Signed Resolutions – January 22, 2020

Res. #2020-55	A Resolution Confirming the Appointment to Fill the Vacancy of Mayor for the Remainder of the Term
Res. #2020-56	Payment of Vouchers $ 216,589.34
Res. #2020-57	A Resolution Awarding a Professional Service Contract Without Public Bidding to Rutala Associates Consulting Services for Grants Consulting Services (NTE $25,000)
Res. #2020-58	Re-Appointment to the Municipal Utilities Authority Board (K.Rechner)
Res. #2020-59	Approval of Secondhand Merchant and Dealer of Precious Metals License (Adele's & Lucky 7)
Res. #2020-60	Transfer of 2019 Appropriations
Res. #2020-61	Re-appointment to the Recreation Advisory Board (R.Lamoreux)
Res. #2020-62	Appointment of Health Insurance Brokerage Consultant for the Year 2020 as a Professional Service Contract Without Public Bidding (Marsh & McLennan $25,000)
Res. #2020-63	Authorization for the Payout of Accumulated Sick Time (2 employees $3,633.67)
Res. #2020-64	Appointment to the Recreation Advisory Board – Replacing a Member Who Has Resigned (L .Bedell)
Res. #2020-65	Payment of Vouchers (D.Perry $624.30 Contractual Reimb)

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

RESOLUTION #2020-55

Title: **A RESOLUTION CONFIRMING THE APPOINTMENT TO FILL THE VACANCY OF MAYOR FOR THE REMAINDER OF THE TERM**

WHEREAS, on January 13, 2020, Lower Township Mayor Erik Simonsen submitted a letter of resignation to Township Clerk Julie Picard, formally resigning from his position as Mayor of the Township of Lower due to his election to the General Assembly of the State of New Jersey, resulting in a vacancy in the seat of Mayor of the Township of Lower; and

WHEREAS, the Municipal Vacancy Law, N.J.S.A. 40A:16-1 *et seq.*, sets forth the procedure for filling a vacancy in the office of mayor and/or in the membership of a governing body; and

WHEREAS, pursuant to N.J.S.A. 40A:16-11, in light of the fact that former Mayor Simonsen was elected to the office of Mayor as a nominee of the Republican Party, the Lower Township Regular Republican Organization has presented the names of three (3) qualified nominees to the Lower Township Council for its consideration in order to fill this vacancy; and

WHEREAS, after careful consideration, the Lower Township Council has elected to appoint the individual identified below to immediately fill the vacant office of Mayor and serve for the duration of the current term until its expiration of December 31, 2020:

NAME: FRANK SIPPEL

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Frank Sippel is hereby appointed as the Mayor of the Township of Lower, filling the vacancy of Mayor Erik Simonsen.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
PERRY	X		X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

January 13, 2020

Via Electronic Mail Only

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

Re: Vacancy in Mayoral Seat

Dear Julie,

I submit this letter, in accordance with N.J.S.A. 40A:16-11, to provide Lower Township Council with the names of three nominees to fill the seat vacated by Mayor Erik Simonsen:

Frank Sippel
Joseph Wareham
Robert Basco

Mr. Sippel is the nominee endorsed by the Lower Township Regular Republican Organization and, accordingly, respectfully request that Council select him to fill the vacated seat. I kindly request that I be notified in advance of the date when Council will vote on this matter.

I thank you for your courtesy and cooperation in this regard. Should you have any questions or need any additional information, please do not hesitate to contact me at (

