

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

September 19, 2016 - 7:00 P.M.

Meeting called to order.

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

Work Session

Presentation –Monarch Butterfly Habitat – Kevin Maloney

Consent Agenda

Approval of Minutes September 7, 2016
Res. #2016-261 Payment of Vouchers \$760,411.88
Res. #2016-262 Authorization for Refund of Taxes (2 properties \$1,406.89)
Res. #2016-263 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (USDA Housing \$26,021.15)
Res. #2016-264 A Resolution Authorizing Participation in the City of Ocean City's Cooperative Contracts (various contractual items)
Res. #2016-265 Authorizing Payout of Terminal Leave (B.Donahue \$41,316.28)
Res. #2016-266 A Resolution Authorizing Procurement Card (P-Card) Services with FIA Card Services, N.A. Bank of America Company – State Contract #T1654 (authorizing contract with Bank of America)
Res. #2016-267 Approval of Change Order #2 for Additional Engineering Services for the Reconstruction of Clubhouse Drive (Mott MacDonald \$6,000 additional engineering services)
Res. #2016-268 Approval of Change Order #2 for Additional Engineering Services for the Lower Township Bike Path Project (Mott MacDonald \$6,000 additional engineering services)
Res. #2016-269 A Resolution Authorizing the Correction of a Typographical Error Contained in the Lower Township Supervisors 2016-2019 Union Contract
Res. #2016-270 A Resolution Authorizing Increases for Non Union Employees (J. Picard, L.Read & K.Fournier)
Res. #2016-271 A Resolution Amending Resolution #2016-224; Authorizing and Approving a Shared Service Agreement Between the County of Cape May and the Township of Lower for Public Safety Answering, Dispatch and Related Services (changing the effective date to November 1, 2016 and amending the first payment due date to February 15, 2017)

Regular Agenda

Res. #2016-272 Approval of an Alcoholic Beverage Control License Person to Person Transfer License #0505-33-016-005; from DelBay, LLC to Mayppoint Hospitality, LLC t/a Harpoons on the Bay

Administrative Reports

Monthly Reports - Clerk, Construction, Dog, Fire, Police, Tax Collector, Vital Statistics

Council Comments

Call to the Public

Closed Session

Res. #2016-273 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. **Wildwood Crest/Lower Twp Fire Department Negotiations / Possible Personnel Issue / Contract Negotiation Updates / Possible Litigation**

Adjournment

COUNCIL MEETING MINUTES – SEPTEMBER 7, 2016

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on Wednesday, September 7, 2016 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad
Councilmember David Perry
Councilmember Erik Simonsen
Deputy Mayor Clark
Mayor Michael Beck

Also present: James Ridgway, Township Manager, Robert Belasco, Township Solicitor and Karen Fournier, Deputy Township Clerk

Consent Agenda

Approval of NJ State Firemen's Association Membership Application – B. McCloskey, Villas Vol Fire Co

Approval of Minutes August 15, 2016

Res. #2016-240 Payment of Vouchers \$777,592.63

Res. #2016-241 Appointment of Donna Blackley as the Lower Township Fire Coordinator (requested by OEM Coordinator R. Harron – to reflect updated OEM Policies)

Res. #2016-242 A Resolution to Affirm the Township of Lower's Civil Rights Policy with Respect to all Officials, Appointees, Employees, Perspective Employees, Volunteers, Independent Contractors and Members of the Public That Come Into Contact with Municipal Employees, Officials and Volunteers (required by JIF annually)

Res. #2016-243 Approval of a Shared Service Agreement Between the City of Wildwood and the Township of Lower Regarding Law Enforcement Event Support (Roar to the Shore Sept 8 thru 11)

Res. #2016-244 Amending Resolution #2016-175; Annual Renewal of Liquor Licenses for the Year 2016-2017; by Rescinding Approval of 0505-33-004-5 and Approving Renewal of Liquor License for Spicer Creek North 0505-33-004-5 Under a Special Ruling (inactive license)

Res. #2016-245 Resolution Approving an Inter Local Services Agreement Between the Township of Lower and Lower Cape May Regional School District (School Resource Officer \$253,188.78 – 3 years)

Res. #2016-246 Authorization for Refund of Taxes (3 properties \$2,497.16)

Res. #2016-247 Authorizing the Relocating of a Bus Stop on Bayshore Road, Lower Township (at Woodland Ave from Back Bay to Bistro to the Car Wash)

Res. #2016-249 Submission of a Small Cities Housing Rehabilitation Application \$200,000

Res. #2016-250 Approval for CARA Candlelight Vigil at Lower Township Municipal Complex (Oct. 19th – 6:00pm)

Res. #2016-251 Approval of Greater Cape May Elks Lodge #2839 Request to conduct a Flea Market

Res. #2016-252 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction (2009 Dodge Charger)

Res. #2016-253 Bid acceptance and Award of two (2) 2016 or Newer Rear Loading Refuse Trucks (Hunter Jersey Peterbilt \$377,800)

Res. #2016-254 Amending Resolution #2016-143; Approving a Professional Service Contract with Mott MacDonald for General Engineering Services (\$5,000)

Res. #2016-255 Appointment to the Historic Preservation Commission (moving M.Rosenberg from all member to the vacated regular member position)

Res. #2016-256 A Resolution Approving the Mutual Release and Quitclaim Deed Regarding 721 Foster Avenue, Lower Township, Block 747.03 Lot 9.02

Res. #2016-257 Resolution Authorizing the Township of Lower to Enter into a Donation Agreement for Unimproved Real Property with the State of New Jersey Department of Environmental Protection (Land Exchange)

Deputy Mayor Clark requested Resolution #2016-248 be moved to the Regular Agenda.

John Skowronski, 607 Arctic Avenue, inquired about Resolution #2016-254. Manager Ridgway expanded on the three projects requiring additional work from Mott MacDonald: the bike path, beach access improvements, and fields at Freeman Douglass Park.

On the Consent Agenda:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
SIMONSEN		X	X			
CLARK	X		X			
BECK			X			

Regular Agenda

Res. #2016-248

Resolution Authorizing Increases for Non-Union Employees (as per Supervisors Union Contract)

Deputy Mayor Clark explained his request to move Resolution #2016-248 due to the language under Article 6 in the Supervisors Union Contract. Solicitor Belasco asked to review the contract. Mayor Beck argued that the wording contradicts Council's intent. Manager Ridgway agreed and suggested tabling the resolution until a legal opinion is met.

Motion to Table:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY		X	X			
SIMONSEN	X		X			
CLARK			X			
BECK			X			

Res. #2016-258

Authorizing the Payment of Vouchers – L/T Rescue – Expense payment \$10,000

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD					X	
PERRY			X			
SIMONSEN		X	X			
CLARK	X		X			
BECK			X			

Administrative Reports

Monthly Report - Finance

Council Comments

Councilman Conrad thanked everyone for their well wishes and reminded that school is back in session; be careful of bus stops. He announced the MUA is sponsoring a meeting with the NJ Housing and Mortgage Finance Agency on October 4th at Township Hall, and a flagpole dedication ceremony will take place at Tabernacle Church for their 213 year anniversary.

Councilman Perry apologized for not receiving Township emails but assured that the problem has been resolved. He gave an update on the beach access plan and reminded that work must cease during nesting season, April 30th through June 30th. He also updated on the Roseann Avenue Project and the Bayshore Road Study; hoping to have more information at the next meeting.

Councilman Simonsen – no comments

Deputy Mayor Clark recapped the presentation from the Lower Township Elementary School regarding the early childhood education program and the Fishing Creek School.

Mayor Beck reminded to use caution with school back in session. He announced the 9/11 ceremony at Sunset Beach and a flood insurance meeting on September 24th at Township Hall.

Call to the Public

John Skowronski, 607 Arctic Avenue, inquired about the progress of Bayshore and Townbank Roads. Councilman Perry restated information about his contact with the County regarding Bayshore Road.

Closed Session

Res. #2016-259

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. PBA
CONTRACT UPDATE

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
SIMONSEN			X			
CLARK		X	X			
BECK			X			

COUNCIL MAY RETURN TO OPEN SESSION TO TAKE ACTION

Council adjourned to Closed Session at 7:24 p.m.

Council returned to Open Session at 7:32 p.m.

Res. #2016-260

A Resolution to Ratify a Four (4) Year Contract Agreement Between Lower Township and the Lower Township PBA Local 59

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY			X			
SIMONSEN	X		X			
CLARK			X			
BECK			X			

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Simonsen. Motion to adjourn unanimous. Meeting adjourned at 7:33 p.m.

Mayor

Township Clerk

Approved:

