

Signed Resolutions - April 6, 2020

Emergency Proclamation – Prohibition on Acceptance of Transient Guests or Seasonal Tenants by Hotels, Motels, Guest Houses or Private Residences in the Township of Lower, County of Cape May, State of New Jersey

- Res. #2020-123 Payment of Vouchers \$ 708,678.84
- Res. #2020-124 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the Year 2020 (Mister Softee)
- Res. #2020-125 A Resolution Authorizing the Acceptance of Cops In Shops Funding Summer Shore Initiative 2020 (\$3,520)
- Res. #2020-126 Approval of Change Order #1 to Mount Construction Company for Roseann Avenue Roadway and Utility Improvements – Phase 3 (\$48,039.05 plus 141 day extension)
- Res. #2020-127 A Resolution Authorizing the Indemnification and Defense of a Lower Township Employee in Accordance With Chapter 25, Defense and Indemnification, of the Code of the Township of Lower (Chief Mastriana)
- Res. #2020-128 A Resolution Approving a Professional Service Contract with Remington & Vernick Engineers for Engineering Services for the Reconstruction of Star Avenue From Caroline Avenue to Greenwood Avenue (NTE \$73,770.)
- Res. #2020-129 A Resolution To Amend the 2020 Budget
- Res. #2020-130 Adoption of 2020 Budget
- Res. #2020-131 A Resolution Prohibiting Hotels, Motels, Guest Houses ND Private Residences From Accepting New Transient Guests or Seasonal Tenants, and Urging Second Homeowners and Out-Of-County Residents to Refrain From Traveling to the Township of Lower in Light of the Ongoing Coronavirus Public Health Emergency
- Res. #2020-132 A Resolution Declaring a Local State of Emergency and a Public Health Emergency Within the Township of Lower in Response to the Ongoing Coronavirus Pandemic

EMERGENCY PROCLAMATION

PROHIBITION ON ACCEPTANCE OF TRANSIENT GUESTS OR SEASONAL TENANTS BY HOTELS, MOTELS, GUEST HOUSES OR PRIVATE RESIDENCES IN THE TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

TO ALL RESIDENTS AND PERSONS WITHIN THE TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

WHEREAS, on March 9, 2020, Governor Phil Murphy issued Executive Order 103 (2020) which declared a Public Health Emergency and State of Emergency in New Jersey; and

WHEREAS, since the issuance of Executive Order 103 (2020) Governor Murphy has issued a series of Executive Orders the purpose of which is to protect the health, safety and welfare of New Jersey residents through efforts to reduce the rate of community spread of COVID-19; and

WHEREAS, on March 21, 2020 Governor Phil Murphy issued Executive Order 108 (2020) which, *inter alia*, recognized that certain municipalities may have legitimate concerns about an influx of new visitors and the resulting public health concerns as the entire state endeavors to comply with social distancing measures and avoid unnecessary increases in density of individuals and, accordingly, provided municipalities with the ability to impose restrictions with respect to online marketplaces for arranging or offering lodging; and

WHEREAS, Executive Order 108 (2020) further authorized the State Director of Emergency Management to make additions, amendments, clarifications, exceptions and exclusions to the restrictions which municipalities or counties have the ability to impose; and

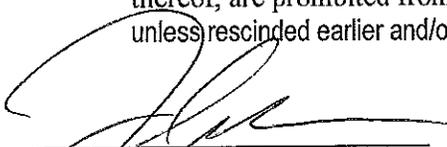
WHEREAS, by Administrative Order No. 2020-8, the State Director of Emergency Management amended Executive Order 108 (2020) "to allow municipalities and counties to impose additional restrictions in response to COVID-19 on the ability of hotels, motels, guest houses, or private residences, or parts thereof, to accept new transient guests or seasonal tenants;" and

WHEREAS, the Township Council of the Township of Lower and the Emergency Management Coordinator of the Township of Lower recognize the value of transient guests and seasonal tenants to the Township but must prioritize the health of its residents, second-home owners and visitors during the current health crisis; and

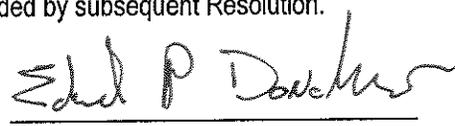
WHEREAS, a temporary prohibition against rentals to transient guests and seasonal tenants will help to reduce the risk of spreading the COVID-19 to and among the residents and occupants of the Township of Lower;

NOW, THEREFORE, in accordance with the aforesaid Executive Order 108 (2020) and Administrative Order No. 2020-8, it is, on this 6th day of April 2020 promulgated and declared that the following regulations shall be in addition to all other laws of the State of New Jersey and the Township of Lower:

1. Effective immediately, hotels, motels, guest houses and private residences, and parts thereof, are prohibited from accepting transient guests or seasonal tenants until May 22, 2020, unless rescinded earlier and/or otherwise extended by subsequent Resolution.