Very truly yours,

/s/ Jeffrey R. Lindsay

Jeffrey Lindsay

RESOLUTION #2020-56
Lower Township
Bill List By Vendor Id

P.O. Type: All
Range: First to Last
Format: Condensed

Include Project Line Items: Yes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00055 LARRY AKINS							
19-03583	12/31/19	CONTRACTUAL REIMBURSMENT M	Open	92.62	0.00		
00110 ANCO HOME CENTER*							
19-00831	03/21/19	SUPPLIES	Open	29.65	0.00		
19-02705	10/03/19	MONTHLY-DECEMBER	Open	375.01	0.00		
19-03161	11/15/19	RDS/SIGNS/BLDG	Open	191.66	0.00		
19-03575	12/31/19	12/30/19 TAPE FS	Open	34.95	0.00		
				631.27			
00153 ATLANTIC CITY ELECTRIC*							
19-03531	12/30/19	DEC STREET LIGHT ENCUMBERANCE	Open	33,284.56	0.00		
00301 BELMONT AND CRYSTAL SPRINGS*							
20-00090	01/08/20	WATER TOWNHALL 12/9-12/23/19	Open	54.39	0.00		
20-00093	01/09/20	MONTHLY SERVICE- JANUARY	Open	1.00	0.00		
20-00123	01/09/20	DPS - WATER	Open	104.69	0.00		
20-00146	01/09/20	WATER FS 12/21-12/23/19	Open	12.33	0.00		
20-00172	01/10/20	BOTTLED WATER	Open	25.98	0.00		
20-00173	01/10/20	WATER DELIVERY - DEC 2019	Open	16.43	0.00		
				214.82			
00403 BLUE WAVE EXPRESS CAR WASH*							
20-00162	01/10/20	FS CAR WASH 12/1/18-11/30/19	Open	48.00	0.00		
20-00163	01/10/20	PLANNING CAR WASH 3/25-9/25/19	Open	8.00	0.00		
20-00164	01/10/20	MANAGER CAR WASH 5/8-7/7/19	Open	8.00	0.00		
20-00165	01/10/20	PD CAR WASH 12/1/18-11/30/19	Open	1,339.00	0.00		
20-00166	01/10/20	BOCA CAR WASH 1/15/19-8/30/19	Open	24.00	0.00		
				1,427.00			
00775 CAPRIONI PORTABLE TOILETS,INC*							
19-03479	12/23/19	MEDIUM TRAILER FOR TOURNAMENT	Open	1,200.00	0.00		
20-00125	01/09/20	MONTHLY- CANAL PARK	Open	264.00	0.00		
				1,464.00			
00784 CAPE MAY STAR & WAVE							
20-00187	01/13/20	LEGAL PUBLICATION 1/8/20	Open	111.60	0.00		
01170 VERIZON WIRELESS* F/S							
20-00028	01/07/20	11/27-12/26/19 CELL SERVICE FS	Open	53.17	0.00		
01200 DELTA DENTAL PLAN OF NJ							
20-00067	01/08/20	DEC 2019 CLAIMS	Open	8,043.50	0.00		
01201 DELL CORPORATION*							
19-03452	12/18/19	FIREWALL	Open	3,408.75	0.00		
19-03454	12/18/19	Computers (4) Clerk's Office	Open	4,775.66	0.00		
				8,184.41			