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01200 DELTA DENTAL PLAN OF NJ	16-02380	09/07/16	AUGUST 2016 DENTAL	Open	20,523.45	0.00		
01389 EDDIE'S AUTO BODY*	16-02254	08/19/16	FRONT END ALIGNMENT/DPW	Open	89.95	0.00		
01530 FIRE DISTRICT #1	16-00778	03/15/16	2016 FIRE DISTRICT TAXES	Open	140,559.50	0.00		
01540 FIRE DISTRICT #2	16-00274	01/26/16	2016 FIRE TAXES	Open	280,227.00	0.00		
01550 FIRE DISTRICT #3	16-00779	03/15/16	2016 FD #3 TAXES	Open	188,824.00	0.00		
01734 CHURCH'S SEASHORE NURSERY INC*	16-02209	08/12/16	IRRIGATION MAINTENANCE	Open	400.00	0.00		
01806 ANTHONY J HARVATT, II, ESQ	16-00783	03/15/16	ZBA SOLICITOR SALARY	Open	625.00	0.00		
	16-02357	09/06/16	RESOLUTIONS	Open	600.00	0.00		
					1,225.00			
01873 HOME DEPOT*	16-02039	07/25/16	SUPPLIES/DPW	Open	57.55	0.00		
02041 JOHNSON & TOWERS, INC*	16-02131	08/04/16	COUNTY TRUCK SUPPLIES	Open	409.24	0.00		
02100 CLAUDIA KAMMER	16-02402	09/09/16	CONTRACTUAL REIMBURSEMENT- M	Open	925.00	0.00		
02136 TED KINGSTON INC*	16-00694	03/11/16	JUNE 2016 MAINT. DPS	Open	549.00	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	16-02242	08/19/16	PARTS FOR POLICE VECHICE	Open	1,395.66	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	16-02412	09/12/16	LUNCHEON MEETING SEPT 8,2016	Open	60.00	0.00		
02538 MARSH & MCLENNAN AGENCY, LLC*	16-01310	05/12/16	RES#16-115 BROKER SERVICES	Open	2,222.22	0.00		B
02658 MCELWEE & QUINN, LLC*	16-01897	07/08/16	2016 BOND SALE \$4.52M	Open	1,200.00	0.00		
03021 NJ MOTOR VEHICLE COMMISSION	16-02389	09/09/16	VEHICLE TITLES AND REGISTRATIO	Open	180.00	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*	16-02118	08/04/16	ACCREDITATION/RE-ACCREDITATION	Open	1,666.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03109 TRU GREEN CHEMLAWN	16-00720	03/14/16	RES# 16-70 FERTILIZER/SLICE SE	Open	75.00	0.00		B
03172 OFFICE BUSINESS SYSTEMS INC*	16-02251	08/19/16	MT CONTRACT 9/16-9/17	Open	876.00	0.00		
03293 BLAINE PAYNTER	16-02375	09/07/16	CONTRACTUAL REIMBURSEMENT-MV	Open	190.00	0.00		
03466 R & R SPECIALTIES	16-02372	09/07/16	MEMORIAL PLAQUE-WALKER	Open	120.00	0.00		
03491 RENTAL COUNTRY*	16-01865	07/05/16	SAW BLADES	Open	708.45	0.00		
03518 RIGGINS, INC.*	16-02388	09/09/16	OFF HIGHWAY GAS	Open	359.58	0.00		
03608 SEAWAVE CORPORATION*	16-02337	08/30/16	LEGAL ADV	Open	157.42	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	16-01746	06/16/16	TIRES/RDS/SANT/RECY/DPW/AUG	Open	5,944.22	0.00		
03619 THOMAS SOLENSKI	16-02403	09/09/16	CONTRACTUAL REIMBURSEMENT- V	Open	183.00	0.00		
03844 GIACOMO TROMBETTA	16-02422	09/13/16	CONTRACTUAL REIMBURSEMENT-M	Open	113.00	0.00		
03904 LOWE'S HOME CENTER INC*	16-01888	07/08/16	SUPPLIES/DPW/AUG	Open	156.64	0.00		
03969 VERIZON	16-02431	09/13/16	PHONE SERVICE	Open	216.46	0.00		
03971 VERIZON WIRELESS MDT POLICE	16-02390	09/09/16	MDT WIRELESS	Open	691.21	0.00		
03985 VILLAS NAPA AUTO PARTS	16-01518	06/06/16	RDS/SANT/RECY/AUG	Open	3,370.15	0.00		
04032 WESTERN TERMITE & PEST CONTROL*	16-01456	05/27/16	CARPENTER BEES AT TOWNHALL	Open	400.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	16-02359	09/06/16	DOG LICENSE FEES AUGUST 2016	Open	162.00	0.00		
04280 G.F.O.A. OF NJ	16-00863	03/28/16	GFOA FALL CONFERENCE	Open	325.00	0.00		
04445 TRICOMM SERVICES CORP*	15-03061	12/09/15	IP500 PHONE SYSTEM RES 15-349	Open	6,120.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04445 TRICOMM SERVICES CORP* Continued	16-02202	08/11/16	REPAIR PD RECORDING SYS	Open	570.00	0.00		
					<u>6,690.00</u>			
4104 DOUGLASS LANDSCAPING LLC*	16-00721	03/14/16	RES# 16-71 LANDSCAPING SERVICE	Open	4,748.50	0.00		B
6061 AMERIHEALTH ADMINISTRATORS	16-02423	09/13/16	9/12/2016 HEALTH INS	Open	158.40	0.00		
6071 UNITED UNIFORMS LIMITED LIAB*	16-02338	08/30/16	WOMENS 5.11 SS SHIRTS-FIRE SAF	Open	113.98	0.00		
7119 ENGINEERING DESIGN ASSOC*	16-02356	09/06/16	PROFESSIONAL ENGINEERING	Open	75.00	0.00		
7295 USPS HASLER #8007584	16-02428	09/13/16	POSTAGE	Open	10,000.00	0.00		
7466 MARCUS H. KARAVAN, P.C. *	15-02415	09/28/15	RITE AID TAX COURT APPEAL	Open	50.00	0.00		B
	15-02416	09/28/15	CVS TAX COURT APPEAL	Open	25.00	0.00		B
					<u>75.00</u>			
7478 WINDSTREAM COMMUNICATION INC*	16-02404	09/09/16	PHONE SERVICE- MILLMAN/PW/TOWN	Open	3,139.29	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	16-00060	01/07/16	2016-01 LITIGATION DNE 97k	Open	8,785.31	0.00		
7508 BLANEY & KARAVAN PC*	16-00061	01/07/16	2016-32 LABOR ATTORNEY \$25 DNE	Open	1,875.00	0.00		B
	16-01316	05/12/16	RES#16-127 TAX APPEAL ATTORNEY	Open	287.50	0.00		B
					<u>2,162.50</u>			
7532 HEATHER MCNULTY*	16-02376	09/07/16	HIFITNESS ACADEMY AUGUST 2016	Open	390.00	0.00		
7555 LORCO PETROLEUM SERVICES*	16-02253	08/19/16	USED OIL/DPW	Open	115.50	0.00		
7629 JEFFREY VAN MOURICK	16-02420	09/13/16	RETURN OF UNUSED ESCROW	Open	770.00	0.00		
7630 DMITRY BUKIN	16-02167	08/09/16	REFUND OVERPYMT FIRE	Open	40.00	0.00		
7633 COUNTY CONSERVATION*	16-02233	08/17/16	REMOVAL OF STORM RELATED DEBRI	Open	8,928.00	0.00		B
7635 BLAKESLEE TOWING & RECOVERY IN*	16-02295	08/25/16	TOWING-PD CAR TO PUBLIC WORKS	Open	110.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7636 MOTT MACDONALD LLC*								
	16-02307	08/29/16	SIMPLE SUBDIVISION DIAMOND BCH	Open	528.75	0.00		B
	16-02308	08/29/16	RES#16-117 BIKE PATH ADDITIONS	Open	2,689.08	0.00		B
	16-02309	08/29/16	RES#16-171 BID SER NATURAL GAS	Open	5,626.00	0.00		
	16-02310	08/29/16	RES#2016-172 ROSEANNE AVE	Open	8,880.00	0.00		
					<u>17,723.83</u>			
7639 PAUL & MEGHAN BOCHNAK								
	16-02400	09/09/16	RES#2016-262 REFUND 3RD QR TAX	Open	1,009.33	0.00		
7640 WALTER MILLER								
	16-02401	09/09/16	RES#2016-262 REFUND 2016 TAX	Open	397.56	0.00		
BOSNA KAREN MANETTE BOSNA								
	16-02373	09/07/16	YOGA PAYMENT AUGUST 2016	Open	280.00	0.00		
	16-02374	09/07/16	AQUA YOGA PAYMENT AUGUST 2016	Open	425.00	0.00		
					<u>705.00</u>			
NJAFM NJ ASSOC FOR FLOODPLAIN MANAGE								
	16-02218	08/16/16	ANNUAL NJAFM CONFERENCE	Open	220.00	0.00		
SIXSM LLOYD SIXSMITH*								
	16-01568	06/08/16	RECREATION JACKETS & SHIRTS	Open	1,622.35	0.00		
Total Purchase Orders: 83					Total P.O. Line Items: 0	Total List Amount: 760,411.88	Total Void Amount: 0.00	

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-262

TITLE: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below:
and

WHEREAS, a refund is due.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
216	21	Walter Miller	Disabled Veteran	397.56
494.51	4	Paul & Meghan Bochnak	Paid Twice	1,009.33

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-263

TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount,

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$26,021.15 for an item of revenue in the budget of the year 2016 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - USDA Housing
Total with increase to be \$26,021.15

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$26,021.15 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - USDA Housing
State/Federal Share \$ 26,021.15
Non State Share
Total with increase to be \$ 26,021.15

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk



United States Department of Agriculture

July 20, 2016

Colleen Crippen
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Dear Ms. Crippen:

Our Agency has reviewed your preapplication submission for Federal Financial Assistance under the provisions of the Notice of Solicitation of Application (NOSA) for the Section 533 Housing Preservation Grants for Fiscal Year 2016.

Enclosed, please find AD 622, Notice of Preapplication Review Action. Due to New Jersey's allocation for this program was limited, your request for funding has been approved in the amount of \$26,021.15.

If you wish to proceed, please submit a formal application.

Sincerely,



MICHAEL MATHEWS
ACTING HOUSING PROGRAMS DIRECTOR

Enclosure

Rural Development • New Jersey State Office
8000 Midlantic Drive • Suite 500N • Mt. Laurel, NJ 08054
Voice (856) 787-7700 • Fax (856) 305-7343
www.rd.usda.gov

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10.433

U.S. DEPARTMENT OF AGRICULTURE
**NOTICE OF PREAPPLICATION REVIEW
 ACTION**

From: USDA, Rural Development
 (Department, bureau, or establishment)

Agency Number
35

To: Colleen Crippen
 Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251

Reference Your Pre-application
 Number: 1
 Dated: March 10, 2016

1. We have reviewed your preapplication for Federal assistance under Housing Preservation Grant and have determined that your proposal is:

- eligible for funding by this agency and can compete with similar applications from other grantees.
- eligible but does not have the priority necessary for further consideration at this time.
- not eligible for funding by this agency.

2. Therefore, we suggest that You:

- file a formal application with us by (date) _____
- file an application with _____ (Suggested Federal agency).
- find other means of funding this project.

3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year)

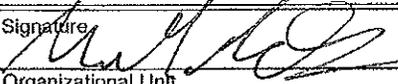
4. You requested \$ 50,000 Federal funding in your preapplication form, and we:

- are agreeable to consideration of approximately this amount in the formal application.
- will need to analyze the amount requested in more detail.

5. A preapplication conference will be _____ necessary _____ not necessary. We are recommending that it be held at _____, on _____, at _____ a.m./p.m. Please contact the undersigned for confirmation.

6. Enclosures: Forms Instructions Other (Specify) _____

7. Other Remarks:
 **New Jersey's allocation for this program was limited. Your request for funding has been approved, however, in th amount of \$26,021.15. We suggest you file a formal application.