Frank Sippel, Mayor
Township of Lower, NJ



Edward P. Donohue
Emergency Management Coordinator
Township of Lower, NJ

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01608 GEMPLERS	20-00781	03/20/20	TYVEK SUITS XXL 75	Open	648.95	0.00		PC1
01661 GENERAL SALES ADMINISTRATION*	19-01811	06/20/19	OUTFITTING PATROL VEHICLES	Open	11,132.58	0.00		
01685 W.W. GRAINGER, INC.*	20-00532	02/25/20	SUPPLIES	Open	5.11	0.00		
01690 GRANTURK EQUIPMENT CO*	19-01910	07/02/19	2020 LEACH 20CU YD REAR LOADER	Open	91,330.80	0.00		
	19-03568	12/31/19	LEAF TRUCK PARTS	Open	3,736.33	0.00		
	20-00110	01/09/20	PARTS FOR RECY/DPW	Open	<u>931.81</u>	0.00		
					95,998.94			
01806 ANTHONY J HARVATT, II, ESQ	20-00611	03/04/20	BOARD SOLICITOR SALARY	Open	625.00	0.00		
01873 HOME DEPOT*	20-00773	03/19/20	GOGGLES	Open	281.85	0.00		PC1
	20-00874	04/02/20	N95 MASKS	Open	<u>293.90</u>	0.00		PC1
					575.75			
02025 HUNTER JERSEY PETERBILT*	19-01909	07/02/19	2020 PETERBILT 348 TANDEM	Open	113,767.00	0.00		
02140 KINDLE FORD LINC/MERC,, INC.*	20-00694	03/10/20	POLICE VEHICLES	Open	829.61	0.00		
02223 LANDSMAN UNIFORMS*	20-00379	02/06/20	UNIFORMS	Open	367.50	0.00		
	20-00690	03/10/20	UNIFORMS	Open	<u>179.53</u>	0.00		
					547.03			
02294 MARIE A. LOMONACO	20-00438	02/10/20	CONTRACTUAL REIMBURSEMENT M	Open	223.86	0.00		B
02334 LOWER TWP CHAMBER OF COMMERCE	20-00697	03/10/20	MARCH LUNCHEON MTG	Open	25.00	0.00		
02402 MGL PRINTING SOLUTIONS	20-00654	03/06/20	PURCHASE ORDERS 3000	Open	901.00	0.00		
	20-00779	03/20/20	Homestead Benefit	Open	<u>286.00</u>	0.00		
					1,187.00			
02418 MAJESTIC SEWER AND DRAIN*	20-00706	03/12/20	3/10/20 TOWNHALL MAIN CLOG	Open	215.00	0.00		
02448 JOHN MACCARTER	20-00780	03/20/20	CONTRACTUAL REIMBURSEMENT V	Open	211.00	0.00		
02461 JOHN MAHER	20-00858	03/31/20	CONTRACTUAL REIMBURSEMENT M	Open	2,657.02	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02538 MARSH & MCLENNAN AGENCY, LLC*	20-00625	03/05/20	DNE \$25K INSURANCE BROKER	Open	2,083.33	0.00		B
02810 MOUNT CONSTRUCTION CO*	19-02035	07/16/19	ROSEANN PHASE 3 DNE \$2464865.0	Open	62,697.02	0.00		
02947 DONALD MURPHY	20-00756	03/18/20	CONTRACTUAL REIMBURSEMENT M	Open	720.00	0.00		
03008 NJ DEPT OF TREASURY/FEES	20-00751	03/17/20	ROSEANN AVE PUMP STATION	Open	3,153.75	0.00		
03026 NJ STATE HEALTH BENEFITS	20-00823	03/27/20	APRIL 2020 ACTIVE MED INS	Open	181,489.58	0.00		
	20-00824	03/27/20	APRIL 2020 RETIRED MED INS	Open	67,221.88	0.00		
					<u>248,711.46</u>			
03280 PARAMOUNT SANITARY SUPPLY*	20-00621	03/04/20	TOILET PAPER & PAPER TOWELS	Open	351.40	0.00		
	20-00686	03/10/20	EMERGENCY SUPPLIES	Open	303.38	0.00		
	20-00754	03/18/20	EMERGENCY SUPPLIES	Open	1,605.31	0.00		
					<u>2,260.09</u>			
03305 PEDRONI FUEL*	20-00833	03/27/20	NO LEAD GAS	Open	237.80	0.00		
03321 PATRICK MARTIN, ESQ	20-00716	03/12/20	CONFLICT PROSECUTOR	Open	500.00	0.00		
03518 RIGGINS, INC.*	20-00798	03/27/20	OFF HIGHWAY DIESEL	Open	255.46	0.00		
03573 SAFETY-KLEEN CORP*	20-00118	01/09/20	EQUIP MAINTENANCE/DPW	Open	483.11	0.00		
03660 SIRCHIE FINGERPRINT LAB. INV.*	20-00819	03/27/20	SINGLE USE FINGERPRINT STRIPS	Open	173.97	0.00		
03683 SNAP-ON TOOLS*	20-00323	01/29/20	REPAIR AIR LUG WRENCH	Open	530.00	0.00		
03692 SOUTH JERSEY GAS CO*	20-00869	04/02/20	2/17-3/18/20 NATURAL GAS	Open	6,279.11	0.00		
03695 SPECIALTY AUTOMOTIVE EQUIP INC*	20-00696	03/10/20	SERVICE CALL	Open	850.00	0.00		
03820 MUNICIPAL UTILIL. AUTH ON CALL	20-00752	03/17/20	ONE CALL CONCEPTS	Open	258.86	0.00		
03844 GIACOMO TROMBETTA	20-00837	03/30/20	CONTRACTUAL REIMBURSEMENT	Open	43.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03904	LOWE'S HOME CENTER INC*							
	20-00343	01/31/20	SUPPLIES/MATERIALS/FEB.	Open	482.60	0.00		
	20-00872	04/02/20	NO TOUCH THERMOMETERS	Open	<u>130.81</u>	0.00		PC1
					613.41			
03969	VERIZON							
	20-00852	03/31/20	3/13-4/12/20 LANDLINES	Open	254.33	0.00		
04054	FAMILY DOLLAR							
	20-00734	03/17/20	EMERGENCY SUPPLIES	Open	134.10	0.00		PC1
04097	CINTAS FIRST AID AND SAFETY*							
	20-00795	03/25/20	FACE MASK	Open	48.92	0.00		
04300	W B MASON CO INC*							
	20-00229	01/22/20	1/22/20 COPY PAPER	Open	101.97	0.00		
	20-00279	01/24/20	PAPER	Open	<u>339.90</u>	0.00		
					441.87			
6018	KENNETH BROWN							
	20-00796	03/27/20	REIMBURSEMENT-COACH	Open	129.05	0.00		
6028	JAMES RIDGEWAY							
	20-00757	03/18/20	CONTRACTUAL REIBURSEMENT V	Open	175.00	0.00		
6059	USABLE LIFE							
	20-00826	03/27/20	APRIL 2020 LIFE INS	Open	585.20	0.00		
6071	UNITED UNIFORMS LIMITED LIAB*							
	20-00475	02/18/20	SHIRTS - MAYOR/DEPUTY	Open	255.84	0.00		
7066	KETCHUM MFG CO INC*							
	20-00666	03/10/20	2020 DOG TAGS	Open	399.79	0.00		
7079	SUBURBAN PROPANE L P*							
	20-00753	03/17/20	PROPANE-FREEMAN DOUGLASS	Open	114.55	0.00		
7098	SHORE VETERINARIAN ANIMAL *							
	20-00159	01/10/20	RES 2020-16 DNE \$56K ANIMAL CO	Open	4,666.67	0.00		B
7119	ENGINEERING DESIGN ASSOC*							
	19-00359	01/30/19	RES 18-326 SCHELLENGERS LNDG	Open	9,439.75	0.00		B
7196	LAUREN HUGGINS SUIT*							
	20-00158	01/10/20	RES 2020-09 PUBLIC INFORMATION	Open	1,075.00	0.00		B
7354	FLEETPRIDE INC.*							
	20-00821	03/27/20	AIR SPRING	Open	427.80	0.00		
7457	SERVPRO OF CAPE MAY COUNTY*							
	20-00718	03/12/20	SERVPRO	Open	340.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7457 SERVPRO OF CAPE MAY COUNTY* Continued	20-00820	03/27/20	BIO HAZZARD CLEAN UP CAR123	Open	340.00	0.00		
					680.00			
7475 SUZANNE M SCHEID	20-00825	03/27/20	CONTRACT REIMB 3-27-20	Open	58.69	0.00		
7478 WINDSTREAM COMMUNICATION INC*	20-00790	03/20/20	PHONE SERVICE 3/8/20	Open	46.90	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	20-00154	01/10/20	RES # 2020-01 DNE \$34K	Open	2,833.33	0.00		
7508 BLANEY & KARAVAN PC*	20-00157	01/10/20	RES2020-05 MONTHLY DNE \$40K	Open	3,333.33	0.00		B
7649 RICHARD E. PIERSON MATERIALS*	19-03407	12/12/19	GRAVEL & SAND-BEACH ACCESS	Open	2,503.71	0.00		
7687 ENHANCED WEB SERVICES*	20-00794	03/25/20	QPA/GRANTS/MANAGER	Open	89.85	0.00		
7772 PIONEER ATHLETICS*	19-02823	10/21/19	LACROSSE GOALS (PAIR)	Open	910.00	0.00		
7929 AMAZON CAPITAL SERVICES, INC	20-00649	03/06/20	SUPPLIES	Open	835.91	0.00		
	20-00713	03/12/20	10 USER BUISNESS PRIME 3/20/20	Open	499.00	0.00		
	20-00714	03/12/20	OFFICE SUPPLIES	Open	33.39	0.00		
	20-00719	03/12/20	SUPPLIES	Open	107.05	0.00		
					1,475.35			
8088 PATRICIA CALFINA	20-00854	03/31/20	CONTRACTUAL REIMBURSEMENT M	Open	720.00	0.00		
8131 DOCUVAULT SECURE SHREDDING LLC	20-00851	03/31/20	3/16/20 SHREDDING	Open	96.00	0.00		
8146 IAAO	20-00517	02/21/20	ASSOCIATION DUES	Open	440.00	0.00		
8197 GREAT AMERICAN FINANCIAL SERV	20-00856	03/31/20	3/16/20 LEASE PAYMENT	Open	560.00	0.00		
8228 CAPE MAY SPIRITS LLC	20-00218	01/16/20	RETURN UNUSED ESCROW	Open	145.00	0.00		
8250 ALL PARTITIONS AND PARTS LLC	20-00545	02/26/20	CHAIR GLIDES	Open	14.12	0.00		
	20-00663	03/10/20	CHAIR GLIDES	Open	14.12	0.00		
					28.24			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8261 WEBSTAUANTSTORE	20-00729	03/14/20	COVID-19 SUPPLIES CONST GEAR	Open	1,421.92	0.00		PC1
8262 WALGREENS	20-00775	03/19/20	EMERGENCY SUPPLIES	Open	28.99	0.00		PC1
8264 JOSIE DELINSKI	20-00867	04/01/20	REGISTRATION REFUND	Open	15.00	0.00		
8265 HEATHER ROTH	20-00866	04/01/20	LACROSSE COACH	Open	39.05	0.00		
8266 WALMART INC.	20-00871	04/02/20	5 LAPTOPS CORVIN 19 REMOTE ACC	Open	2,510.34	0.00		PC1
8655 DOLLAR GENERAL	20-00774	03/19/20	EMERGENCY SUPPLIES	Open	42.25	0.00		PC1
8656 BIO BLASTING LLC*	20-00791	03/20/20	BIO BLASTING C-100 SPRAYER 2	Open	1,180.00	0.00		
	20-00859	04/01/20	5 CASE DISINFECT SPRAY	Open	1,951.25	0.00		
					3,131.25			
ABBA ABBA MEDICAL SUPPLY*	20-00730	03/14/20	COVID-19 EMERGENCY SUPPLIES	Open	1,661.46	0.00		
ROMANOW FRED ROMANOWSKI	20-00620	03/04/20	LACROSSE ASSIGNOR FEE	Open	100.00	0.00		