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01239 DIANA L DeNOTE							
20-00186	01/13/20	CONTRACTUAL REIMBURSEMENT M	Open	49.89	0.00		
01389 EDDIE'S AUTO BODY*							
19-03307	12/04/19	REPAIR PATROL UNIT T-4	Open	5,723.65	0.00		
01450 ERMA DELI*							
20-00036	01/07/20	FOOD FOR VOL 12/27,28,29/19	Open	140.43	0.00		
01502 PAMELA FELDER							
20-00195	01/15/20	CONTRACTUAL REIMBURSEMENT M	Open	187.19	0.00		B
01641 GALL'S INC*							
19-02670	10/01/19	UNIFORMS	Open	216.00	0.00		
01661 GENERAL SALES ADMINISTRATION*							
19-02654	09/27/19	NEW VEHICLE EQUIPMENT	Open	3,290.50	0.00		
01806 ANTHONY J HARVATT, II, ESQ							
20-00190	01/13/20	RESOLUTION CONERNING 1/6/20	Open	150.00	0.00		
01873 HOME DEPOT*							
19-01794	06/18/19	SUPPLIES /DPW	Open	105.41	0.00		
01898 HERITAGE BUSINESS SYSTEMS,INC*							
20-00199	01/15/20	COPIER #40373 PD 1/3/20-1/2/21	Open	432.00	0.00		
20-00202	01/15/20	POOLED COPIER 1/1/20-12/31/20	Open	1,578.75	0.00		
				2,010.75			
01958 INTERCON TRUCK EQUIPMENT INC*							
19-02869	10/24/19	PLOW FOR TRIAXLE DUMP	Open	16,230.00	0.00		
02248 LAWMEN SUPPLY*							
19-03290	12/03/19	UNIFORMS	Open	10.00	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE							
19-03433	12/16/19	December Luncheon	Open	60.00	0.00		
02541 ROBERT D. MARTIN, JR							
19-03582	12/31/19	CONTRACTUAL REIMBURSEMENT M	Open	73.19	0.00		
02725 THOMAS MILLS							
20-00018	01/07/20	1703 BAYSHORE RD INSPECTION	Open	28.23	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALI*							
20-00044	01/08/20	2020 MEMBERSHIP DUES	Open	1,679.00	0.00		
03104 NORTHEAST IND.&MARINE SUPPLY*							
19-03571	12/31/19	HOSE FITTINGS	Open	424.23	0.00		
03293 BLAINE PAYNTER							
19-03581	12/31/19	CONTRACTUAL REIMBURSMENT M	Open	25.00	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03387 POGUE INC. *							
19-03569	12/31/19	SAFETY AND HEALTH CONSORTIUM	Open	3,074.00	0.00		
03427 POLAR BEAR MECHANICAL SERVICES							
19-03151	11/14/19	BOILER MAINTENANCE & HEATER	Open	956.00	0.00		
03518 RIGGINS, INC.*							
20-00096	01/09/20	HIGHWAY DIESEL	Open	1,058.07	0.00		
20-00174	01/10/20	OFF HIGHWAY DIESEL	Open	176.09	0.00		
20-00214	01/16/20	OFF HIGHWAY DIESEL	Open	569.88	0.00		
				1,804.04			
03611 SERVICE TIRE TRUCK CENTERS*							
19-02291	08/15/19	TIRES/RDS/SANT/RECY/DPW/NOV	Open	1,903.41	0.00		
03630 DAN SHERNO							
20-00175	01/10/20	REIMBURSEMENT- COACH	Open	24.05	0.00		
03637 SHOPPE.							
19-03240	11/25/19	11/25/19 ADVERTISEMENT 1/4 PAG	Open	70.00	0.00		
19-03242	11/25/19	11/2019 AD VETERANS PARADE	Open	175.00	0.00		
				245.00			