Signature 	Title Michael Mathews, Acting Housing Programs Director	Date July 20, 2016
Organizational Unit Administrative Office		Telephone Number 856-787-7730

Address
 8000 Midlantic Drive, 500N
 Mt. Laurel, NJ 08054

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

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

RESOLUTION # 2016-264

Title: A RESOLUTION AUTHORIZING PARTICIPATION IN THE CITY OF OCEAN CITY'S COOPERATIVE CONTRACTS

WHEREAS, the Township desires to participate in the City of Ocean City's Cooperative Pricing Agreement #251 COCCPS with City of Ocean City to participate in any cost saving benefits to the Township; and

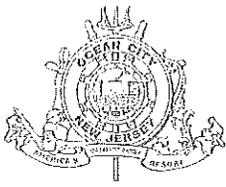
WHEREAS, the expiration date of the Cooperative Pricing System expires October 15, 2019 as per the attached Cooperative Pricing System Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Qualified Purchasing Agent is hereby authorized to include the Township of Lower in the City of Ocean City's Cooperative Agreement.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk



CITY OF OCEAN CITY COOPERATIVE PRICING SYSTEM AGREEMENT

This agreement, made as of this 19th day of September, 2016 by and between the City of Ocean City, "Lead Agency", a municipal corporation of the State of New Jersey with principal offices located at the 861 Asbury Avenue, City Hall-Room 203, Ocean City, NJ 08226 and Township of Lower, "Participating Contracting Unit"

WITNESSETH:

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the City of Ocean City is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes; and

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include Fireworks Displays/Shows, Transportation or Bus Services, Nails & Bolts, Sand Fence & Posts, Split Rail Fence & Posts, Lumber & Piling and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The City of Ocean City, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter in January of each succeeding year publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) City of Ocean City, Joseph S. Clark, QPA, Purchasing Manager
 - (B) City Hall, Room 203 Purchasing, 861 Asbury Avenue, Ocean City, NJ 08226
 - (C) Participating contracting units, City of Sea Isle City, Township of Barnegat, Township of Ocean (Waretown), Borough of Avalon, City of Cape May Point; Township of Lower.
 - (D) The State Identification Code assigned to the Cooperative Pricing System-#251 COCCPS
 - (E) The expiration date of the Cooperative Pricing System-OCTOBER 15, 2019

4. Each of the participating contracting units shall designate, in writing, to the City of Ocean City, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

15. This Agreement shall become effective on September 19, 2016 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
19. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
20. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

CITY OF OCEAN CITY-LEAD AGENCY

PARTICIPATING AGENCY

Joseph S. Clark, QPA,
City Purchasing Manager

Township of Lower
Mayor Michael Beck

Dated

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

RESOLUTION # 2016-265

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has retired from the Township and is entitled to payment for accumulated vacation, sick and compensatory and personal time; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a revised payment due to Brian Donahue in the amount of \$ 41,316.28 is authorized and chargeable to the Reserve for Accumulated Absences.

BE IT FURTHER RESOLVED that the funds shall be disbursed in one payment of \$20,658.14 in 2016 and one payment of \$20,658.14 in 2017.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 2016

EMPLOYEE: Donahue, Brian
 DATE OF RETIREMENT: 9/1/2016
 DATE OF PAYMENT: _____
 RESOLUTION #: 2016

Annual Salary:		\$92,572.05
Longevity	6%	\$5,554.32
Hourly Rate:		\$44.93
College Credits		

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	32.00	44.93	1,437.75
Personal	32.31	44.93	1,451.57
Sick	336.65	44.93	15,125.74
Vacation	454.62	44.93	20,425.71
Holidays	64.00	44.93	2,875.50
College Credits		1.00	0.00
Terminal Leave Payout			\$41,316.28

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)
	Carryover	Annual Accrual	35 weeks / 52 weeks	Prorated Time Due	Time Used	Hours Available
Comp	32.00	0.00		0.00	0.00	32.00
Personal		48.00	0.67	32.31	0.00	32.31
Sick	250.50	128.00	0.67	86.15	0.00	336.65
Vacation	320.00	200.00	0.67	134.62	0.00	454.62
Holidays (8)				64.00		64.00
Total	602.50	376.00		317.08	0.00	919.58

1440 Max

Accrual and time used are current to 9/1/2016 subject to change if time is used or not currently reported.

Employee Signature: *Brian Donahue*
 Date: _____

Treasurer's Signature: _____
 Date: _____

*I request to be paid out
 in two payments, one now and second
 in 2017 January.
 Thank you.
*Brian Donahue**

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

RESOLUTION # 2016-266

TITLE: A RESOLUTION AUTHORIZING PROCUREMENT CARD (P-Card) SERVICES WITH FIA CARD SERVICES, N.A. BANK OF AMERICA COMPANY - STATE CONTRACT # T1654

WHEREAS, the Township of Lower pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Lower intends to enter into a contract with the attached State Contract Vendor through this resolution and properly executed contract, which shall be subject to all the conditions applicable to the current State contract; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the FIA Card Services are hereby awarded to Bank of America and the Township Treasurer is hereby directed and authorized to sign the attached contract.

Vendor: FIA Card Services, N.A., Bank of America Company ("Bank of America")
State Contract T1654
Expires August 7, 2017 (Amendment #3)

BE IT FURTHER RESOLVED, that the duration of the contract between the Township of Lower and the Referenced State Contract Vendor T1654 shall expire in August 7, 2017*

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. Box 230
TRENTON, NEW JERSEY 08625-0230
[HTTPS://WWW.NJSTART.GOV](https://www.njstart.gov)

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

**Amendment #3
T-1654**

**Contract# A84675
Solicitation #13-X-22888**

TO: All Using Agencies

DATE: July 26, 2016

FROM: Linda Spildener, Procurement Supervisor
Professional and Environmental Services

SUBJECT: Contract Extension
Purchasing Card for the State of NJ and ICC Agencies

CONTRACT PERIOD: August 8, 2013 to August 7, 2016
1st Extension: August 8, 2016 to August 7, 2017

Please be advised that Contract #A84675, Bank of America NA has been extended for an additional one (1) year period and will now expire on August 7, 2017.

All other terms, conditions, and pricing remain the same. Please file a copy of this Amendment with your Notice of Award for future reference.

**STATE OF NEW JERSEY CORPORATE CARD PROGRAM
LINKING AUTHORIZATION CONTRACT**

Resolution #2016-266

The State of New Jersey has authorized certain non-executive branch governmental entities ("Participants") to utilize the Purchase Card System ("Corporate Card Program") contract awarded as a result of Request for Proposal ("RFP") 13-X-22888 ("Contract") as the basis for a Participant to establish a Corporate Card program with Bank of America, N.A.

This Linking Authorization Contract ("Linking Authorization") is entered into by Township of Lower ("Entity") and Bank of America, N.A., ("Bank of America") as of 09/19/2016 (the "Effective Date"). By signing this Linking Authorization, the Participant requests and Bank of America agrees to provide to the Participant the Corporate card services as set forth in the Contract and the Bank of America Corporate Card Agreement ("Agreement") between the State of New Jersey and Bank of America dated as of August 16, 2013.

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Agreement.

The Participant acknowledges and agrees that it has received and reviewed a copy of the Agreement and agrees to adhere to the terms and conditions of the Agreement, as amended from time to time.

The Participant represents and warrants to Bank of America that:

1. it is a legal Participant;
2. its use of corporate card services with Bank of America, and its performance of its obligations under this Linking Authorization, the Agreement and the Contract will not violate any law, regulation, judgment, decree or order applicable to the Participant; and
3. it desires to utilize the Corporate Card Program of the State of New Jersey as the basis for establishing a Corporate Card program.

Bank of America represents and warrants that with respect to each Participant and the State:

1. that the combined total spend of all entities that enter into this agreement will be used to establish the rebate multiplier
2. that the rebate amount will be determined by the individual Participant spend multiplied by the groups rebate multiplier
3. that each Participant will be paid their rebate twice annually
4. rebate check shall be issued no later than sixty (60) days after rebate calculation

The Participant acknowledges and agrees that, notwithstanding anything to the contrary in the Contract and/or the Agreement, Bank of America may disclose to the State of New Jersey and to each other Participant that utilizes the Corporate Card Program of the State as the basis for establishing a Corporate Card program with Bank of America: (i) Participant's name and the fact that Participant has entered into this Linking Authorization; and (ii) aggregate information about Participant's Transactions and spend volume.

The Participant will promptly furnish such financial and other information as Bank of America reasonably requests for the purpose of reviewing the Participant's ability to perform the obligations to Bank of America on an annual basis.

The Participant acknowledges and agrees that Bank of America may terminate this Authorization or a Service effective immediately, and will send the Participant notice of the termination if any of the following occurs with respect to the Participant:

- it fails to pay as and when due or it breaches any of the terms and conditions in the Contract and/or the Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- it, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- it experiences a material adverse change in its financial condition or its ability to perform its obligations under the terms and conditions in the Contract and/or this Agreement;
- it fails to pay or perform any other obligation, liability or indebtedness to any other party;
- it fails to comply with any material law or regulation controlling its operation;

This Linking Authorization is solely for the purpose of determining a multiplier for rebates to the participating governmental entities and in no way creates a liability for the State or any Participant for the expenditures of other Participants.

This Linking Authorization, the Agreement, and the Contract constitute and represent the entire agreement between the Participant and Bank of America regarding the corporate card services Bank of America provides to the Participant anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the Participant and Bank of America relating to such corporate card services.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

Township of Lower
Participant

Signature: _____

Name: Lauren Read

Title: Chief Financial Officer

BANK OF AMERICA, N.A.

Signature: _____

Name: _____

Title: _____

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

RESOLUTION # 2016-267

Title: APPROVAL OF CHANGE ORDER #2 FOR ADDITIONAL ENGINEERING SERVICES FOR THE RECONSTRUCTION OF CLUBHOUSE DRIVE

WHEREAS, Mott MacDonald has been previously approved by Resolution #2014-43 in the amount of \$47,880.00 and Resolution #2015-74 in the amount of \$6,000.00 to provide Professional Services for the Reconstruction of Clubhouse Drive; and

WHEREAS, Mott MacDonald has provided a quote of \$6,000.00 for additional engineering services required for the Reconstruction of Clubhouse Drive Project; and

WHEREAS, the Township Council desires to approve the additional services and the CFO has certified the availability of funds in the budget as follows:

Budget Line Item

Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Change Order #2 for Mott MacDonald is hereby approved, increasing the total amount of the contract to \$59,880.00.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A. Picard, Township Clerk

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

RESOLUTION # 2016-268

Title: APPROVAL OF CHANGE ORDER #2 FOR ADDITIONAL ENGINEERING SERVICES FOR THE LOWER TOWNSHIP BIKE PATH PROJECT

WHEREAS, Mott MacDonald has been previously approved by Resolution #2015-189 in the amount of \$32,500.00 and Resolution #2016-117 in the amount of \$12,318.00 to provide Professional Services for the Proposed Lower/Middle Township Bike Path; and

WHEREAS, Mott MacDonald has provided a quote of \$6,000.00 for additional services needed to coordinate and satisfy the requirements with Atlantic City Electric (ACE) and Cape May county Engineering Office to continue with the relocation and state permitting for the Proposed Bike Path Project; and

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

Appropriation #

Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Change Order #2 for Mott MacDonald is hereby approved, increasing the total amount of the contract to \$50,818.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A. Picard, Township Clerk

Cc: Gary Douglass; Morey, Steven C; Lucas, Terrie A
Subject: Lower Township

Jim,

As discussed at our meeting yesterday we are at budget for the Bike Path Project (MM Project No. 352701) and due to additional and on-going coordination with Atlantic Electric, stormwater water drainage calculations that were not originally anticipated in our initial proposal, additional coordination with Cape May County Engineering office regarding the design of the stormwater pipe and scour pad (so the ditch can be filled in) we respectfully request an additional \$5,845 to complete the required plans and permitting for the bike path.

While the new PO (16-02308) issued for this project had \$5,378.16 left as of 8/29 we have already spent this money – we just have not invoiced the Township for it yet.