Total Purchase Orders: 103 Total P.O. Line Items: 0 Total List Amount: 708,476.73 Total Void Amount: 0.00

Vendor	Description	Amount
DIVISON OF PENSION	OCTOBER CORRECTION	\$202.11
	TOTAL Manual Checks	\$202.11
	TOTAL Computer Generated	\$708,476.73
	TOTAL BILL LIST	\$708,678.84

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.


Julie A. Picard, Township Clerk

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

RESOLUTION #2020-124

Title: **ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMAN LICENSE FOR THE YEAR 2020**

WHEREAS, James Brown t/a Mister Softee has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2020; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk be authorized to issue the following license for the year 2020, after inspection of the vehicle with the Police Department:

Ice Cream Peddling Salesman License

James Brown

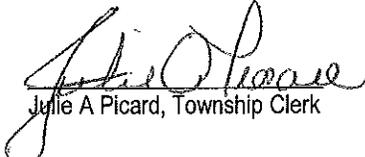
Ice Cream Peddling Business License

2011 Workhorse Vin #5B4KFD2D0B3444064

BE IT FURTHER RESOLVED, that anyone selling in conjunction with the above license shall do so only upon proper application and license approval by the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.


Julie A Picard, Township Clerk

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

RESOLUTION #2020-125

Title A RESOLUTION AUTHORIZING THE ACCEPTANCE OF COPS IN SHOPS FUNDING
SUMMER SHORE INITIATIVE 2020

WHEREAS, the Township of Lower has applied for and obtained a grant – Grant # AL-20-45-05-03 from the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control to run the Cops in Shops Summer Shore Initiative 2020 for the period of May 20,2020 through September 15, 2020.

NOW THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize the grant agreement AL-20-45-05-03 in the amount of \$3,520.00 , and does further authorize the execution of the grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below , or their successors in said titles, are authorized to sign the agreement and any other documents necessary in connection therewith:


Frank Sippel, Mayor

William Mastriana, Chief of Police

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.


Julie A Picard, Township Clerk



STATE OF NEW JERSEY

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. BOX 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
WWW.NJ.GOV/OAG/ABC

PHILIP D. MURPHY
Governor

GURBIR S. GREWAL
Attorney General

SHEILA Y. OLIVER
Lt. Governor

JAMES B. GRAZIANO
Acting Director

February 5, 2020

Chief William Mastriana
Lower Twp. Police Department
405 Breakwater Road
Erma, New Jersey 08204

RE: COPS IN SHOPS FEDERAL FISCAL YEAR 2020
GRANT #AL-20-45-05-03
PROGRAM: SUMMER SHORE INITIATIVE 2020

Dear Chief Mastriana:

The Division of Alcoholic Beverage Control ("ABC") is pleased to accept your municipality's application for grant funds to participate in Cops In Shops FFY 2020. This Initiative is supported by FFY 2020 National Priority Safety Programs (CFDA NO. 20,616) funding from the Department of Transportation, National Highway Traffic Safety Administration.

GRANT AWARD

After careful consideration of your application, ABC has allocated \$3,520.00 to your municipality for the assignment of officers to Cops in Shops details during the **Summer Shore Initiative 2020**. This figure is based on 2-officer teams conducting 4-hour details at the reimbursement rate of \$55.00 per hour per officer. The program period is from May 20, 2020 through September 15, 2020.

Details are authorized to be conducted at the following cooperating plenary distribution licensees located in your municipality:



Neither ABC nor any other State agency will be responsible for any funds expended or liabilities incurred in excess of the amount set forth above. This subaward is subject to the requirements set forth in all applicable Federal and State statutes and regulations and the Award Conditions included with your application. This subaward also incorporates all conditions and representations contained or made in the application and notice of award.

The municipality agrees that the failure to comply with the agreement as set forth in the application could result in the forfeiture of the right to receive these funds. Each municipality should consult with its municipal attorney in connection with any legal or liability issues that may be related to this project.

PROGRAM FORMS – ENCLOSED

As a condition of funding to implement the Cops in Shops program, the municipality agreed to complete all Program Forms in an accurately and timely manner. It is imperative that program participants follow the instructions regarding completion and submission of the Monthly Reimbursement Forms, Summary of Arrest Forms and Arrest/Citation Report Forms. Failure to do so could affect reimbursement. **Please do not utilize forms from past programs.**

MUNICIPAL RESOLUTION

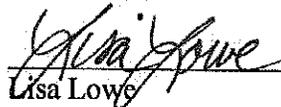
Each municipality is required to pass a resolution and submit a copy to ABC, authorizing the acceptance of Cops in Shops funding, prior to reimbursement. The resolution must state your municipality's specific allotment amount. Municipalities should submit these to Office Manager Lisa Lowe as soon as possible. **Without a municipal resolution, your municipality will not be reimbursed for Cops in Shops details.**

Should you have any questions regarding this grant or any Cops in Shops related issues, please contact me at (609) 376-9673 or Lisa.Lowe@njoag.gov.

Very truly yours,

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By:



Lisa Lowe
Office Manager – Investigations Bureau

c: Lt. Douglas Whitten, via e-mail only, with Program Forms attached

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

RESOLUTION #2020-126

Title: APPROVAL OF CHANGE ORDER #1 TO MOUNT CONSTRUCTION COMPANY FOR ROSEANN AVENUE ROADWAY AND UTILITY IMPROVEMENTS PHASE 3

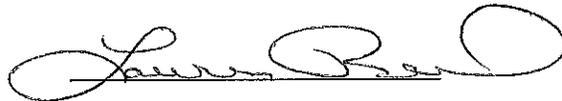
WHEREAS, Mount Construction was awarded on June 10, 2019 by Resolution #2019-210 the Roseann Avenue Roadway and Utility Improvements Phase 3 in the amount of \$2,464,865.00; and

WHEREAS, Mount Construction has provided a proposal for additional costs incurred by the Contractor, through no fault of their own, for additional costs for additional services, and a time extension resulting in a net increase of \$48,039.05 and an extension to the contract period of 141 calendar days; and

WHEREAS, the Township Council desires to approve the additional expenses and time extension and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord # 18-05 C-04-55-421-100

Signature:

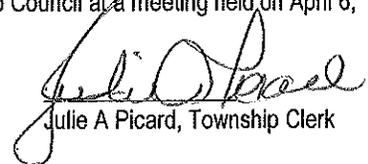


Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the net increase amount of \$48,039.05 bringing the total contract amount to \$2,512,904.05, and the revised Contract Completion Date will be May 8, 2020 is hereby approved.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.



Julie A Picard, Township Clerk



Gary Douglass, CPWM
 Public Works Superintendent
 Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251

Via email at gdouglass@townshipoflower.org

Your Reference
 Roseann Avenue Roadway
 and Utility Improvements,
 Phase 3, Contract M-13

Our Reference
 398225

211 Bayberry Drive
 Suite 1A
 Cape May Court House NJ
 08210

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

Change Order No. 1
Roseann Avenue Roadway and Utility Improvements, Phase 3
Contract M-13
Township of Lower, Cape May County

March 23, 2020

Dear Mr. Douglass:

As previously discussed, we are submitting a change order from Mount Construction Co., Inc. for additional costs and time extension for twelve (12) separate additional work efforts (CO-1.1 thru CO-1.12) that were required to address changed/unforeseen conditions that were above and beyond the scope of contract work. We have reviewed Change Order No. 1, discussed with the contractor and the Township, and authorized the contractor to proceed, as the changes were necessary to complete the project work.