03764 TCTANJ							
20-00014	01/07/20	2020 ANNUAL MEMBERSHIP-CFO	Open	100.00	0.00		
03810 MUNICIPAL UTIL AUTH USAGE COST							
20-00196	01/15/20	SEWER 1/1/20-12/31/20	Open	4,400.00	0.00		
03834 CAPE MAY COUNTY TREASURER/HAVE							
20-00185	01/13/20	2019 IN LIEU TAXES	Open	2,092.72	0.00		
03863 TREASURER, STATE OF NEW JERSEY							
20-00020	01/07/20	4TH QTR 2019 STATE PERMIT	Open	8,829.00	0.00		
03904 LOWE'S HOME CENTER INC*							
19-03460	12/19/19	BLINDS	Open	44.14	0.00		
19-03476	12/23/19	SUPPLIES	Open	118.65	0.00		
				162.79			
03914 ULINE INC*							
19-03446	12/18/19	GAS PRESSURE WASHER	Open	1,827.89	0.00		
03917 STATE OF NJ DEPT OF CHILD/FAML							
20-00019	01/07/20	OCT-DEC 2019 QTRLY MARRIAGE	Open	525.00	0.00		
03947 VFIS*							
20-00147	01/09/20	1/1/20-1/1/21 PORTFOLIO	Open	9,777.32	0.00		
03971 VERIZON WIRELESS MDT POLICE							
19-03585	12/31/19	11/21-12/20 VERIZON MDT	Open	843.97	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03985 VILLAS NAPA AUTO PARTS							
19-02103	07/24/19	RDS/RECY/SANT./DPW/NOV	Open	950.67	0.00		
04097 CINTAS FIRST AID AND SAFETY*							
20-00089	01/08/20	1/8/2020 TOWNHALL FIRST AIDE	Open	139.32	0.00		
20-00124	01/09/20	MEDICAL CABINET	Open	28.18	0.00		
20-00160	01/10/20	FIRST AID SUPPLIES	Open	159.19	0.00		
				326.69			
04204 ZACHARY ZELWAK							
20-00205	01/16/20	CONTRACTUAL REIMBURSEMENT M	Open	387.00	0.00		B
04280 G.F.O.A. OF NJ							
20-00013	01/07/20	2020 ANNUAL MEMBERSHIP	Open	90.00	0.00		
04281 CAPRI CONSTRUCTION CO INC*							
19-02761	10/09/19	REC.CENTER RESTROMMS UPGRADE	Open	34,532.01	0.00		B
04600 DR GARY GLASS MD*							
19-03520	12/26/19	EVALUTION / FIT TEST 8/26/19	Open	3,000.00	0.00		
05066 MICHAEL REEB							
20-00029	01/07/20	DJ 12/29/19 CHAMPIONSHIP GAME	Open	250.00	0.00		
5032 NORTH WILDWOOD $ CREST SHIRT*							
20-00031	01/07/20	COACHES BBALL SHIRTS	Open	186.00	0.00		
20-00032	01/07/20	BBALL SHIRT ORDER 2019-2020	Open	2,418.60	0.00		
				2,604.60			
6071 UNITED UNIFORMS LIMITED LIAB*							
19-03159	11/15/19	UNIFORMS	Open	474.94	0.00		
7091 STEVE SELBY							
20-00086	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	120.00	0.00		
7092 TREASURER, STATE OF NEW JERSEY							
19-03562	12/31/19	BFCE REGISTRATION	Open	512.00	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	1,703.10	0.00		B
19-00360	01/30/19	RES 18-317 RABBIT RUN WATER	Open	455.00	0.00		B
				2,158.10			
7143 VERONICA LUGO							
20-00177	01/10/20	REIMBURSEMENT-BASKETBALL COACH	Open	44.05	0.00		
7196 LAUREN HUGGINS SUIT*							
20-00158	01/10/20	RES 2020-09 PUBLIC INFORMATION	Open	1,075.00	0.00		B