Mark R. Sray, PE, CME
Principal Project Manager

T +1 (609) 465 9377 F +1 (609) 465 5270
mark.sray@mottmac.com



Mott MacDonald
833 Route 9 North
PO Box 373
Cape May Court House NJ 08210
United States of America

[Website](#) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)

Attention: This e-mail and any files transmitted with it from Mott MacDonald are confidential and intended solely for use of the individual or entity to whom they are addressed. If you have received this e-mail in error please immediately notify the sender.

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

RESOLUTION #2016-269

Title: **A RESOLUTION AUTHORIZING THE CORRECTION OF A TYPOGRAPHICAL ERROR CONTAINED IN THE LOWER TOWNSHIP SUPERVISORS 2016-2019 UNION CONTRACT**

WHEREAS, Lower Township Council approved a Memorandum of Understanding setting forth the terms and conditions of the Lower Township Supervisors Contract on July 18, 2016 via Resolution #2016-217; and

WHEREAS, Council has brought to the Administrations attention that a typographical error was contained in Article XI, Wages, paragraph H of the aforementioned Memorandum of Understanding; and

WHEREAS, the Supervisors Union and Lower Township Administration have agreed to the intent of the sentence and to have the typographical error corrected; and

WHEREAS, the terms of the Memorandum of Understanding as corrected have been conformed to an integrated agreement correcting the aforementioned typographical error and attached hereto.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that authorization to correct the typographical error in the 2016-2019 Supervisors Union Contract is hereby granted.

BE IT FURTHER RESOLVED that the Lower Township Council hereby adopts the corrected contract attached hereto and the Mayor and Township Clerk are hereby authorized and directed to execute said contract.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

CLERK'S OFFICE

ORIGINAL
07-18-2016 p.

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
COUNTY OF CAPE MAY, STATE OF NEW JERSEY
AND
THE LOWER TOWNSHIP SUPERVISORS UNION
JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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PREAMBLE

This Agreement entered onto this 26 day of August 2016, by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and the Lower Township Supervisors, (hereinafter called the "Supervisors") represents the complete and final understanding on all bargainable issues between the Township and the Supervisors.

A handwritten signature or set of initials, possibly "CS", written in black ink in the bottom right corner of the page.

ARTICLE I - RECOGNITION

The Employer recognizes the Supervisors as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed in Article XI, which is part of this Agreement.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be the name 'Amy' followed by a long horizontal stroke.

ARTICLE II - CHECK OFF

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Supervisors of Lower Township. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, (N.J.S.A. (R.S.) 52:14-15.9e, as amended), and member shall be eligible to withdraw such authority during July of each year.
- B. A check off shall commence for each employee who signs a properly date authorization card supplied by the Supervisors and verified by the Treasurer of the Council during the month following the filing of such card with the Township.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of names of all employees for whom the deductions were made by the 15th day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Local Supervisors shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township an official notification heading Lower Township Supervisors advising of such changed deduction.
- E. The Supervisors will provide the necessary "check off" authorization for and the Supervisors will secure the signatures of its members on the forms and deliver the signed forms to the Township Treasurer.

Cal

ARTICLE III - SUPERVISORS

- A. The Township agrees to deduct the fair share from their earnings of those employees who elect not to become members of the Supervisors and transmit the fee to the majority representative.
- B. The deductions shall commence for each employee who elects not to become a member of the Supervisors during the month following written notice from the Supervisors of the amount of the fair share assessment.
- C. The fair share fee for services rendered by the Supervisors shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Supervisors, less the cost of benefits financed through the dues and available only to Members of the Supervisors, but in no event shall the fee exceed 85 percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Supervisors to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- E. The Supervisors shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Supervisors. This appeal procedure shall in no way involve the Township to take any action.
- F. The Supervisors shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Supervisors to the Township or due to any agency fees deducted by the Township.



ARTICLE IV – VACATION

A. Annual vacation shall be granted as follows:

For Bargaining Unit Members employed by the Township on or before 1/1/2012 or promoted to a position which requires Bargaining Unit membership:

Up to first year of working service	1 day per month worked
After 1 year and up to 5 years	13 working days
After 5 years and up to 10 years	16 working days
After 10 years and up to 15 years	20 working days
After 15 years	25 working days

For New Employees hired (not promoted to bargaining unit membership) after 1/1/2012:

Up to 1 st year of working service	1 working day per month
After 1 year and up to 10 years	12 working days
After 10 th year and up to 20 years	15 working days
After 20 years	20 working days

Vacations shall be scheduled only with the approval of the Manager. The Township reserves the right to refuse vacation requests if administrative pressures so require.

- B. Any vacation leave accruing in any calendar year after 1985 which is unused by an employee within that calendar year may be used within the following calendar year, but it shall not be accumulated thereafter, unless the workload of the department/division prevents the employee from taking such leave. If this occurs, the employee shall obtain a letter signed by the Manager and have one placed in his/her personnel file authorizing this accumulation of unused vacation leave.
- C. Upon regular retirement or resignation in good standing, an employee will receive remuneration for unused vacation time from the current year and preceding year of the employee's retirement or resignation in good standing.. Resignation in good standing is written notice at least 14 days in advance, and employee will be working or on approved leave in order to receive unused vacation pay which has accumulated in the year of retirement or resignation, prorated in accordance with Paragraph E below, and the immediately preceding calendar year.
- D. Vacation leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of



continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other changes in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of vacation leave, and if the employee utilizes more than is earned, he shall be required to reimburse the employer for the value for the used, but unearned, leave. For the purpose hereof, the prorated value of the vacation leave shall be determined by i) dividing the number fifty-two (52) by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then iii) subtracting the vacation days used in such year.

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ARTICLE V – HOLIDAYS

A. 1. All Township employees shall be entitled to the following holidays or the day observed as such by the Township:

- *Christmas
- *Thanksgiving Day
Day After Thanksgiving
- *Fourth of July
Lincoln's Birthday
- *President's Day (Washington's Birthday)
- *Memorial Day
- *New Year's Day
- *Labor Day
- *Columbus Day
- *Veteran's Day
Election Day
Good Friday
- * Martin Luther King's Birthday

*Denotes federal holidays.

2. In the event that any Township employee is required to work on one of the above-designated holidays, he/she shall be compensated at one and one-half (1½) times the employees regular rate of pay, to be paid as part of their regular salary.

3. In addition to the enumerated holidays, all members of this union shall be entitled to four (4) personal leave days, to be requested seventy-two hours prior to the desired time off if possible, except in the case of an emergency. Personal leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the employer shall recover the prorated value of personal leave, and if the employee utilizes more leave than is earned, he shall be required to reimburse the employer for the value of the used, but unearned leave. For the purpose hereof, the prorated value of the personal leave shall be determined by i) dividing the number fifty-two (52) by the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then iii) subtracting the personal days used in such year.

B. Whenever Township Hall is closed either due to severe weather conditions, or to the declaration by the Township of a Holiday other than those listed under Paragraph A.1 of this Article, any employees who are required to work shall be

granted an equal amount of compensatory time off taken within that calendar year. This section is applicable whenever employees are not charged for the day of (vacation, etc.) because of severe weather closing.

C. Lincoln's Birthday shall be removed from the list of Holidays under Paragraph A above when said Holiday is removed from the collective bargaining agreement governing the employees supervised by the individual Supervisor in this unit. Should Lincoln's Birthday be removed in accordance with this Paragraph, the effected Supervisor will receive an additional personal day.

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ARTICLE VI - INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all full-time permanent and provisional employees working thirty (30) hours per week or more, and their dependents, starting at the beginning of the third full calendar month of employment.

1. Major medical benefits will be provided in accordance with State Health Benefits NJ Direct 15. Attached as Exhibit A.
2. The Township will provide a prescription plan, in accordance with Local Active Prescription Plan 10/15. Attached as Exhibit B.

3. Dental plan with payment limitations as follows:

Preventative Maintenance , etc.	100%
Diagnostic and Restorative Treatment	85%
Endodontics and Periodontics	85%
Prosthodontics (Fixed and removable)	85%
Orthodontics	85%

Maximum Benefit: \$1,500 per person per calendar year.
\$3,150 lifetime maximum per person for orthodontic service.

4. A Vision Care Plan - Eye Exam Annually

New lenses, frames, and or contacts once every twenty-four (24) months as follows:

(subject to arbitrator's decision attached)

Vision Analysis	\$145
Single Vision Lenses	\$135
Bifocal Lenses	\$150
Multi-focal Lenses	\$165
Contact Lenses	\$175
Frames	\$150

5. These benefits, in their amended form, will start on the date of this Agreement, and shall continue for the life of the term of this Agreement.

B. The Township shall provide the following health benefit coverage for retired employees up to sixty-five (65) years of age;

1. Eligibility

- a. Employee retires at age sixty-two (62) or older with at least fifteen (15) years of service with the Township.
- b. Employee retires before age sixty-two (62) with at least twenty-five (25) years of service with the Township.
- c. Coverage is for retired employee and those dependents at time of retirement, but only for as long as they remain dependents. Subsequent marriage will not make a new spouse and dependents eligible.

2. Benefits

- a. Basic medical and major medical as described under Subparagraph A.1 of this Article.
- b. Prescription drug plan as described under Subparagraph A.2 of this Article.

3. Coordination of Benefits

If the retired employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. The same applies, if the retired employee's spouse has or takes another job, which provides health benefits, with employed spouse's benefit primary.

C. The Township shall provide the following health benefits coverage for retired employees who have reached the age of sixty-five (65):

1. Eligibility

- a. Employee retired at age sixty-two (62) or older with at least fifteen (15) years continuous service with the Township at the time of retirement.
- b. Employee retired with at least twenty-five (25) years of service with the Township, not necessarily continuous at the time of retirement.

- c. Employee retired at age sixty-five (65) or older but with less than fifteen (15) years of service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the employee pays the premiums.
 - d. Coverage is for retired employee and spouse, both of who have reached sixty-five (65). When one employee or spouse reaches sixty-five (65), the other will continue to receive coverage as described under Subparagraph B2 of this Article, until he/she also reaches sixty-five (65).
 - 2. Benefits are limited to a maximum of \$1,200.00 for retired employee and spouse, to assist in the purchase of a Medicare supplement health benefits program. Medicare Part B payments/deductions shall have been authorized by each. The Township reserves the right to purchase the supplement directly, or to reimburse the retired employee and/or spouse.
 - 3. If retired employee or spouse has or takes a job with an employer who provides health benefits, he and/or she must obtain primary coverage thereunder, and the Township will be the secondary insurer. Coordination of benefits will apply.
- D. To the extent that the Federal Social Security Medicare Program changes the eligible age limits for participation therein, then the age limit of sixty-five (65) for eligibility for Township health benefits upon retirement shall be adjusted accordingly, to match the Medicare eligibility requirements. For example, if the Medicare eligibility age were to be increased to 66 years (for specific individuals), then the Township's benefits under Paragraph B of this article would continue at age sixty-six (66), and the Township's benefits under Paragraph C of this Article would start at age sixty-six (66), to coincide with the Medicare Terms and Conditions.
- E. The Township retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing, the Township retains the exclusive right to return to the New Jersey State Health Benefit Plan so long as it provides employees with the coverage available under the State Health Benefits Plan that is substantially similar to the employee's current coverage. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better than. In the event the Township changes any of the existing insurance plans or carriers providing such benefits,

the Township will give the Supervisors thirty (30) days notice prior to implementing the new Plan or carrier.