This change order includes the following additional work items:

- CO-1.1: Additional costs incurred by the Contractor to remove and replace the storm main and support the water main due to the variation in location (plan to field) of the existing water main and its actual location on top of the storm main. Work commenced on 9/26/19.
- CO-1.2: Additional costs incurred by the Contractor to remove and replace the storm main and support the water main due to the variation in location (plan to field) of the existing water main and its actual location on top of the storm main. Work commenced on 10/17/19.
- CO-1.3: Additional costs incurred for downtime associated with the presence of an unmarked high voltage electric cable within the shoring limits of the proposed grit chamber. Downtime was spent in identifying ownership of the utility cable and establishing whether it was live/active or dead/abandoned. Downtime experienced on 11/4/19.
- CO-1.4: Additional costs incurred to isolate and remove the existing water main due to the variation in location (plan to field) of the existing water main and its actual location within the shoring limits of the proposed grit chamber. Work included the removal of approximately



35 linear feet of 8-inch PVC water main. Work commenced on 11/4/19.

- CO-1.5: Additional costs incurred to isolate and remove an existing water main stub at Sta. 24+98 that was not shown on the plans or reflected in the water main as-builts provided by the LTMUA. Work commenced on 11/6/19.
- CO-1.6: Additional costs incurred by the Contractor to install a horizontal support (kicker) on the existing water main as directed by the LTMUA. Work commenced on 11/6/19.
- CO-1.7: Additional costs incurred to de-ice and re-prime dewatering pumps. Due to the conflict with the high voltage electric cable and the proposed grit chamber, pumps were shut down for an extended period time while the conflict was being resolved. This shutdown caused the pumps to freeze up and required additional work to de-ice and re-prime pumps to restart dewatering operations required for the grit chamber installation. Work commenced on 1/21/20.
- CO-1.8: Additional costs incurred to seal the existing 30-inch tee in the 60-inch storm main that fell outside of the easterly side of the proposed grit chamber location. Work included patching and sealing of the 30-inch opening and backfilling the repair with flowable fill. Work commenced on 1/23/20.
- CO-1.9: Additional costs incurred to isolate and remove the existing water main due to the variation in location (plan to field) of the existing water main and its actual location within the limits of storm main removal. Work included the temporary removal of 120 linear feet of 8-inch water main and various services. Work commenced on 1/27/20.
- CO-1.10: Additional costs incurred by the Contractor to connect existing corrugated metal pipe with proposed ductile iron pipe at the grit chamber location along Bayshore Road in lieu of construction a precast concrete manhole. Work commenced on 2/4/20.
- CO-1.11: Additional costs incurred to install and test 108 linear feet of 8-inch water main and appurtenant connections. This pipe was temporarily removed due to its conflict with the storm main and grit chamber installation. Work commenced on 2/5/20.
- CO-1.12: Additional costs incurred by the Contractor to excavate a temporary service saddle and shutoff and to reconnect to water main. Work commenced on 2/10/20.

This change order (Change Order No. 1) results in a net increase to the Contract Price of \$48,039.05 and an extension to the contract period of one hundred forty-one (141) calendar days.

Upon execution of this change order the revised Contract Price will be \$2,512,904.05, the revised Contract Period will be three hundred twenty-one (321) calendar days and the revised Contract Completion Date will be May 8, 2020.

Once signatures have been obtained please return two (2) copies of Change Order No. 1 to our office.



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

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Mark R. Sray', written in a cursive style.

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

Encl.

cc: Jim Ridgway, Manager (via email)
Julie Picard, RMC, Municipal Clerk (via email)
Margaret Vitelli, RPPS, QPA, Purchasing Agent (via email)
Colleen Crippen, Coordinator of Federal & State Aid (via email)
Bob Mainberger, PE, Mott MacDonald (via email)
Tim Clarke, Mott MacDonald (via email)
Mike Mazzarella, VP, Mount Construction Co., Inc. (via email)
Shawn Carr, PE, CME, Mott MacDonald (via email)

PW398225\Construction\Change Order\No. 1W-13-gd0323.20 Change Order No. 1.docx

CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 1	DATE: March 23, 2020
<u>Project Description</u> Roseann Avenue Roadway and Utility Improvements, Phase 3 Contract No. M-13 Township of Lower, Cape May County	

REASON FOR CHANGE ORDER: See Below.					
Item No.	Description	Quantity	Unit Price	Additions	Deductions
CO-1.1	Additional costs to remove existing storm sewer due to the location of the existing water main on top. Work commenced on 9/26/19. See attached.	1	Lump Sum	\$3,588.32	
CO-1.2	Additional costs to remove existing storm sewer due to the location of the existing water main on top. Work commenced on 10/17/19. See attached.	1	Lump Sum	\$7,446.90	
CO-1.3	Additional downtime costs due to location of an unmarked electric primary cable in the footprint of Grit Chamber No. 3. Downtime occurred on 11/4/19. See attached.	1	Lump Sum	\$2,859.51	
CO-1.4	Additional costs to isolate and remove existing watermain at the proposed grit chamber location. Work commenced on 11/4/19. See attached.	1	Lump Sum	\$4,765.85	
CO-1.5	Additional costs to isolate and remove existing watermain stub at Station 24+98. Work commenced on 11/6/19. See attached.	1	Lump Sum	\$953.17	
CO-1.6	Additional costs to install kicker on watermain. Work commenced on 11/6/19. See attached.	1	Lump Sum	\$952.01	
CO-1.7	Additional costs to de-ice and re-prime dewatering pumps that were shut down during conflict resolution with the unmarked electric primary cable. Work commenced on 1/21/20. See attached.	1	Lump Sum	\$3,805.58	
CO-1.8	Additional costs to seal existing 30-inch tee in stormwater main that was to remain in place west of the proposed grit chamber. Work commenced on 1/23/20. See attached.	1	Lump Sum	\$7,203.92	
CO-1.9	Additional costs to remove existing water main due to its location above the existing storm water main to be removed. Work commenced on 1/27/20. See attached.	1	Lump Sum	\$7,595.93	
CO-1.10	Additional costs to connect existing CMP pipe with proposed ductile iron pipe in lieu of a precast concrete manhole. Work commenced on 2/4/20. See attached.	1	Lump Sum	\$3,188.61	
CO-1.11	Additional costs to install and test 108 linear feet of 8-inch PVC water main and appurtenant connections. Work commenced on 2/5/20. See attached.	1	Lump Sum	\$4,732.71	
CO-1.12	Additional costs to excavate temporary service saddle and shutoff on water main. Work commenced on 2/10/20. See attached.	1	Lump Sum	\$946.54	
Sub-Total:				\$48,039.05	
Total Change Order No. 1 Value:				\$48,039.05	

The undersigned certifies that execution of this change order and receipt of indicated payments fully satisfies all claims for additional work and contract delays associated with same, and no further claims related to the work associated with this change order will be forthcoming in the future.