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7386 COREY SCHEID							
19-03584	12/31/19	TRAIN REIMBURSEMENT 12/9-12/13	Open	50.00	0.00		
7475 SUZANNE M SCHEID							
20-00193	01/14/20	CONTRACTUAL REIMBURSEMENT M	Open	48.97	0.00		
7507 STEFANKIEWICZ & BELASCO LLC							
20-00154	01/10/20	RES # 2020-01 DNE $34K	Open	2,833.33	0.00		B
7508 BLANEY & KARAVAN PC*							
19-00048	01/04/19	LABOR ATT RES#2019-02 DNE 40K	Open	3,906.00	0.00		
19-01518	05/29/19	RES 2019-180 TAX DNE 14K	Open	762.50	0.00		B
20-00157	01/10/20	RES2020-05 MONTHLY DNE $40K	Open	3,333.33	0.00		B
				8,001.83			
7512 DIANA LILLO							
20-00079	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
7532 HEATHER MCNULTY*							
20-00033	01/07/20	DEC 2019 HI FIT	Open	275.00	0.00		
20-00034	01/07/20	DEC 2019 SPROUT SPOT	Open	75.00	0.00		
				350.00			
7636 MOTT MACDONALD LLC*							
19-02760	10/09/19	CHANGE ORDER #2 CAFRA PERMIT	Open	1,594.75	0.00		B
20-00021	01/07/20	PROFESSIONAL ENGINEERING	Open	207.75	0.00		
20-00023	01/07/20	PROFESSIONAL ENGINEERING	Open	4,845.51	0.00		
20-00025	01/07/20	PROFESSIONAL ENGINEERING	Open	796.38	0.00		
20-00189	01/13/20	PROFESSIONAL ENGINEERING	Open	608.70	0.00		
				8,053.09			
7689 GOVERNMENT FORMS AND SUPPLIES*							
19-03100	11/08/19	2020 YARD SALE PERMITS	Open	136.72	0.00		
7711 LORETTA MURPHY							
20-00081	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	200.00	0.00		
7714 MACH JACKSON							
20-00085	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	80.00	0.00		
7716 DANIEL BRADLEY							
20-00068	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	80.00	0.00		
7820 DEBLASIO & ASSOCIATES, P.C*							
19-01869	06/27/19	DRAINAGE ISSUE TABERNACLE/ERMA	Open	70.00	0.00		B
19-02342	08/21/19	2019 ROAD PROGRAM	Open	3,600.00	0.00		B
				3,670.00			
7833 AARONS MOBILE DETAILING LLC*							
19-03499	12/24/19	CAR DETAILING	Open	400.00	0.00		
7869 WILDWOOD CREST RECREATION							
20-00030	01/07/20	SCOOP TAYLOR TOURNAMENT	Open	250.00	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7881 MICHAEL A STRICKLAND							
20-00076	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	320.00	0.00		
7890 PAUL SPARANO							
20-00095	01/09/20	WRESTLING OFFICIAL	Open	133.00	0.00		
7923 THOMAS SHOUGH							
20-00188	01/13/20	CONTRACTUAL REIMBURSEMENT V	Open	270.00	0.00		
7929 AMAZON CAPITAL SERVICES, INC							
19-03367	12/10/19	CANDY CANES CHRISTMAS PARADE	Open	270.81	0.00		
19-03477	12/23/19	RAGS & WIRE	Open	476.25	0.00		
19-03497	12/24/19	DUAL MONITOR/3 STAND UP DESK	Open	1,597.14	0.00		
19-03502	12/24/19	SUPPLIES	Open	759.20	0.00		
19-03504	12/24/19	WORK STATIONS/DUAL MONITOR ARM	Open	1,184.55	0.00		
19-03525	12/30/19	OFFICE SUPPLIES	Open	86.33	0.00		
19-03526	12/30/19	OFFICE SUPPLIES	Open	179.97	0.00		
19-03548	12/31/19	AVERY LABEL DIVIDERS	Open	118.98	0.00		
19-03561	12/31/19	WRESTLING MAT TAPE - 4INCH	Open	124.99	0.00		
19-03565	12/31/19	OFFICE SUPPLIES	Open	50.52	0.00		
20-00026	01/07/20	FS BINDER SET	Open	11.51	0.00		
20-00048	01/08/20	DOOR LOCK KITS FOR LEAF TRUCKS	Open	94.72	0.00		
20-00091	01/09/20	DUAL MONITOR STAND	Open	59.89	0.00		
20-00098	01/09/20	INK FOR FAX MACHINE	Open	52.72	0.00		
				5,067.58			
7959 ALL PRO TEAM SPORTS							
20-00037	01/07/20	TRAVEL BBALL UNIFORMS	Open	520.00	0.00		
20-00038	01/07/20	BOYS TRAVEL UNIFORMS	Open	265.00	0.00		
				785.00			
8012 FRED LAHM							
20-00069	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
8043 JOHN FITCHETT							
20-00073	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
8044 STEVE RATTY							
20-00077	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	240.00	0.00		
8072 JOHNSONS CONTROL SERCURITY							
19-00615	02/26/19	FINGERPRINT/SCAN/ID SYSTEM	Open	3,995.46	0.00		
19-01386	05/14/19	ADDITIONAL INSTALLATION CHARGE	Open	800.00	0.00		
19-02067	07/23/19	TECH TO TEACH PROGRAM	Open	742.02	0.00		
				5,537.48			
8074 OCEAN CITY JR WRESTLING CLUB							
20-00203	01/15/20	WRESTLING MATCH OFFICIAL	Open	115.00	0.00		
8081 UGI ENERGY SERVICES							
19-03577	12/31/19	DEC 2019 NATURAL GAS	Open	2,391.83	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8131 DOCUVAULT SECURE SHREDDING LLC							
20-00180	01/10/20	12/27/19 SHREDDING	Open	96.00	0.00		
8218 RYAN OSMUNDSEN							
20-00041	01/08/20	REIMBURSEMENT-COACH	Open	59.05	0.00		
8222 SUSAN CLINE							
20-00070	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
8223 DAN ORTIZ							
20-00071	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
8224 JAMES AGOSTINO							
20-00094	01/09/20	WRESTLING REFEREE	Open	133.00	0.00		
8226 RAYMOND A COSTELLO							
20-00179	01/10/20	REIMBURSEMENT-BASKETBALL COACH	Open	44.05	0.00		
8227 KERRI ROACH							
20-00178	01/10/20	REIMBURSEMENT-BASKETBALL COACH	Open	49.05	0.00		
BAILEYL LANCE BAILEY							
20-00072	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
BASILE FRANK BASILE							
20-00080	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
BLAUE BLAUER ASSOCIATES INC*							
19-00687	03/06/19	MULLIGAN ADA SCPF	Open	375.00	0.00		
BOSNA KAREN MANETTE BOSNA							
20-00035	01/07/20	DEC 2019 YOGA	Open	95.00	0.00		
CARTYW WALLACE CARTY							
20-00082	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	320.00	0.00		
DSTEFANK DAN STEFANKIEWICZ							
20-00084	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	440.00	0.00		
EMAGAN ED MAGAN							
20-00088	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	80.00	0.00		
FAIR JOHN FAIR							
20-00075	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	360.00	0.00		
FOURNIER KAREN FOURNIER							
20-00192	01/14/20	CONTRACTUAL REIMBURSEMENT V	Open	257.97	0.00		
HALLK KERRY HALL							
20-00083	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	280.00	0.00		
JLLOYD JOSEPH LLOYD							
20-00074	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		