- F. When both husband and wife are Township employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in and out -of network deductibles and co-payments. When an employee's spouse works for another employer with family health benefits, then the may opt out of health insurance provided by the Township. In such event, the Township shall compensate the employee at the rate of 25% or \$5,000.00, whatever is less, of the annual amount saved by the Township because of the employee's decision to opt out. Payment will be made in December of that year in lieu of enrolling the employee in the Township Plans. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through his/her spouse for any reason, including, but not limited to, the retirement or death of the spouse, or divorce.
- G. The provisions of this Agreement do not affect the health benefits coverage's of employees who retired prior to the effective date of this same Agreement, all of which benefits are to be determined by prior contracts in effect at the time of retirement.
- H. The Township agrees to provide a free legal defense to any employee sued in his or her official capacity for any legal act committed within his/her authority as a Township employee.
- I. The Township shall provide a \$25,000.00 life insurance policy of the employee's life only, in addition to the insurance provided by the state pension plan.
- J. Cost Contribution: Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, all bargaining unit members who retire on or after June 28, 2011, shall contribute in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78").

ARTICLE VII - LEAVE OF ABSENCE

CB

A. Military Leave

Military Leave shall be provided consistent with applicable law.

B. Bereavement Leave

An employee shall be granted up to three (3) working days off with pay, for the purpose of bereavement leave for the loss of a family member from the date of the death up to and including the day after the funeral. The following is a list of those persons who qualify within the term "family member":

Mother	Grandparents
Father	Sister
Spouse	Brother
Children	Step Children
Father-in-law	Mother-in-law
Grandchildren	

"Family member" shall also include any relative of the employee or person that has been residing in the employee's household. Under no circumstances shall the provisions of this section result in an increase in any employee's normal earnings.

The forgoing list shall include Step-Mother, Step-Father, Step-Sister, Step-Brother, Half-Sister, Half-Brother, Bother-in-Law, Sister-in-Law, Son-in-Law, and Daughter-in-Law.

Employees shall receive one (1) day bereavement leave for the death of an Aunt or Uncle.

The Township may request documentation from the employee concerning proof of death and a signed statement as to the relationship of the employee to the deceased.

C. Unpaid Leave of Absence

1. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and under the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statues, the employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the employee, upon good cause shown, for up to an additional six (6) months, excluding the initial twelve (12) week period. The employee shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or

parent with a serious health condition. In addition, the employee may take leave to care for a spouse, child or parent-in-law. The circumstance under which leave may be taken vary depending on the type of leave requested and the employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the employee takes FMLA or NJFLA leave, the employee may, at the employee's option use accrued sick leave, a vacation and other administrative leave during the FMLA or NJFLA leave. The employer retains all rights to require proper certification from a health care provider pursuant to all applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

2. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article VI. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.
3. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in cessation of insurance, health and welfare benefits during such leave of absence. The employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.
4. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to members of the Supervisors Union.
5. Before an employee goes on FMLA or NJFLA leave without pay, the employee shall be entitled to use all of the sick, vacation and personal days, which have been credited to the employee at the beginning of the year. The employee also acknowledges that sick, vacation and personal days are not earned during any FMLA or NJFLA leave or any other unpaid leave of absence. Accordingly, i) if an employee on such leave does not return to work, he shall reimburse the employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in Article IV - Vacations, Article V - Holiday,



and Article XI - Sick Leave and Retirement of this Agreement, or ii) if an employee on such leave does not return to work, the sick, vacation and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE VIII - GRIEVANCE PROCEDURE

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A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees morale. The parties agree that this procedure shall be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his or her immediate supervisor.

B. Definition

The term "grievance" as used herein means as appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement, policies and administrative decisions affecting them.

- C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, shall be followed in its entirety unless any step is waived by mutual consent.

1. STEP ONE

The aggrieved or the supervisor shall institute action under the provision hereof within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between aggrieved employee and the Manager for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

2. STEP TWO

If no agreement can be reached orally within ten (10) working days of the initial discussion with the Manager, employee or the supervisor may present the grievance in writing within ten (10) working days thereafter to the Township Council. The Council will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

3. STEP THREE

If the grievance is not settled through the intervening steps, either party shall have the right to submit the dispute to Advisory Arbitration. The dispute shall be submitted pursuant to the rules and regulations of the Public Employment Relations Commission.

- D. Upon prior notice to an authorization of the Township Manager, the designated Supervisor's representative shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- E. Agents of the Supervisors who are employees of the Township may be permitted to visit employees during work hours at their workstations for the purpose of discussing Supervisors representation matters, as long as such right is reasonably exercised and provided further that there is no undue interference with the Township work by such agents.
- F. The employer and the Supervisors further agree to give reasonable consideration to requests of either party for meeting to discuss grievances pending at any step.
- G. Employees are entitled to Supervisor representation at each and every step of the grievance procedure.
- H. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied.

ARTICLE IX - SICK LEAVE AND RETIREMENT

CE

- A. All employees shall retain all pension rights under New Jersey Law and the Ordinance of the Township of Lower.
- B. Employees shall receive a sick leave credit of one (1) working day for each completed month of service during the remainder of the first calendar year of service. Thereafter, all permanent employees shall be entitled to sick leave on the basis of fifteen (15) days per year. The fifteen (15) days will be credited at the beginning of the year, and may be used at any time during the year. If an employee resigns, retires or is otherwise absent, the fifteen (15) days will be prorated, and if more has been used than earned, it must be repaid. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may be utilized for short periods because of death in the employee's immediately family and defined in Civil Service Regulations, (N.J.A.C. 4:1-17.15). Sick leave entitlements for the entire year shall be credited to the employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the employee terminates employment, takes a leave of absence or has any other change in status where such leave is not earned, he shall reimburse the employer for the value of the used, but unearned leave. For the purpose hereof, the prorated value of the sick leave shall be determined by i) dividing the number fifty-two (52) by the number of full weeks in such years as of the date of such termination of employment, leave or change in status, then ii) multiplying such fraction by the total number of sick days credited at the beginning of such year, and then iii) subtracting the sick days used in such year.
- C. 1. For all employees hired prior to January 1, 1986, upon regular retirement, an employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of one hundred eighty (180) days, at the employee's rate of salary at retirement.
2. For all employees hired after January 1, 1986, they shall be entitled, upon regular retirement, to compensation for 100% of unused sick leave, up to a maximum of one hundred twenty (120) days.
3. For all employees hired on or after January 1, 2002, the maximum terminal leave benefit will be \$12,000.00.
4. Employees with fifteen (15) years of service resigning in good standing shall receive compensation for 50% of unused sick leave subject to the restrictions of Subparagraphs C-1, C-2 and C-3 of this Article.
5. Each retiring employee shall notify the Township Treasurer of his intention to retire no later than December 1st of the year preceding the year in which the employee will retire.

6. For the purposes of Subparagraphs C-1, C-2 and C-3 of this Article "regular retirement" shall mean wither of the following:

- a. Retirement at age sixty-two (62) or older with at least fifteen (15) years of continuous service with the Township at the time of retirement; or
 - b. Retirement at any age with at least twenty-five (25) years of service with the Township at the time of retirement, but not necessarily continuous.
- D. The Township, will at the employee's 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. For new employees hired on or after January 1, 2002, the Township may, at its option, but only upon the employee's request, annually buy back up to five (5) days of unused sick leave in January of any calendar year, provided that the employee has not used more than five (5) sick days in the preceding calendar year ending December 31. The purchased sick leave shall reduce the terminal benefit in days or hours due to the employee at the time of retirement pursuant to Paragraph C of this Article.
- E. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing the essential functions of his/her job and that his/her return will not jeopardize the health or safety of the employee, other employees or of the public.
- F. All employees shall be entitled to accumulated sick leave days from year to year to be used if and when needed for such purpose.
- G. Verification of Sick Leave
1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
 - (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

ARTICLE X - WORK WEEK

WR

- A. The work week for Supervisors is determined by the requirements of the job. The minimum number of hours for all Supervisors except for those in the Department of Public Works shall be thirty-five (35) hours. The minimum number of all hours for Supervisors in the Department of Public Works shall be forty (40) hours. Notwithstanding the above, all Supervisors are expected to work the days and hours required for the normal execution of their management responsibilities. In the event that Supervisors work in the excess of the minimum hours required for a normal working week, as essential administrative personnel and pursuant to the terms and conditions of this Agreement, they shall not be entitled to receive any additional compensation.
- B. Compensatory time on the books as of December 31, 1996, will be frozen. This frozen compensatory time shall be bought out by the Township (or used by the employee) in accordance with a negotiated schedule, starting in 1997. The Township will purchase up to a maximum of one hundred (100) hours per calendar year, subject to the availability of funds.

ARTICLE XI - WAGES

CG

ARTICLE XI – WAGES

A. All members of the Supervisors Union covered by this Agreement shall receive wage increases as follows:

1/1/2016 – 2%
1/1/2017 – 2%
1/1/2018 – 2%
1/1/2019 – 2%

B. In addition to the increase set forth in Paragraph A of this Article, the base wages for the Superintendent of Public Works shall be increased by the sum of \$2280.45 for 2016, \$2,326.06 for 2017, \$2,372.59 for 2018 and \$2,420.04 for 2019 and shall also be subject to percentage increases in future contracts. This amount, as increased pursuant to this Agreement, shall be payable in a lump sum on the first regularly scheduled payday of each year. Provided further that such employees may elect prior to each calendar year of this agreement to receive such amounts in equal bi-weekly installments to be included with his or her regularly scheduled paycheck. This amount shall be deemed part of the annual salary for each of the affected employees, and shall therefore be deemed earned proportionately throughout the year. In the event such employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Township shall recover from the employee the prorated value, as increased pursuant to this Agreement. If any of the aforementioned Supervisor work 50 hours or more beyond the regularly scheduled hours during any calendar year, he will receive an additional payment of \$684.52 for 2016, \$698.21 for 2017, \$712.17 for 2018, and 726.42 for 2019 in a lump sum upon the receipt by the Township Manager of documentation to verify the actual number of hours worked beyond the regularly scheduled hours. The amount is also subject to the percentage increases in future contracts. If the Recreation Superintendent is required to work on the Horseshoe Crab Festival, Bay Run, Independence Day Celebration, Halloween Costume Parade, Haunted Hayride and New Year's Eve Party, he will be compensated at straight time in the form of compensatory time. Compensatory Time must be used by March 31 of the next calendar year and will not accumulate from year to year.