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

RESOLUTION #2020-127

Title: **A RESOLUTION AUTHORIZING THE INDEMNIFICATION AND DEFENSE OF A LOWER TOWNSHIP EMPLOYEE IN ACCORDANCE WITH CHAPTER 25, DEFENSE AND INDEMNIFICATION, OF THE CODE OF THE TOWNSHIP OF LOWER**

WHEREAS, the Township of Lower has been formally served with a Civil Complaint filed in the Cape May County Superior Court, Docket Number CPM-L-000088-20 (hereinafter the "Lawsuit"), naming the Township of Lower (hereinafter the "Township") and an individual employed by the Township as Defendants; and

WHEREAS, the individual named in the Civil Complaint as a defendant in his individual and official capacity is Chief of Police William Mastriana (hereinafter the "Individual Defendant"); and

WHEREAS, pursuant to N.J.S.A. 59:10-4 and Chapter 25, Defense and Indemnification, of the Code of the Township of Lower (the "Township Code"), the Township will indemnify and hold harmless its present and former employees, appointees, and elected officials from any liability arising out of acts performed by them, or any of them, during the ordinary course of their duties and within the scope of their employment or authority; and

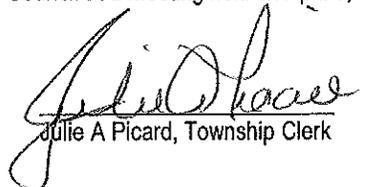
WHEREAS, the Township Council of the Township of Lower determines that it is in the best interests of the Township to indemnify and hold harmless the Individual Defendant, Chief of Police William Mastriana, in accordance with and subject to the terms and provisions of the Township Code, against any and all claims and damages, including punitive damages, as the alleged acts do not constitute actual fraud, actual malice, willful misconduct or an intentional wrong doing as provided for in the New Jersey Tort Claims Act, N.J.S.A. 59:10-1 et seq.

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

1. That the Individual Defendant, Chief of Police William Mastriana, shall be indemnified and held harmless in accordance with the Township Code and above recital paragraphs which are incorporated herein by reference.
2. The Township Solicitor, Township Labor Counsel, and/or special appointed counsel are hereby authorized to defend the Individual Defendant in connection with the Litigation.
3. This Resolution shall take effect immediately.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.


Julie A. Picard, Township Clerk

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

RESOLUTION #2020-128

Title: **A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR ENGINEERING SERVICES FOR THE RECONSTRUCTION OF STAR AVENUE FROM CAROLINE AVENUE TO GREENWOOD AVENUE**

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Remington & Vernick Engineers have provide a proposal for engineering services for the Reconstruction of Star Avenue from Caroline Avenue to Greenwood Avenue in the amount of NOT TO EXCEED \$73,770.00 consisting of the following services and the purchase order sign-off will be under the direction of the Gary Douglass, Superintendent of Public Works; and

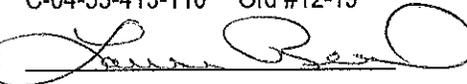
- Survey, Drafting and Engineering Design
- Street Coring for Pavement Design
- Preparation of Contract Documents
- Public Bidding and Award Phase Services
- Permitting Applications – Soil Erosion Control

TOTAL PROPOSAL NOT TO EXCEED \$73,770.00

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

Appropriation: C-04-55-413-110 Ord #12-19

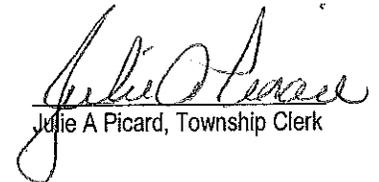
CFO Signature:



NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Proposal in the form attached hereto in the amount of Not To Exceed \$73,770.00 to Remington Verick Engineering Services is hereby approved.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	x		x				
COOMBS		x	x				
ROY			x				
PERRY			x				
SIPPEL			x				

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 April 6, 2020.


Julie A Picard, Township Clerk



REMINGTON
& VERNICK
ENGINEERS

4907 New Jersey Avenue
Wildwood, NJ 08260
O: (609) 522-5150
F: (609) 522-5313

Revised March 27, 2020
VIA EMAIL ONLY

Gary Douglass, Superintendent
Department of Public Works
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Subj: Township of Lower
FY2020 NJDOT State Aid Reconstruction of Star Avenue
(Caroline Avenue to Greenwood Avenue)
M2020-087**

Dear Mr. Douglass:

It was a pleasure meeting with you on March 16, 2020 to review the project scope. We have reviewed the NJDOT application documents, conducted a site inspection and reviewed the construction cost estimate provided. The estimate, as submitted to the NJDOT, was in the amount of \$807,614.75 and it is our understanding that the Township has received \$185,000.00 in grant funding from NJDOT for 2020. It is our further understanding that the Township will proceed with the entire length of the project at this time.

The proposed project includes the Reconstruction of Star Avenue from Caroline Avenue to Greenwood Avenue, approximately 3,600' or 0.68 miles. The street is an old "oil and stone" type surface, in "poor" condition, is relatively flat, has minimal cross slope, exhibits areas of ponding, and is in need of reconstruction. The LTMUA has water and sewer in the street, and RVE will coordinate with the LTMUA and all Utility Companies as to the condition of their infrastructure. The scope of work of the project will include:

- Full depth reconstruction of the street
- Regrading of the street where possible to minimize or eliminate street ponding
- Reshaping of the cross section where possible to create a "crown" in the cross section
- The cross slope in the street section North of Fulling Mill road shall be maintained
- Limited storm drainage improvements may be required at East Drumbed Road and East Wilde, pending further investigation. We would suggest that the Township video the existing pipe in this area to confirm the condition. It is our understanding the Township and the LTMUA have the equipment and capability to perform this video work. We would also request that the Township provide any as-built information of the existing storm drainage
- Driveways, walks and street side improvements impacted by the work will be restored
- Striping and stop bars will be replaced

The goals of the project will be to greatly improve the rideability for vehicles and bicycles, improve the walkability for pedestrians, reduce or eliminate street ponding, and provide a much-improved street for years to come.

Remington & Vernick Engineers is pleased to submit this scope of work and budget to perform the surveying, engineering and bidding services for the Township of Lower for the above-referenced project.

Engineering Services

- Survey, Drafting and Engineering Design
- Street Coring for Pavement Design
- Preparation of Contract Documents
- Public Bidding and Award Phase Services
- Permitting Applications – Soil Erosion Control

TOTAL ESTIMATED FEE-

TIME AND MATERIALS NOT TO EXCEED

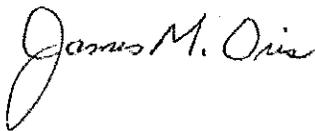
\$ 73,770.00

We propose to provide these services on a Time and Materials (Hourly) Not to Exceed Fee Basis. We have also included our Hourly Rate Sheet, for your use and information. Work outside of the above scope of services will be provided, only with Owner's prior consent, to be determined at such time. We have excluded any work associated with utility company improvements, other than coordination. In addition, if road opening permits are required by Cape May County, these permits will be applied for and issued to the contractor awarded the project. Lastly, we have excluded any application fees associated with permits. For your easy reference, we have included our Construction Cost Estimate dated March 24, 2020 in the amount \$ 985,292.00 inclusive of a 10% Construction Contingency. Please note this estimate is a more detailed estimate and is higher than the previously prepared estimate. Per your request, RVE will provide a scope and budget letter for construction phase services, following completion of the design and bidding phase. Upon authorization from the Township, we are prepared to begin work immediately.

Thank you for the opportunity to submit this scope and budget letter and we look forward to working with you on this worthwhile project. Should you have any questions or require additional information, please do not hesitate to contact me in our Wildwood office at (609) 522-5150.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.



James M. Oris, P.E., P.P., C.M.E., C.F.M., C.P.W.M.
Regional Manager
JMO/nab
Enclosure

cc: James Ridgway, Administrator
Mayor and Council
Julie Picard, RMC, Township Clerk
Ray Roberts, RVE
Charles Adamson, RVE
Edward Dennis, Jr., RVE
Tina Marie Scott, RVE

SCHEDULE OF BILLABLE HOURLY RATES

2020

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring a consulting expense. Fees are all project-related, established at the initiation of the project or as the scope of the project can be defined. Prior to client authorization, a detailed proposal, including a scope of services, will be prepared for all Capital Projects. All proposals are subject to negotiation and approval.