Vendor # Name / PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
OCONNOR BRIAN O'CONNOR							
20-00078	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	320.00	0.00		
RUTHERF WILLIAM RUTHERFORD							
20-00087	01/08/20	ELKS /BEHELER BBALL TOURNAMENT	Open	160.00	0.00		
SANTIAG CESAR SANTIAGO							
20-00176	01/10/20	REIMBURSEMENT- COACH	Open	24.05	0.00		
SMITHS SHEILA D SMITH							
20-00208	01/16/20	CONTRACTUAL REIMBURSEMENT V	Open	315.00	0.00		

Total Purchase Orders: 151 Total P.O. Line Items: 0 Total List Amount: 215,729.34 Total Void Amount: 0.00

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

RESOLUTION #2020-54

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	Description	Amount
CAM-DEN GLASS OF VILLAS	CONSTRUCTION OFFICE WINDOW	$860.00

TOTAL Manual Checks	$860.00
TOTAL Computer Generated	$215,729.34
TOTAL BILL LIST	$216,589.34

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
ROY		X	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 JAN 22, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-57

Title: **A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING TO RUTALA ASSOCIATES CONSULTING SERVICES FOR GRANTS CONSULTING SERVICES**

WHEREAS, the Township of Lower has a need to acquire a Grants Consultant and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Rutala Associates has provided a proposal to provide said services to the Township of Lower at a rate of $140.00 per hour not to exceed $25,000.00; and

WHEREAS, the Lower Township Council desires to approve the proposal and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: C-04-55-414-910

CFO Signature: Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Rutala Associates to provide the above stated services at a fee of $140.00 per hour with a not to exceed amount of $ 25,000.00.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above award shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	✓		✓				
PERRY			✓				
ROY		✓	✓				
SIPPEL			✓				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 22, 2020.

Julie A Picard, Township Clerk

emailed to Council
12/17/2019

James M. Rutala Associates, LLC

November 27, 2019

Jim Ridgway, Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Re: 2020 Planning and Grant Services
Township of Lower

Dear Mr. Ridgway:

Rutala Associates is pleased to provide this proposal to continue to serve the Township of Lower. Rutala Associates is a multi-disciplined firm, representing public, private and nonprofit clients in securing federal, state and regional resources for a wide range of grant procurement and management, energy, community and economic development projects.

In 2019, we had many successes in Lower Township including:

- Secured funding from USDA and the Cape May County to complete an Economic Development Strategy for the Airport Area Opportunity Zone.
- Gained a commitment from Cape Regional Health Systems to build at the Airport.
- Worked with the County and Atlantic Cape Community College to secure NJEDA funds to establish a small business assistance program.
- Worked with the DRBA to begin the dialog with Offshore Wind Developers to potentially locate in Lower Township at the Airport and Ferry Terminal.

James M. Rutala, the Principal of Rutala Associates, LLC, has over thirty-five years of experience in attracting federal, State, regional, County and non-profit grants for local government agencies. This experience includes knowledge of applicable federal and state statutes, as well as the regulations promulgated by the New Jersey Division of Local Government Services and the Local Finance Board.

Mr. Rutala will be the primarily responsible for providing the services required. A licensed Professional Planner in the State of New Jersey, Mr. Rutala is also a member of the American Institute of Certified Planners and a Certified Floodplain Manager. Mr. Rutala also holds master's degrees in Business Administration and in City and Regional Planning. Mr. Rutala was appointed by the Governor to serve as Chair of the New Jersey Commission on Capital Budgeting and Planning.

In 2020, we will continue to pursue economic development in the Airport Area and apply for grants as authorized by the Township. In additional, we will apply for a NJDCA Neighborhood Planning Grants for sections of the Township that qualify to prequalify these neighborhoods for Neighborhood Revitalization Tax Credits of up to $1 million annually.

717 River Drive • Linwood, New Jersey • Phone: 609.743.0354 • E-mail: jmrutala@comcast.net

Cost Proposal

The Township will receive Grant Opportunity Summaries as grants become available, only when the Township Officials contact Rutala Associates and authorize a grant application will the Township be billed.

Once retained, Rutala Associates will meet with Township Officials to review a list of potential grants/programs and determine which grants/programs the Township would like to pursue.