C. Retroactive salary increases will be paid with the first regularly scheduled pay following the execution of this Contract by both parties.

D. Current salary raises for 2016 through 2019 shall begin January 1st of each respective year.

E. All new hires shall receive as a starting salary, a salary no greater than the base salary listed for that title for the year in which the hire is made.

- F. Base Salaries with negotiated increases shall be set forth on Exhibit C attached hereto and by this reference made a part hereof.
- G. The Township shall pay for the cost of a course in a state or county college relating to their job title, subject to approval by the Township Manager.
- H. At the Manager's sole discretion, unit members may be recommended for a market adjustment or merit based increase of no more than 6% of their base salary once during the term of the contract. No more than 3 unit members shall receive such an increase in any calendar year. Any such market adjustment or merit based increase must be approved by a vote of Council before being implemented.

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All longevity is eliminated as of 1/1/2012 .

ARTICLE XII - CALL IN TIME

- A. If the Court Administrator or Deputy Court Administrator is called to duty on his/her time off, he/she shall receive payment at the rate of time and one-half (1 and ½) and be guaranteed two (2) hours minimum work, provided the Township may require an employee to work the minimum period.
- B. The Court Administrator and Deputy Court Administrator will also receive ten (10) minutes of call-in time if they are called to do court business on their days or evenings off.

ARTICLE XIV - UNIFORMS/EQUIPMENT ALLOWANCES

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- A. Employees of the Department of Public Works shall be entitled to a complement of three (3) sets of uniforms paid for by the Township. All employees shall be entitled to the replacement of any worn out uniform upon presentation to their department head so that their complement of three (3) uniforms shall remain in tact.
- B. All employees in the Department of Public Works, Planning Director, Construction Official and Recreation Superintendent shall be entitled to a shoe allowance of \$75.00 per year. Upon presentation of a voucher and receipt for the shoes to the Township Treasurer, they shall be reimbursed for the purchase of any work shoes up to a limit of \$75.00 per year.
- C. All employees in the Department of Public Works shall receive adequate foul weather clothing and replacement upon presentment of work out foul weather clothing.
- D. Employees of the Department of Public Works shall receive one (1) winter jacket each year upon presentment of a worn out jacket.

ARTICLE XV – WORKER’S COMPENSATION

AK

- A. When an employee sustains a job related injury, the employee is to receive his/her full salary from the Township, up to a maximum of one (1) year. The employee agrees to endorse over to the Township all monies reimbursed to him/her by worker's compensation, during this time period, to the extent permitted by law.

- B. After the one (1) year maximum period, the injured employee will receive worker's compensation payments only. However, accumulated sick leave and vacation time (as well as any frozen compensatory time) may be used to supplement the worker's compensation payments.

ARTICLE XVI - GENERAL PROVISIONS

CEK

- A. Supervisors shall have the use of the employee bulletin board for the posting of notices relating to meetings and official business of the Supervisors.
- B. It is agreed that representatives of the employer and the Supervisors will meet from time to time upon the request of either party to discuss items of general interest or concern which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party, and a precise agenda shall be established.
- C. Employees who are covered by this Agreement shall perform duties and responsibilities outlined in the New Jersey Department of Civil Service Job Specifications for their position and by Lower Township Administrative Code.
- D. The Township shall be responsible for printing this Agreement within 20 days of having being signed by the parties.

CD

ARTICLE XVII – SUPERVISOR’S BUSINESS

Whenever the employee of the Township who is a representative of the Supervisors is mutually scheduled to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of regular pay or be charged for sick leave or vacation leave.

ARTICLE XVIII – EQUAL TREATMENT

QY

- A. There shall be no discrimination by the Township or the Union against any employee on account of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status.
- B. The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement. Such rules will be equitably applied and enforced. The Union shall have the right to grieve or request impact bargaining with reference to the same within ten (10) working days after the same are posted or disseminated and/or a copy sent to the Union. Failure to grieve or request impact bargaining within the proscribed ten (10) working days shall be deemed an acceptance of the new or modified rules. For the purposes of this article, "working day" shall be defined as Monday through Friday.

ARTICLE XIX – SEPARABILITY AND SAVINGS

Cey

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XX - MANAGEMENT RIGHTS

CCY

- A. The Township hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive, managerial and administrative control of the Township government and its properties and facilities and the activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and controls for continued employment or assignment and to promote and transfer employees;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Management shall have the right to institute technological improvements within the department subject only to the limitations contained herein. "Technological improvement" is defined as a change in procedures, equipment or method of operation which has the effect of increasing the efficiency of the operation of the department, or lowering the manpower requirements of the department. In the event technological improvements are introduced, the department will endeavor, or as far as practicable, to institute these improvements in such a manner that there will be at least possible hardships to employees. Should the union feel that an injustice has been committed in such action, they may file a grievance under the Agreement. The sole issue for the arbitrator shall be: "did the department act arbitrarily or capriciously in instituting the technological improvements?"
- D. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under Title 40 and Title 11 of New Jersey Statues, or any other national, state, county or local laws or ordinances.

ARTICLE XXI - TERM AND RENEWAL

CG

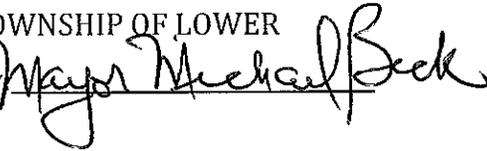
This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect to and including December 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or other gives notice, in writing, at least thirty (30) days to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal at Township of Lower, New Jersey, this 18th day of July 2016.

ATTEST:


Julie Picard, Twp. Clerk

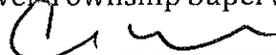
TOWNSHIP OF LOWER

By 

WITNESS:


Gary Playford

Lower Township Supervisor's Union


Gary Douglass, President

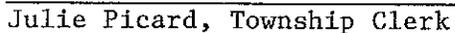
36

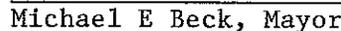
Resolution # 2016-269 - A Resolution Authorizing the Correction of a Typographical Error Contained in the Lower Township Supervisors 2016-2019 Union Contract

** Adding the words "OR MERIT" to article XI, Wages, Paragraph H last sentence

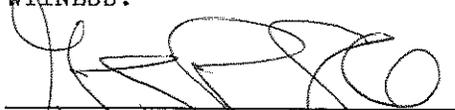
ATTEST:

TOWNSHIP OF LOWER

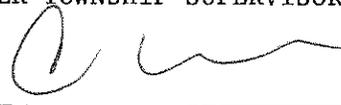

Julie Picard, Township Clerk


Michael E Beck, Mayor

WITNESS:


Gary Playford

LOWER TOWNSHIP SUPERVISORS UNION:


Gary Douglass, President



Job Title	Name	Last	Supervisor Salary	2016	2017	2018
Supervisor Garage Services	Howard	Bailey, III	77,000.00	\$ 78,540.00	\$ 80,110.80	\$ 81,713.02
Supervisor Garage Services	Robert	Bailey, Sr.	75,773.00	\$ 77,288.46		\$ -
Coordinator of Federal & State Aid	Colleen	Crippen	66,190.00	\$ 67,513.80	\$ 68,864.08	\$ 70,241.36
Superintendent of Public Works	Gary	Douglass	87,702.80	\$ 89,456.86	\$ 91,245.99	\$ 93,070.91
Tax Assessor	Jennifer	Dowe	73,500.00	\$ 74,970.00	\$ 76,469.40	\$ 77,998.79
Director of Planning	William	Galestok	87,276.00	\$ 89,021.52	\$ 90,801.95	\$ 92,617.99
Tax Collector	Susan	Jackson	89,853.00	\$ 91,650.06	\$ 93,483.06	\$ 95,352.72
General Supervisor of DPW	David	Lepor	75,770.00	\$ 77,285.40	\$ 78,831.11	\$ 80,407.73
Deputy Mun. Court Administrator	Laura	Milbrandt	51,643.00	\$ 52,675.86		\$ -
Court Administrator	Laura	Milbrandt	65,000.00	\$ 66,300.00	\$ 67,626.00	\$ 68,978.52
Construction Official	Gary	Playford	76,831.00	\$ 78,367.62	\$ 79,934.97	\$ 81,533.67
Superintendent of Parks & Recreation	Mitchell	Plenn	66,424.00	\$ 67,752.48	\$ 69,107.53	\$ 70,489.68
Purchasing Agent	Margaret	Vitelli	65,455.00	\$ 66,764.10	\$ 68,099.38	\$ 69,461.37
Court Administrator	Elizabeth	Byrne	80,821.00	\$ 82,437.42	\$ 84,086.17	\$ 85,767.89
Deputy Mun. Court Administrator	Mariya	Starrett	45,000.00	\$ 45,900.00	\$ 46,818.00	\$ 47,754.36

2019
\$ 83,347.28
\$ -
\$ 71,646.18
\$ 94,932.33
\$ 79,558.76
\$ 94,470.35
\$ 97,259.78
\$ 82,015.88
\$ -
\$ 70,358.09
\$ 83,164.35
\$ 71,899.47
\$ 70,850.60
\$ 87,483.25
\$ 48,709.45

RF

Exhibit C

HORIZON BCBSNJ: NJ DIRECT15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31
 Coverage for: All Coverage Types | Plan Type: Fi
 New Jersey State Health Benefits Program



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.state.nj.us/treasury/pensions/pensions/health-benefits.shtml or by calling 1-609-292-7524.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$100 person/ \$250 family for out-of-network services only.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. In-network coinsurance limit \$400 person/ \$1,000 family; Active employee medical out-of-pocket limit \$5,480 person/ \$10,960 family. Retiree medical out-of-pocket limit \$5,499 person/ \$10,998 family. Out-of-network providers \$2,000 person/ \$5,000 family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see www.HorizonBlue.com/shbp or call 1-800-414-SHBP (7427).	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a written referral to see a specialist.	You can see the in-network specialist you choose without permission for this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5 & 6. See your policy or plan document for additional information about excluded services .

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/pensions/health-benefits.shtml.