ENGINEERING

Regional Engineer/Manager	\$165
Engineering Department Head	\$160
Project Manager, LSRP	\$160
Project Manager/Engineer	\$155
Project Engineer	\$150
Senior Engineering Technician	\$120
Engineering Technician	\$95
Technical Aide	\$65

PLANNING

Planning Manager	\$160
Project Planner	\$155
Senior Landscape Architect/Planner	\$140
Landscape Architect/Planner	\$120

Principal \$175

Mileage Commensurate in accordance with IRS Regulations

CONSTRUCTION MANAGEMENT & OBSERVATION

CM & Observation Department Head \$140

Construction Management Personnel

Project Manager \$130
Construction Manager \$115

Observer Personnel

Observer Supervisor \$130
Resident Observer NICET IV \$127
Observer NICET II/III \$120
Observer \$115
Contract Administrator \$110

SURVEY, CADD & GIS

Field Personnel

Surveyor \$105
Party Chief \$100
Transit/Rod Person \$95

Office Personnel

Survey/CADD Department Head \$140
Survey Manager \$135

CADD/GIS Manager \$135
Senior CADD/GIS Technician \$120
CADD/GIS Technician \$105

AGREEMENT

THIS AGREEMENT, made and executed, on this 6 day of April 2020 by and between **REMINGTON & VERNICK ENGINEERS**, a New Jersey corporation, with principal offices located at 4907 New Jersey Avenue, Wildwood, NJ 08260, hereinafter referred to as "CONSULTANT," and **TOWNSHIP OF LOWER**, with principal offices located at 2600 Bayshore Road, Villas, NJ 08251, hereinafter referred to as "CLIENT."

WITNESSETH that CONSULTANT and CLIENT in consideration of the promises and covenants contained herein, hereby agree, covenant and promise as follows:

1. Services and Compensation in General.

CONSULTANT shall hold available to CLIENT all officers, employees and facilities of CONSULTANT to perform all engineering services normally provided by the CONSULTANT as requested by CLIENT and as more fully set forth in CONSULTANT'S Proposal for the **FY2020 NJDOT State Aid Reconstruction of Star Avenue (Caroline Avenue to Greenwood Avenue)**, a copy of which is attached hereto as **EXHIBIT A** and made a part hereof. CLIENT shall compensate CONSULTANT for any and all engineering services requested by CLIENT and performed by CONSULTANT in accordance with the terms of this Agreement and as set forth in the Proposal.

2. Costs and Expenses.

All costs and expenses incurred by CONSULTANT shall be borne solely by CONSULTANT unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the CLIENT.

3. Scope of Services.

- A. CONSULTANT shall, at the request of the CLIENT, provide engineering, planning, surveying services and/or contract operations services as specified in the scope of services as provided in the Proposal provided by CONSULTANT and attached as EXHIBIT A.
- B. CONSULTANT's services are for the sole and exclusive benefit of the CLIENT and no third party beneficiary is intended. The provision of these services by CONSULTANT shall not relieve others of their responsibility to the CLIENT.

4. CLIENT Responsibilities.

The CLIENT shall:

- A. Provide full information as to its requirements for any project which it requests CONSULTANT'S services.
- B. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the site of any project, including prior reports and any other data relative or necessary to the design or the construction of said project.
- C. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform his work.
- D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented and produced by CONSULTANT in furtherance of CONSULTANT'S duties under this Agreement and provide, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- E. Advertise for proposals from bidders, open the proposals at the appointed time and place in accordance with the applicable rules and laws, and pay for all costs incidental thereto.

- F. Provide such legal, accounting and insurance counseling support services as may be required for any and all projects for which CONSULTANT'S services are required and/or a proposal is approved.
- G. Designate in writing a person to act as the authorized representative with respect to any and all work to be performed by CONSULTANT. CLIENT'S authorized representative shall have complete authority to transmit instruction, receive information, interpret and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.
- H. Give prompt written notice to CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in any project which CONSULTANT is providing services.
- I. Obtain approval of any and all governmental authorities having jurisdiction over any and all projects and any and all approvals and consents from such other individuals or bodies as may be necessary to complete the project. CLIENT is further responsible for any and all fees required by any governmental agency related to any project for which CLIENT is utilizing CONSULTANT'S services.

5. Compensation to CONSULTANT

CONSULTANT will be compensated by CLIENT as detailed in CONSULTANT'S Proposal and as approved by CLIENT. CONSULTANT shall be compensated via one of the two options as provided below in subsections A and B.

A. Hourly Rates

All services rendered by CONSULTANT, will be compensated on the basis of the hourly rates for personnel performing the services as set forth in CONSULTANT'S proposal in an amount not to exceed **Seventy Three Thousand Seven Hundred Seventy Dollars and 00/100 (\$73,770.00)**.

B. Fixed Fee

When it is possible to define precisely the scope of any project and the services to be performed by CONSULTANT, a fixed fee based on estimated services required and other factors considered relevant by the parties may be determined and agreed upon for total compensation. In the event a fixed fee arrangement is agreed upon by the parties, progress payments will be made by CLIENT on a percentage of completion basis as described within the specific project proposal and as set forth in the proposal attached hereto.

CLIENT will only make direct payment to consultants that it directly engages. CONSULTANT shall be responsible for payment to any and all sub-consultants it retains in connection with services provided to CLIENT provided said sub-consultants are not directly contracted by the CLIENT. CONSULTANT reserves the right to add an administrative fee of ten per cent (10%) to any services provided by a sub-consultant for any work authorized by CLIENT under this Agreement.

6. Payment to CONSULTANT

A. Hourly Billing

i. Invoices shall be submitted by CONSULTANT to the CLIENT on a monthly basis.

ii. CONSULTANT shall append to each invoice for payment a detailed breakdown of services and charges in accordance with this Agreement.

B. CLIENT shall make payment to CONSULTANT within thirty (30) days of receipt of the invoice for payment by CLIENT. Payments not made within thirty (30) days of receipt of voucher for payment shall be assessed an interest rate of 1.5%, unless otherwise

prescribed for by State law. No deduction shall be made from CONSULTANT'S compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on account of the cost of changes in the work other than those for which CONSULTANT is directly responsible.

- C. Disputes of invoices for payments, or portions thereof, shall be brought to CONSULTANT'S attention in writing within fifteen (15) days of the receipt of the invoice for payment by CLIENT.

7. Changes in Scope.

At any time either party may give the other party notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated. All fees payable under the terms of the Agreement shall be effective until the approval of the renegotiation of fees. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both parties. In the event the parties are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. CLIENT Requests; Private Request.

The CONSULTANT shall respond to only those requests by the CLIENT'S authorized representative, but in no case shall respond to, or provide any services or work hereunder upon the request of any private citizen, person, firm, or other entity, except as expressly authorized in writing by CLIENT.

9. Filing of Deliverables with the CLIENT

CONSULTANT will deliver, by way of filing to the CLIENT a true copy of all maps, charts, documents, work sheets and data for which CONSULTANT has been compensated by the CLIENT, hereinafter "Deliverables". CONSULTANT will also deliver an electronic version, in

PDF Format (unless another electronic format is requested by CLIENT through RFP or as set forth in CONSULTANT's Proposal), of all Deliverables. Should CLIENT desire additional Reproduction of Deliverables, beyond as set forth herein, either hard copy or electronic format, CLIENT shall bear the cost for reproduction as indicated in the attached schedule of reproduction costs.

10. Limitation of Liability

To the fullest extent permitted by law, the CLIENT agrees to limit CONSULTANT'S liability to the CLIENT, it's agents, officers or employees on any and all projects or related to the professional services CONSULTANT provides for CLIENT, due to CONSULTANT'S professional sole negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect, consequential or the result of contract, tort, indemnification or contribution which results in bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) such that the total aggregate liability of CONSULTANT shall not exceed \$15,000.00 or CONSULTANT'S total fee for services rendered on any specific project or service, whichever is higher. CONSULTANT's liability for reasonable and necessary defense costs incurred by the indemnified persons shall be limited to the extent caused by the sole negligent acts, errors or omissions herein and recoverable under applicable law on account of CONSULTANT's negligence.

11. No Damage for Delay

CONSULTANT and the CLIENT waive consequential damages for claims, disputes, delays or other matters in question, arising out of or relating to this Agreement including but not limited to any monetary damages that are alleged to be the result of any delay which is not the fault of the CLIENT. The CLIENT further agrees to obtain by contract, to the fullest

extent permitted by law, similar waivers from any and all Contractors and subcontractors, if any, to any and all work for which CONSULTANT provides services to CLIENT.

