Proposal for

**Township of Lower  
Villas, New Jersey**

Event Date

**July 3, 2012**

Prepared for

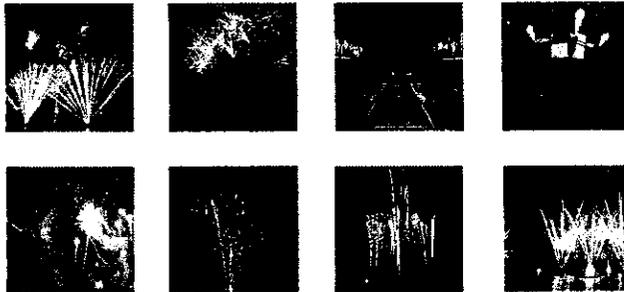
**Margaret Vitelli**

To Provide

**\$40,000 Electrical Aerial Display Presentation**

## **This Presentation Includes**

- Our trained technicians to produce the display.
- All necessary insurance to include: 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All Materials and equipment to fire the display.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products



## **Your Opening Presentation**

Your Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

50	3-inch Assorted Color Changing Star Shells and Titanium Salutes
6	4-inch Color Peony Shells
5	5-inch Multi Color Peony Shells
4	6-inch Large Spreading Chrysanthemum Shells
1	8-inch Large Multi Color Chrysanthemum Shells

96 Shells Total

## **Body**

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

### **3-inch shells**

---

10	Multi Color Star Shells
10	Fancy and Color Changing Shells
10	Special Effect Shells
10	Variegated Crackling Shells
10	Pattern Shells
50	Shells Total

#### **4-inch Shells**

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50	Multi Color Star Shells
50	Fancy and Color Changing Shells
25	Special Effect Shells
50	Variegated Crackling Shells
25	Pattern Shells
200	Shells Total

#### **5-inch Shells**

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25	Multi Color Star Shells
25	Fancy and Color Changing Shells
25	Special Effect Shells
25	Pattern Shells
100	Shells Total

#### **6-inch Shells**

---

15	Multi Color Star Shells
10	Fancy and Color Changing Shells
10	Special Effect Shells
10	Pattern Shells
45	Shells Total

## 8-inch Shells

---

5	Multi Color Star Shells
5	Fancy and Color Changing Shells
5	Special Effect Shells
3	Pattern Shells
18	Shells Total

## Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

380	3-inch Assorted Color Star Shells with Titanium Salutes
40	4-inch Color Changing Chrysanthemum Shells
20	5-inch Two Color Peony Shells
18	6-inch Large Spreading Chrysanthemum Shells
2	8-inch Large Multi Color Chrysanthemum Shell
460	Shells Total



The Vitale family has been thrilling audiences for four generations. We produce more than 2,000 shows a year for customers who expect ingenuity and drama. The pride we feel for our work shows in the events we produce and in every customer interaction.

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

RESOLUTION NO. 2012-32

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

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

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

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

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

1. Pursuant to N.J.S.A. 40:5-2, The Township will take all formal steps necessary to voluntarily contribute the sum of SEVENTY THOUSAND (\$70,000.00) DOLLARS per annum to the Rescue Squad retroactive to the beginning of the year 2012, which payment shall be in two (2) installments: one in the amount of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS due on or before June 3, 2012 and the second in the amount of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS due on or before November 4, 2012. In the event the Township designates and recognizes the Rescue Squad as the provider of Emergency Services in the Township beyond one (1) year from the effective date of this Resolution, the payments will continue on or about the same days of the following year(s).
2. In addition to the financial contributions referenced in paragraph 1 above, the Township shall further provide gasoline and supplies for equipping the Rescue Squad's ambulance vehicles and facility in an amount not to exceed an additional THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS for each calendar year thereafter, subject to approval by Council at the beginning of each such year. Such amount will be paid from time to time over the course of the fiscal year based upon the submission of vouchers for either reimbursement to the Rescue Squad or payments directly to third party vendors, in accordance with the purchasing guidelines of the Township and subject to all other applicable laws.
3. Each year the Rescue Squad shall provide the Chief Financial Officer of the Township an audit performed by a certified public accountant or registered municipal accountant of the Rescue Squad's financial records which audit shall certify to the Governing Body of the Township that such records are being maintained in accordance with sound accounting principles, as also required by N.J.S.A. 40:5-2.
4. The Rescue Squad shall operate as an entity separate and apart from the Township. Except for the voluntary contribution referred to in Paragraph 1 above and the other in-kind contributions as set forth below, the Rescue Squad shall be responsible for all other financial and administrative matters regarding its operations including, without limitation, fund-raising, billing, training, bookkeeping, and management, which such matters shall not be the responsibility of the Township. Furthermore, the Rescue Squad shall maintain title to and ownership of all vehicles, as well as title to any other property and/or facilities it currently owns, or should hereafter acquire.

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

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

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

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

I hereby certify the foregoing resolution was adopted by the Township Council at a meeting held on January 3, 2012.

  
 Claudia R. Kammer, Township Clerk

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

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

**RESOLUTION # 2012-33**

**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.
- X   (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. (O'Callaghan vs. Lower Township Police Department, Government Records Council)

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. (M. Voll Re: MOU)

\_\_\_\_\_ (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 January 4, 2012, that an Executive Session closed to the public shall be held on this date at approximately 8:39 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 January 4, 2012.

  
\_\_\_\_\_  
Claudia R. Kammer, Township Clerk

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