Horizon BCBSNJ: NJ DIRECT15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016

Coverage for: All Coverage Types | Plan Type: PPO

New Jersey State Health Benefits Program



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 20% would be \$200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit	30% coinsurance after deductible	_____ none _____
	Specialist visit	\$15 copay/visit	30% coinsurance after deductible	_____ none _____
	Other practitioner office visit	\$15 copay/visit	30% coinsurance after deductible	Chiropractic care is limited to 30 visits combined per calendar year. Out-of-network coverage for chiropractic and acupuncture services are limited to no more than \$35 a visit for chiropractic and \$60 a visit for acupuncture or 75% of the in network cost per visit, whichever is less.
If you have a test	Preventive care/screening/immunization	No Charge	Not Covered	One routine physical per calendar year.
	Diagnostic test (x-ray, blood work)	No Charge	30% coinsurance after deductible	_____ none _____
	Imaging (CT/PET scans, MRIs)	No Charge	30% coinsurance after deductible	Requires pre-approval

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Horizon BCBSNJ: NJ DIRECT15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016
 Coverage for: All Coverage Types | Plan Type: PPO
 New Jersey State Health Benefits Program

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider		Your Cost If You Use an Out-of-network Provider		Limitations & Exceptions	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available through your employer.	Generic drugs	See separate Prescription Drug Plan SBC					_____ none _____
	Preferred brand drugs						
	Non-preferred brand drugs						
If you have outpatient surgery	Specialty drugs	See separate Prescription Drug Plan SBC					_____ none _____
	Facility fee (e.g., ambulatory surgery center)						
	Physician/surgeon fees						
If you need immediate medical attention	Emergency room services	\$75 copay/visit	\$75 copay/visit	30% coinsurance after deductible	\$50 copay/visit for physician referrals or pediatric (under age 19) ER visits; and if admitted within 24 hours, the copayment is waived. Payment at the in-network level applies only to true Medical Emergencies & Accidental Injuries.	_____ none _____	
	Emergency medical transportation	10% coinsurance	30% coinsurance after deductible	Limited to local emergency transport to the nearest facility equipped to treat the emergency condition.			
	Urgent care	\$15 copay/visit	30% coinsurance after deductible	_____ none _____			
	Facility fee (e.g., hospital room)	No Charge	30% coinsurance after deductible	Requires pre-approval. There is a separate \$200 deductible per inpatient stay for out-of-network facilities.			
If you have a hospital stay	Physician/surgeon fee	No Charge	30% coinsurance after deductible	Requires pre-approval.	_____ none _____	Requires pre-approval.	

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Horizon BCBSNJ: NJ DIRECT15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016
 Coverage for: All Coverage Types | Plan Type: PPO
 New Jersey State Health Benefits Program

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$15 copay/visit	30% coinsurance after deductible	Some specialty outpatient services require pre-approval. Inpatient services require pre-approval. There is a separate \$200 deductible per inpatient stay for out-of-network facilities.
	Mental/Behavioral health inpatient services	No Charge	30% coinsurance after deductible	
	Substance use disorder outpatient services	No Charge	30% coinsurance after deductible	
	Substance use disorder inpatient services	No Charge	30% coinsurance after deductible	
	Prenatal and postnatal care	\$15 copay/visit	30% coinsurance after deductible	
	Delivery and all inpatient services	No Charge	30% coinsurance after deductible	
If you are pregnant	Home health care	No Charge	30% coinsurance after deductible	Requires pre-approval.
	Rehabilitation services	\$15 copay/visit	30% coinsurance after deductible	Requires pre-approval.
	Habilitative services	\$15 copay/visit	30% coinsurance after deductible	Requires pre-approval.
	If you need help recovering or have other special health needs	Skilled nursing care	No Charge	30% coinsurance after deductible
Durable medical equipment		10% coinsurance	30% coinsurance after deductible	Requires pre-approval for all rentals and some purchases.
Hospice service		No Charge	30% coinsurance after deductible	Requires pre-approval. There is a separate \$200 deductible per inpatient stay for out-of-network facilities.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/Healthreform or call 1-609-292-7524 to request a copy.

HORIZON BCBSNJ: NJ DIRECT15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016
 Coverage for: All Coverage Types | Plan Type: PPO
 New Jersey State Health Benefits Program

If your child needs dental or eye care	Eye exam	\$15 copay/visit	Not Covered	Limited to one exam every 12 months.
	Glasses	Not Covered	Not Covered	none
Dental check-up	Not Covered	Not Covered	none	

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u> .)	
<ul style="list-style-type: none"> Cosmetic surgery Dental care (Adult) 	<ul style="list-style-type: none"> Long-term care Private-duty nursing (inpatient) Routine foot care Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<ul style="list-style-type: none"> Acupuncture (for pain management only) Bariatric surgery (requires pre-approval) Chiropractic care (limited to 30 visits/year) 	<ul style="list-style-type: none"> Hearing aids (Only covered for members age 15 or younger, maximums apply) Infertility treatment (requires pre-approval) Routine eye care (Adult) Non-emergency care when traveling outside the U.S. (subject to deductible/coinsurance and balance billing)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-800-414-SHBP (7427). You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cchio.cms.gov.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Horizon BCBSNJ: NJ DIRECT15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016

Coverage for: All Coverage Types | Plan Type: PPO

New Jersey State Health Benefits Program

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Horizon Blue Cross Blue Shield of New Jersey Member Services at 1-800-414-SHBP (7427). You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-609-292-7524.

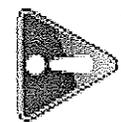
_____ *To see examples of how this plan might cover costs for a sample medical situation, see the next page.* _____

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$7,350
- Patient pays \$190

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540
Patient pays:	
Deductibles	\$0
Copays	\$20
Coinsurance	\$0
Limits or exclusions	\$170
Total	\$190

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$1,050
- Patient pays \$4,350

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400
Patient pays:	
Deductibles	\$0
Copays	\$150
Coinsurance	\$0
Limits or exclusions	\$4,200
Total	\$4,350

Please note that some of the Limits or Exclusions listed above may be covered under the Prescription Plan.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

* **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

* **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Freestanding RX:
Local Government/Education HMO and PPO 10/15
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.state.nj.us/treasury/pensions/health-benefits.shtml or by calling **1-609-292-7524**.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	\$0	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other <u>deductibles</u> for <u>specific services</u> ?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my <u>expenses</u> ?	Yes. \$1,370 person/ \$2,740 family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of in-network pharmacies, see www.express-scripts.com/state/nj or call Express Scripts at 1-866-220-6512.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a <u>specialist</u> ?	See separate Medical Plan SBC.	See separate Medical Plan SBC.
Are there services this plan doesn't cover?	See separate Medical Plan SBC.	See separate Medical Plan SBC.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Freestanding RX:

Local Government/Education HMO and PPO 10/15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016

Coverage for: All Coverage Types | Plan Type: RX

New Jersey SHBP/SEHBP



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **in-network providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Specialist visit			
If you have a test	Other practitioner office visit	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Preventive care/screening/immunization			
	Diagnostic test (x-ray, blood work)	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Imaging (CT/PET scans, MRIs)	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Freestanding RX:

Local Government/Education HMO and PPO 10/15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition	Generic drugs	\$3 copay/30 day supply at a retail pharmacy/ \$5 copay/90 day supply by mail order	In-network copays apply. You are responsible for any charges above the allowed amount.	Utilization Management programs may apply.
More information about <u>prescription drug coverage</u> is available through your employer.	Brand drugs	\$10 copay/30 day supply at a retail pharmacy/ \$15 copay/90 day supply by mail order	In-network copays apply. You are responsible for any charges above the allowed amount.	Utilization Management programs may apply.
	Specialty drugs	Brand or generic copayments apply.	Not Covered	Utilization Management programs may apply. Specialty drugs are only available by mail order.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Physician/surgeon fees			
If you need immediate medical attention	Emergency room services	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Emergency medical transportation			
	Urgent care			
If you have a hospital stay	Facility fee (e.g., hospital room)	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Physician/surgeon fee			

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Freestanding RX:

Local Government/Education HMO and PPO 10/15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016
 Coverage for: All Coverage Types | Plan Type: RX
 New Jersey SHBP/SEHBP

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services Mental/Behavioral health inpatient services Substance use disorder outpatient services Substance use disorder inpatient services	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
If you are pregnant	Prenatal and postnatal care Delivery and all inpatient services	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.
If you need help recovering or have other special health needs	Home health care Rehabilitation services Habilitative services Skilled nursing care Durable medical equipment Hospice service	See separate Medical Plan SBC.	See separate Medical Plan SBC.	See separate Medical Plan SBC.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Freestanding RX:

Local Government/Education HMO and PPO 10/15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 - 12/31/2016
Coverage for: All Coverage Types | Plan Type: RX

New Jersey SHBP/SEHBP

If your child needs dental or eye care	Eye exam	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Glasses	See separate Medical Plan SBC.	See separate Medical Plan SBC.
	Dental check-up	See separate Medical Plan SBC.	See separate Medical Plan SBC.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

See separate Medical Plan SBC.

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

See separate Medical Plan SBC.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-866-220-6512. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 or www.ccoio.cms.gov.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Freestanding RX:

Local Government/Education HMO and PPO 10/15

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Express Scripts at 1-866-220-6512. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-609-292-7524.

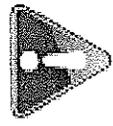
_____ *To see examples of how this plan might cover costs for a sample medical situation, see the next page.* _____

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$90
- Patient pays \$7,450

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$0
Copays	\$10
Coinsurance	\$0
Limits or exclusions	\$7,440
Total	\$7,450

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,810
- Patient pays \$1,590

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$0
Copays	\$220
Coinsurance	\$0
Limits or exclusions	\$1,370
Total	\$1,590

Please note that some of the Limits or Exclusions listed above may be covered under the Medical Plan.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml. If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

* **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

* **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-609-292-7524 or visit us at www.state.nj.us/treasury/pensions/health-benefits.shtml.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/healthreform or call 1-609-292-7524 to request a copy.

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

RESOLUTION #2016-270

Title: A RESOLUTION AUTHORIZING INCREASES FOR NON UNION EMPLOYEES

WHEREAS, The Township negotiated a contract with the Lower Township Supervisor's Union; and

WHEREAS, the employees and titles listed below are not covered by any union:

Julie Picard, Municipal Clerk
Karen Fournier, Deputy Clerk
Lauren Read, CFO/ Treasurer

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the non-union employees listed above be granted the increase pursuant to the Supervisor's Union Contract for the years 2016-2019

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-271

TITLE: A RESOLUTION AMENDING RESOLUTION #2016-224; AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE COUNTY OF CAPE MAY AND THE TOWNSHIP OF LOWER FOR PUBLIC SAFETY ANSWERING, DISPATCH AND RELATED SERVICES

WHEREAS, Lower Township Council and the County of Cape May by Resolution #2016-224 Authorized and Approved a Shared Service Agreement regarding Lower Township's Public Safety Answering, Dispatch and Related Services; and

WHEREAS, there is a need to amend said agreement changing the effective date from September 15, 2016 to November 1, 2016; and adjusting the date of first payment due.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that the effective date of the Shared Service Agreement shall be November 1, 2016 and the initial payment due to the County shall be February 15, 2017.

BE IT FURTHER RESOLVED, that the amendment shall take effect on November 1, 2016 contingent upon the adoption of the appropriate resolution by the County of Cape May.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION #2016-272

TITLE: APPROVAL OF AN ALCOHOLIC BEVERAGE CONTROL LICENSE PERSON TO PERSON TRANSFER LICENSE #0505-33-016-005, FROM DELBAY, LLC TO MAYPOINT HOSPITALITY, LLC t/a HARPOONS ON THE BAY

WHEREAS, an application has been filed for a person to person transfer of Plenary Retail License 0505-33-016-005, heretofore issued to Maypoint Hospitality, LLC for premises located at 91 Beach Drive, Lower Township, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local Ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business.