12. Waiver of Construction Phase Services

If CLIENT does not retain CONSULTANT to render construction phase services, CLIENT waives any claim it may have against the CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any loss or liability, including attorney's fees and other costs of defense, arising out of or related to the interpretation of CONSULTANT'S plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in CONSULTANT'S plans and specifications.

13. Dispute Resolution

A. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement without the need for any intervention of third parties. However, should the parties be unable to resolve disputes amicably without intervention, the parties shall attempt to resolve any and all disputes through mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation.

B. Either party may commence the mediation process by providing to the other party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation session

shall be held within thirty (30) days after the initial notice. The parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

- C. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- D. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

14. Insurance

CONSULTANT shall procure, and further require any and all sub-contractors and sub-consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CLIENT of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies approved to do business in the State of New Jersey, which may be provided in a combination of primary and excess policies. The insurance carriers shall have a Best's rating of "A-" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other

evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 30 days prior written notice to the CLIENT in accordance with the policy terms and conditions.

A. Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) / \$2,000,000 aggregate, including products/completed operations and contractual liability insurance.

B. Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

C. Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

D. Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for CONSULTANT and not less than \$2,000,000 for any licensed professional retained by CONSULTANT against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of CONSULTANT, its licensed professionals, subconsultants, contractors or subcontractors.

CONSULTANT shall furnish to the CLIENT within ten (10) days of the effective date of this Agreement, Certificates of Insurance representing insurance coverages as set forth above, together with declaration pages, in a form satisfactory to the CLIENT.

15. Waiver of Subrogation

To the extent damages experienced by CLIENT or CONSULTANT are covered by property or casualty insurance, CLIENT and CONSULTANT waive all rights against each other, their agents, consultants and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses to the extent permitted by law. CLIENT shall require similar waivers of their contractor and its subs contractors and suppliers and consultants of any tier as to CONSULTANT to the extent permitted by law. The Parties shall advise their property and casualty carriers in writing as to such waivers.

16. Law and Venue

The law which shall be used to interpret this Agreement, including the 'Choice of Law' Rules shall be the law of the jurisdiction where CONSULTANT has its principal office for business.

The parties hereby agree that CONSULTANT may only be sued in the State of New Jersey and only in the Camden County Superior Court or the 3rd District of New Jersey Federal Court. The parties also agree that in the event of a suit that a determination as to the outcome of the suit shall be made by a jury.

17. Term & Termination

A. The term of this Agreement shall commence as of the date and year first above written and shall continue until completion of the services CONSULTANT shall provide for the project for which the Proposal was written.

B. Either party may terminate the Agreement for convenience upon thirty (30) days written notice. Notwithstanding the foregoing, either the CLIENT or CONSULTANT may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within twenty (20) working days following its receipt of such written notice. CONSULTANT will be compensated for its Services rendered to the date of termination. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provisions of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

18. **NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.**

19. Miscellaneous

A. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof only. The express terms of this Agreement control and supersede any course of performance inconsistent with any of its terms. This Agreement may not be modified or amended other than in writing signed by the CONSULTANT and the CLIENT.

- B. Notice. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be sufficient, if in writing, and either (i) delivered personally to the authorized representative of either the CONSULTANT or the CLIENT, or (ii) sent by certified mail, postage pre-paid, return receipt requested, and regular mail, first class.
- C. Waiver. The failure of the CONSULTANT or CLIENT to insist upon strict performance of the covenants and conditions contained herein shall not be deemed a waiver of the right of the CONSULTANT or CLIENT to insist on the strict performance of such covenants or conditions at any other time. Any waiver by the CONSULTANT or CLIENT of any breach or violation of this Agreement shall not operate or be interpreted, therefore, as a waiver of any subsequent breach or violation of this Agreement.
- D. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provisions of this Agreement.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have caused this Agreement to be executed the day and year first above written.

ATTEST:

REMINGTON & VERNICK ENGINEERS

Amanda Morris

Leonard A. Faiola

Leonard A. Faiola, PE, PP, CME
Principal

ATTEST:

TOWNSHIP OF LOWER

John O'Leary

Reginald P.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2020-129 TO AMEND BUDGET

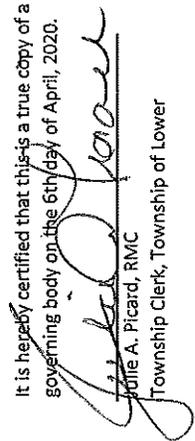
WHEREAS, the local municipal budget for the year 2020 was approved on the 3rd day of February, 2020; and
WHEREAS, the public hearing on said budget and amendment have been held as advertised; and
WHEREAS, it is desired to amend said approved budget; now
THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May
that the following amendments to the approved budget of 2020 be made:

Recorded Vote	Ayes	Nays	Abstained	Absent
Conrad	X			
Coombs	X			
Roy	X			
Sippel	X			
Perry	X			

CURRENT FUND:	FROM	TO
ANTICIPATED REVENUES:		
1. Surplus Anticipated	\$ 4,233,800.00	\$ 4,186,359.00
Total Surplus Anticipated		
3. Miscellaneous Revenues		
Section B: State Aid Without Offsetting Appropriations		
Garden State Trust	\$ 87,437.00	\$ 134,878.00
TOTAL SECTION B: State Aid Without Offsetting Appropriations	\$ 1,563,228.00	\$ 1,610,669.00
3. Total Miscellaneous Revenues	\$ 4,276,213.50	\$ 4,323,654.50
7. Total General Revenues	\$ 30,495,199.69	\$ 30,495,199.69

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services for his certification of the local municipal budget so amended.

It is hereby certified that all additions and math in this amendment are correct.

Lauren Read, CFO, Township of Lower

 Julie A. Picard, RMC
 Township Clerk, Township of Lower

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing body on the 6th day of April, 2020.

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

RESOLUTION #2020-131

Title: **A RESOLUTION PROHIBITING HOTELS, MOTELS, GUEST HOUSES, AND PRIVATE RESIDENCES FROM ACCEPTING NEW TRANSIENT GUESTS OR SEASONAL TENANTS, AND URGING SECOND HOMEOWNERS AND OUT-OF-COUNTY RESIDENTS TO REFRAIN FROM TRAVELING TO THE TOWNSHIP OF LOWER IN LIGHT OF THE ONGOING CORONAVIRUS PUBLIC HEALTH EMERGENCY**

WHEREAS, in or about December of 2019, the emergence of the novel Coronavirus (Covid-19) was first discovered in the City of Wuhan, Hubei Province, People's Republic of China, and it was recognized to be a severe, potentially fatal, highly infectious respiratory illness that was suspected of human-to-human transmission; and

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of the novel Coronavirus (Covid-19) to be a Public Health Emergency of International Concern as human-to-human transmission of the Coronavirus was confirmed, and outbreaks the Coronavirus began to spread to numerous other countries throughout the world; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared the novel Coronavirus to be a United States Public Health Emergency

WHEREAS, on February 3, 2020, New Jersey's Governor, Philip D. Murphy, issued Executive Order 102 establishing the New Jersey Coronavirus Task Force in an effort to monitor the spread of the Coronavirus within the State of New Jersey, the United States of America, and the entire world in order to facilitate necessary and appropriate action to ensure the safety and security of the residents of the State of New Jersey; and

WHEREAS, on March 4, 2020, the State of New Jersey reported the first confirmed positive case of Coronavirus throughout the State; and

WHEREAS, on March 9, 2020, Governor Murphy issued Executive Order 103 declaring a State of Emergency and a Public Health Emergency in response to the outbreak of the novel Coronavirus within the State of New Jersey; and

WHEREAS, on March 13, 2020, the President of the United States of America formally declared the outbreak of the novel Coronavirus to constitute a National Emergency pursuant to the National Emergencies Act (50 U.S.C. § 1601, et seq.); and

WHEREAS, on March 16, 2020, Governor Murphy issued Executive Order 104 enacting several "social distancing" regulations, including but not limited to, limiting public gatherings to no more 50 people, closing educational facilities, closing various recreation and entertainment based businesses, imposed restrictions on scope of service and hours of operation for other non-essential retail, recreational, restaurant/bars and entertainment businesses; and

WHEREAS, on March 21, 2020, Governor Murphy issued Executive Order 107 which expanded the social distancing regulations set forth within Executive Order 104, including but not limited to, directing all New Jersey residents to remain in their home or place of residence with specific limited exceptions, prohibited gatherings of any size, closed all non-essential retail businesses and identified essential businesses permitted to continue to operate subject to specific limitations, and reiterated and strengthened social distancing requirements when in public; and

WHEREAS, on March 21, 2020, Governor Murphy also issued Executive Order 108 which specifically voided and precluded County and Municipal Governments from imposing or enforcing any restrictions/regulations that in any way would or might conflict with any of the provisions of Executive Order 107, with the exception of regulating online marketplaces for arranging or offering lodging, municipal or county parks, and beaches and boardwalks; and

WHEREAS, on March 28, 2020, the United States Centers for Disease Control and Prevention issued a domestic travel advisory for New Jersey, New York, and Connecticut urging residents to refrain from non-essential domestic travel for a period of 14 days; and

WHEREAS, on April 4, 2020, pursuant to the provisions of Executive Order 108, the State Director of Emergency Management, Colonel Patrick J. Callahan, executed Administrative Order 2020-8 which amends Paragraph 3 of Executive Order 108 to allow municipalities and counties to impose additional regulations and restrictions in response to COVID-19 on the ability of hotels, motels, guest houses, or private residences to accept new transient or seasonal tenants until further order; and

WHEREAS, in light of the social distancing regulations enacted by Governor Murphy, Cape May County Freeholder Director Gerald Thornton released a statement on March 17, 2020 urging visitors and second homeowners to refrain from travelling to the County of Cape May in response to the ongoing novel Coronavirus Outbreak and to reduce the strain that an increase in population would have on local resources, and on March 30, 2020, all 16 local municipalities released a joint statement urging the elimination of short-term rentals and urging visitors and second homeowners to refrain from travelling to the County of Cape May until the Governor rescinds the Executive Orders referenced herein; and

WHEREAS, the Township Council of the Township of Lower recognizes the dangers and severity of the ongoing novel Coronavirus outbreak and the impact that it has and continues to have on the Township of Lower and its local resources; and

WHEREAS, the Township Council of the Township of Lower further recognizes the value of transient guests and seasonal tenants to the Township but must prioritize the health of its residents, second-home owners and visitors during the current health crisis; and

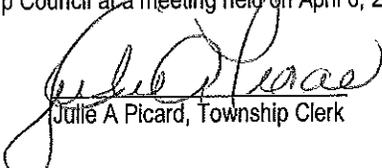
WHEREAS, in an effort to reduce the risk of spreading COVID-19, the Township Council of the Township of Lower finds that it is necessary and appropriate to prohibit hotels, motels, guest houses, and private residences from executing new short-term lease agreements and from accepting new transient/seasonal tenants until the Governor of New Jersey rescinds Executive Orders 107 and 108.

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

1. Effective immediately, all transient, seasonal, and/or short-term rentals within the Township of Lower are hereby prohibited. This prohibition shall apply to all hotels, motels, guest houses and private residences, and parts thereof until May 22, 2020, unless rescinded earlier and/or otherwise extended by subsequent Resolution.
2. The utilization of any and all online marketplaces utilized to arrange or offer short-term rentals within the Township of Lower are hereby prohibited until May 22, 2020, unless rescinded earlier and/or otherwise extended by subsequent Resolution.
3. Individuals found to be in violation of the provisions of this Resolution, Administrative Order 2020-8, and/or the Governor's Executive Orders, are subject to criminal prosecution pursuant to N.J.S.A. App. A:9-49 and N.J.S.A. App. A:9-50.
4. This Resolution shall take effect immediately.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.


Julie A. Picard, Township Clerk

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

RESOLUTION #2020-132

Title: **A RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY AND A PUBLIC HEALTH EMERGENCY WITHIN THE TOWNSHIP OF LOWER IN RESPONSE TO THE ONGOING CORONAVIRUS PANDEMIC**

WHEREAS, in or about December of 2019, the emergence of the novel Coronavirus (Covid-19) was first discovered in the City of Wuhan, Hubei Province, People's Republic of China, and it was recognized to be a severe, potentially fatal, highly infectious respiratory illness that was suspected of human-to-human transmission; and

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of the novel Coronavirus (Covid-19) to be a Public Health Emergency of International Concern as human-to-human transmission of the Coronavirus was confirmed, and outbreaks the Coronavirus began to spread to numerous other countries throughout the world; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared the novel Coronavirus to be a United States Public Health Emergency

WHEREAS, on February 3, 2020, New Jersey's Governor, Philip D. Murphy, issued Executive Order 102 establishing the New Jersey Coronavirus Task Force in an effort to monitor the spread of the Coronavirus within the State of New Jersey, the United States of America, and the entire world in order to facilitate necessary and appropriate action to ensure the safety and security of the residents of the State of New Jersey; and

WHEREAS, on March 4, 2020, the State of New Jersey reported the first confirmed positive case of Coronavirus throughout the State; and

WHEREAS, on March 9, 2020, Governor Murphy issued Executive Order 103 declaring a State of Emergency and a Public Health Emergency in response to the outbreak of the novel Coronavirus within the State of New Jersey; and

WHEREAS, on March 13, 2020, the President of the United States of America formally declared the outbreak of the novel Coronavirus to constitute a National Emergency pursuant to the National Emergencies Act (50 U.S.C. § 1601, et seq.); and

WHEREAS, on March 16, 2020, Governor Murphy issued Executive Order 104 enacting several "social distancing" regulations, including but not limited to, limiting public gatherings to no more 50 people, closing educational facilities, closing various recreation and entertainment based businesses, imposed restrictions on scope of service and hours of operation for other non-essential retail, recreational, restaurant/bars and entertainment businesses; and

WHEREAS, on March 21, 2020, Governor Murphy issued Executive Order 107 which expanded the social distancing regulations set forth within Executive Order 104, including but not limited to, directing all New Jersey residents to remain in their home or place of residence with specific limited exceptions, prohibited gatherings of any size, closed all non-essential retail businesses and identified essential businesses permitted to continue to operate subject to specific limitations, and reiterated and strengthened social distancing requirements when in public; and

WHEREAS, on March 21, 2020, Governor Murphy also issued Executive Order 108 which specifically voided and precluded County and Municipal Governments from imposing or enforcing any restrictions/regulations that in any way would or might conflict with any of the provisions of Executive Order 107, with the exception of regulating online marketplaces for arranging or offering lodging, municipal or county parks, and beaches and boardwalks; and

WHEREAS, on March 28, 2020, the United States Centers for Disease Control and Prevention issued a domestic travel advisory for New Jersey, New York, and Connecticut urging residents to refrain from non-essential domestic travel for a period of 14 days; and

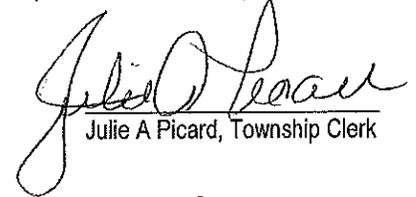
WHEREAS, the Township Council of the Township of Lower recognizes the dangers and severity of the ongoing novel Coronavirus outbreak and the impact that it has and continues to have on the Township of Lower and its local resources; and

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

1. Pursuant to the provisions of N.J.S.A. App.A:9-40.5, and upon the recommendation of Township Emergency Management Coordinator Edward P. Donohue, the Township Council of the Township of Lower hereby declares a Local State of Emergency and Public Health Emergency within the Township of Lower in response to the ongoing Coronavirus Pandemic.
2. Pursuant to the provisions of N.J.S.A. App.A:9-40.5, Township Emergency Management Coordinator Edward P. Donohue, in accordance with regulations promulgated by the State Director of Emergency Management, is hereby empowered, in consultation with the Mayor and Council and the Township Manager, to issue and enforce such orders as may be necessary to implement and carry out emergency management operations and to protect the health, safety, and resources of the residents of the municipality.
3. This Resolution shall take effect immediately.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

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 April 6, 2020.


Julie A Picard, Township Clerk

Approved by OEM Coordinator of Lower Township
Edward P. Donohue