NOW, THEREFORE, BE IT RESOLVED that the Lower Township Council does hereby approve effective September 19, 2016, the transfer of the aforesaid Plenary Retail Consumption License to Maypoint Hospitality, LLC and does hereby direct the Township Clerk to endorse the License Certificate to the New Ownership as follows: "This License, subject to all its terms and conditions is hereby transferred to Maypoint Hospitality, LLC effective September 19, 2016".

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk

August Clerk

Register Report - Last month

8/1/2016 through 8/31/2016

9/1/2016

Page 1

Account	Description	Memo	Category	Amount
INCOME				3,698.00
Business Mercantile 2016-2017				3,207.00
Campgrounds & Trailers				101.00
Scrapper				10.00
Street Openings				30.00
Taxi & Limo				25.00
Yard Sales				325.00
EXPENSES				975.00
Rental Merc 2016-2017				975.00
TRANSFERS				-4,673.00
Council Checking				-4,673.00
			OVERALL TOTAL	0.00

Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251
 609-886-1455

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 08/01/2016 To 08/31/2016

September 08 , 2016 11:45:58AM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$836,800.00	Cubic Footage:	122988 Cu.ft	Permit Issued:	151
Cost Of Alteration:	\$1,567,566.00	Square Footage:	11470 Sq.ft	Updates Issued:	19
Cost Of Demolition:	\$11,200.00			All Fees Waived:	7
Total Cost:	\$2,415,566.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$22,691.00	Building:	\$0.00	Building:	\$9,750.00	Building Fees:	\$12,941.00
Electrical:	\$10,911.00	Electrical:	\$0.00	Electrical:	\$251.00	Electrical Fees:	\$10,660.00
Fire :	\$3,044.00	Fire :	\$0.00	Fire :	\$148.00	Fire Fees:	\$2,896.00
Plumbing:	\$4,650.00	Plumbing:	\$0.00	Plumbing:	\$180.00	Plumbing Fees:	\$4,470.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$10,329.00	Technical Fees:	\$30,967.00

DCA

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$456.00	\$0.00	\$456.00
Alteration Training Fee:	\$2,980.00	\$1,122.00	\$1,858.00
DCA Minimum Fee:	\$31.00	\$1.00	\$30.00
Sub total Training Fee:	\$3,467.00	\$1,123.00	\$2,344.00

TECHNICAL ISSUES

Building Technical:	92
Electrical Technical:	96
Fire Protection Technical:	32
Plumbing Technical:	53
Elevator Technical:	
Mechanical Technical:	

CERTIFICATE ISSUES

Certificate of Occupancy:	4
Certificate of Approval:	33
Certificate of Continued Occupancy:	0

Certificate of Occupancy Fee:	\$970.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$970.00
PERMIT FEES:	\$30,967.00
DCA FEES:	\$2,344.00
CERTIFICATE FEES:	\$970.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$34,281.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$34,281.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 08/01/2016 To 08/31/2016

September 8, 2016 11:46:24AM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fec
PERMIT FEES	Sub Totals:	\$778.00	\$33,503.00	\$0.00	\$34,281.00
LICENSE FEES	Sub Totals:	\$0.00	\$100.00	\$0.00	\$100.00
GRAND TOTALS:		\$778.00	\$33,603.00	\$0.00	\$34,381.00

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 08/01/2016 To 08/31/2016

September 08 , 2016 11:45:28AM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$205,600.00	Cubic Footage:	35735 Cu.ft	Permit Issued:	7
Cost Of Alteration:	\$16,050.00	Square Footage:	3954 Sq.ft	Updates Issued:	1
Cost Of Demolition:	\$0.00			All Fees Waived:	1
Total Cost:	\$221,650.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$1,575.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$1,575.00
Electrical:	\$484.00	Electrical:	\$0.00	Electrical:	\$45.00	Electrical Fees:	\$439.00
Fire :	\$446.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$446.00
Plumbing:	\$768.00	Plumbing:	\$0.00	Plumbing:	\$45.00	Plumbing Fees:	\$723.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$0.00
				Total Waived:	\$90.00	Technical Fees:	\$3,183.00

DCA

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$133.00	\$0.00	\$133.00
Alteration Training Fee:	\$29.00	\$4.00	\$25.00
DCA Minimum Fee:	\$3.00	\$0.00	\$3.00
Sub total Training Fee:	\$165.00	\$4.00	\$161.00

TECHNICAL ISSUES

Building Technical:	2
Electrical Technical:	6
Fire Protection Technical:	2
Plumbing Technical:	6
Elevator Technical:	
Mechanical Technical:	

CERTIFICATE ISSUES

Certificate of Occupancy:	5
Certificate of Approval:	3
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$3,183.00
FEES:	\$161.00
CERTIFICATE FEES:	\$271.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$3,615.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$3,615.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 08/01/2016 To 08/31/2016

September 8, 2016 11:53:02AM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$0.00	\$3,615.00	\$0.00	\$3,615.00
	GRAND TOTALS:	\$0.00	\$3,615.00	\$0.00	\$3,615.00



BUREAU OF FIRE SAFETY - TOWNSHIP OF LOWER

Lower Township Recreation Center
2600 Bayshore Road
Villas, NJ 08251
Phone: (609) 889-0404
Fax: (609) 889-8876

Mailing Address:
2600 Bayshore Road
Villas, NJ 08251

For the month of AUGUST 2016, the Lower Township Bureau of Fire Safety made deposits of \$31,742.86 in the Lower Township Tax office.

Sincerely,

**Donna Blackley
Fire Official**

cc: file

Board Members

Lauren Read

James Ridgway



Lower Township Police Department Monthly Activity Report

2016

	August	Total:
General Complaints and Service Calls (Total)	4734	36948
Aggravated Assaults	0	7
Animal Control Complaints	15	163
Arson	0	0
Assaults	7	40
Assaults on Police Officers (UCR Report Return "A")	0	5
Bias Incidents	0	0
Burglaries	6	59
Community Policing Services	322	2652
Criminal Mischief Complaints	92	218
Death Investigations	4	23
Disorderly Conduct Complaints	78	441
Domestic Violence Complaints	40	242
Domestic Violence with Assaults	7	45
Emergency Medical Calls with L. T. Rescue	231	1757
Fire Calls & Alarms Police Response (Total)	37	537
Harassment	24	183
Local Ordinance Complaints	1	33
Local Ordinance Warnings	0	1
Motor Vehicle Accidents	73	348
Motor Vehicle Stops	418	3341
Motor Vehicle Stops / Summons' Issued	52	543
Narcotics	11	82
Property Checks	2072	17133
Residential and Commercial Alarm Calls	63	490
Robbery	0	4
Thefts	22	177
Traffic Summons Issued	155	1024
Traffic Warnings	13	114
Weapons Offenses	1	14
Adult Arrests (UCR Report Return "A")	54	303
Juvenile Arrests (UCR Report Return "A")	0	33
D.W.I. Arrests (UCR Report JV & Adult Arrests Combined)	12	43
Drug Possession Arrests (UCR Report JV & Adult Arrests Combined)	13	58
Investigation Reports Completed	90	698
Supplemental Investigation Reports Completed	32	291
Total Value Property Stolen (UCR Report Return "A")	\$ 12,477.00	\$ 185,776.00
Total Value Property Recovered (UCR Report Return "A")	\$ 695.00	\$ 28,063.00



Lower Township Police Department Monthly Activity Report

2016

	August	Total:
Man Power Loss in Hours		
Union	0	0
Suspended	0	0
(V) Vacation	1083	5927.8
(P) Personal	238.5	931.5
(C) Used Comp Hours	16	190
(S) Sick Hours	304	2189.4
(WC) Injury Hours	192	1346
Schedule Soft Training Hours	204	4108
(M) Military Training	366.5	1981
Police Department Overtime in Hours		
(K= Patrol) Operations Overtime	173.25	1243.5
(CE = Patrol) Operations Comp Time	56.25	1088.27
(K = Detective) Investigation Division Overtime	51.5	419.5
(CE= Detective) Investigation Division Comp Time	8.25	115.5
(COT) Court Overtime	9	108.5
(CCE) Court Comp Time	3	51
(H) Holiday Overtime	0	618.5
(HCE) Holiday Comp Time	0	165
Government/Grant Funding Overtime in Hours		0
(CIOT) Click It or Ticket	0	80
(COPS) Cops n Shops	0	0
	JV Curfew	0
(DDEF / DSGP) DWI Grants	48	205
	Other	0
Private Funding Overtime in Hours		0
(OSC) Special Detail	19.5	810.5

Prepared By:

Chief William Mastriana

Chief William Mastriana

Date: 9/9/2016

**2016 CASH RECEIPTS
AUGUST**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Preliminary Tax (2017)	170,684.23	654,287.82
Current year taxes (2016)	10,114,495.82	43,806,139.83
Prior year taxes (2015)	2,122.86	822,159.58
Arrears (2014)		6,314.85
State Audit Payback		1,000.00
Municipal lien		315.26
Recording		12.00
Bankruptcy	284.85	1,420.33
6% Penalty		3,740.03
Tax Search Fees	10.00	20.00
Interest	10,624.23	103,147.99
Advertising/tax sale cost		13,587.57
Municipal Service Fees	420.00	52,860.00
Lot clearing		4,510.00
Returned Check Fees	60.00	420.00
Duplicate Bills	180.00	695.00
MUA Charges		142,757.11
MUA Interest		26,287.40
Trash	462.00	32,747.75
Premium		511,500.00
TOTAL DEPOSITS	10,299,343.99	46,183,922.52
DEPOSITED TO COUNCIL CHECK	9,906,864.45	43,762,980.71
DEPOSITED TO WIPP ACCOUNT	392,479.54	1,909,441.81
DEPOSITED TO PREMIUM ACCT		511,500.00
TOTAL DEPOSITS	10,299,343.99	46,183,922.52
NSF Reversals	6,262.39	41,399.32
WIPP NSF Reversals	2,357.16	25,094.13
TOTAL	10,290,724.44	46,117,429.07

Prepared by Susan Jackson

2016 AUGUST VITAL STATISTICS

Marriages,Civil Unions	25
Domestic Partners	0
Ceritified Copies	128
Certified Copies EDRS	0
Burial Permits	0
Marriages, Civil Unions State	\$625.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$75.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,280.00
Certified Copies EDRS	\$0.00
Burial Permits State	\$0.00
Burial Permits Twp	\$0.00
TOTAL	\$1,980.00

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

RESOLUTION # 2016-273

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.

 X (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. **AFSCME/TEAMSTERS CONTRACT NEGOTIATION UPDATE**

_____ (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. **WILDWOOD CREST/LOWER TWP FIRE DEPARTMENT NEGOTIATIONS & POSSIBLE LITIGATION**

 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. **POSSIBLE PERSONNEL ISSUE**

_____ (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 September 19, 2016 that an Executive Session closed to the public shall be held on this date at approximately _____ 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.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2016.

Julie A Picard, Township Clerk