The Township will be billed monthly which will be directly related to the hours spent on the project at the following billing rate:

Project Manager (State Licensed PP/AICP)	$140 per hour
Principal Planners (State Licensed PP)	$125 per hour
Senior Planner (State Licensed PP)	$115 per hour
Project Manager/Planner	$80 per hour
CADD Operator/Technician	$75 per hour

*These rates include all clerical and related expenses.

This proposal for 2020 will not exceed $25,000. All invoices are due within 30 days. This office reserves the right to stop work for non-payment of services completed. Rutala Associates is acting in a consulting capacity and any opinions, advice, forecasts and analyses provided are based on professional judgment and do not constitute a guarantee.

Thank you for this opportunity to continue to serve the Township of Lower.

Respectfully submitted,
Rutala Associates, LLC

James M. Rutala, PP, AICP, MBA

Accepted by the Township of Lower:

_____
Signature

_____ _____
Printed Name Date

The above signed represents that they have read and understand the attached general terms and have the authority to enter into this agreement of behalf of the client named above.

General Terms

This Agreement (the "Agreement") between Rutala Associates and Client consists of the proposal (attached and incorporated by reference) and these General Terms. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms

by any previous communications, negotiations and agreements, whether written or oral, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding or either party unless made in writing and executed by Rutala Associates and a duly authorized agent of the Client.

Article 1 Client's Responsibilities

A. Client agrees to provide Rutala Associates with all information, surveys, reports, and professional recommendations and any other related items requested by Rutala Associates in order to provide its professional services. Rutala Associates may rely on the accuracy and completeness of these items.

B. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

C. Client agrees to provide the items described in the Scope of Work and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Rutala Associates' services.

Article 2 Estimated Schedule and Project Budget

A. Rutala Associates shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. Services performed under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by professional planners under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

C. Client agrees to promptly notify Rutala Associates if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Rutala Associates.

Article 3 Compensation and Payments

Rutala Associates shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Rutala Associates upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.

Article 4 Termination

A. Either Client or Rutala Associates may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Rutala Associates for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Rutala Associates may suspend the performance of its services if Client fails to pay Rutala Associates in full for services rendered or expenses incurred. Rutala Associates shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 5 Dispute Resolution

Client and Rutala Associates agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally and each party shall be responsible for their legal fees associated with the mediation.

In the event that the claim or dispute cannot be resolved through mediation and there are legal proceedings, Rutala Associates, if it prevails, shall be entitled to, in addition to any award or judgment, reasonable legal fees and expenses associated with the legal proceedings.

Article 6 Use and Ownership of Rutala Associates' Documents

Upon the parties signing this Agreement, Rutala Associates grants Client a nonexclusive license to use Rutala Associates' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Rutala Associates, including but not limited to, drawings and specifications, are the property of Rutala Associates. These documents shall not be reused on other projects without Rutala Associates' written permission. Rutala Associates retains all rights, including copyrights, in its documents. Client or others cannot use Rutala Associates' documents to complete this Project with others unless Rutala Associates is found to have materially breached this Agreement.

Article 7 Non-Disclosure Agreement

The technical and pricing information contained in any proposal submitted by Rutala Associates as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed, or otherwise made available to any third party without the express written consent of Rutala Associates.

Article 8 Miscellaneous Provisions

A. This Agreement is governed by the laws of the State of New Jersey and the parties agree that any legal proceedings shall be venued in the Superior Court of New jersey, Law Division, Atlantic County.

B This Agreement is the entire and integrated agreement between Client and Rutala Associates and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Rutala Associates.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Rutala Associates shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Rutala Associates shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Rutala Associates' documents.

F. Client agrees to indemnify, defend and hold Rutala Associates harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Rutala Associates shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Rutala Associates' negligent errors or omissions.

G. Client and Rutala Associates waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Rutala Associates' waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Rutala Associates for claims, disputes or other matters in question arising out of or relating to the Project.

H. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

Rutala Associates Offers the Following Services

Planning

- Municipal Land Use Planning
- Zoning & Land Use Administration
- Environmental Assessment & Permitting
- Affordable Housing Plans
- Community Planning
- Master Planning
- Strategic Planning

Energy

- Evaluation of alternative energy and energy efficiency options
- Assistance in solar technology and ESCO Procurements
- Provision of economic assessments
- Preparation of NJBPU rebate and grant applications
- Assistance in marketing SRECs and purchasing deregulated energy

Economic Development

- Site Analysis and Suitability Studies
- Redevelopment Plans
- Land Acquisition

Grants & Management

- Grant Writing & Administration
- Shared Services Studies
- Municipal Recruiting
- Privatization
- Private/Public Partnerships

Lower Township - Airport Area Economic Development Plan

Outcomes

1. **Built strong relationships with several government agencies that will continue to benefit Lower Township including:**
   - New Jersey Economic Development Authority (NJEDA) – Tim Sullivan, Executive Director and Christina Fuentes, Small Business Director met with Township leaders and toured the Ferry Port and Airport.
   - Delaware River Bridge Commission – Tom Cook, Executive Director, and Steve Williams met with Township leaders and started to explore the potential of off-shore wind jobs at the Ferry Port and the Airport.
   - Cape May County – Will Morey and his staff meet several times with Township leaders to discuss ways to maximize economic development at the airport

   Results:
   - The State has changed the criteria for the Neighborhood Revitalization Tax Credit Program to include Lower Township, which can result in up to $1M in private funds for residential, commercial and infrastructure improvements.
   - NJEDA provided a $100,000 grant for the Business Resource Center to support economic development in Lower Township and Cape May County. (see attached press release)
   - NJEDA is hosting their first Small Business Workshop in Cape May County on February 4, 2020 open to all Lower Township businesses. (see attached flyer)
   - DRBA is investing $12.5 M in capital improvements at the airport including a new commercial building and new terminal building in 2020.

2. **Built strong relationships with new industries interested in locating in Lower Township including:**
   - Met with Orsted Wind, EDF Renewables, Shell and other offshore wind companies regarding the potential bringing jobs to the ferry terminal and airport.
   - Met with AtlantiCare, Inspira and Cape Regional regarding providing medical facilities in the airport area.
   - Met with Charter Airlines and Helicopter service providers regarding use of the airport.

   Results:
   - The State has identified the ferry terminal as a potential port site by offshore wind developers.
   - Cape Regional has committed to locating adjacent to the Aquatic Center

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

RESOLUTION #2020-58

Title: **RE-APPOINTMENT TO THE MUNICIPAL UTILITIES AUTHORITY BOARD**

WHEREAS, Karen Rechner's term on the Municipal Utilities Authority Board will expire on February 1, 2020 and she has requested to be re-appointed; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following individual is hereby re-appointed to serve on the Municipal Utilities Authority Board:

Name	**Type**	**Term Exp.**
Karen Rechner	Regular Member	February, 2024

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY
Res. # _____ Board/Comm./Auth. _____

Term Exp. _____ Replaced _____ or Reappointed

TOWNSHIP OF LOWER
CITIZEN LEADERSHIP FORM

NAME Karen Cannon-Rechner

CITY AND STATE North Cape May, New Jersey, 08204

YEARS OF RESIDENCY IN TOWNSHIP 25 Yr OCCUPATION Rural Mail Carrier

Please **number in order of preference** which ones you wish to be considered for.

_____ Cable Television Advisory Board
_____ Environmental Commission
_____ Historic Preservation Commission
_____ Citizen Advisory Board
X Municipal Utilities Authority
_____ Planning Board
_____ Recreation Advisory Board
_____ Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. **List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.**

Reappointment To the Municipal Utilities Authority Board.

Date: 1/12/2022 Signature: Karen Cannon Rechner (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

***PERSONAL INFORMATION NOT SUBJECT TO PUBLIC DISCLOSURE**

Address of Residence _____ Email _____

Primary Phone Number _____ Work Phone Number _____

*The information in this section is considered personal information, and is therefore deemed confidential for the purpose of P.L.1963, c.73 (C.47:1A-1 et seq.) and P.L. 2001, c.404 (C.47:1A-5 et al.).

Rev. 12/2009

Lower Township MUA

2900 Bayshore Road • Villas, New Jersey 08251
Telephone (609) 886-7146 • Fax (609) 886-4487
www.LTMUA.org

January 9, 2020

Lower Township Council
2600 Bayshore Road
Villas, NJ 08251

RE: Reappointment of Karen Cannon-Rechner

Dear Members of the Lower Township Council:

Please use this as a letter of reference for Karen Cannon-Rechner to be reappointed to our Board. Karen has been a great asset to the MUA Board. During her time on our board she has fulfilled her duties and responsibilities as prescribed by government regulations as well as the organization's bylaws. She always reviewed meeting information prior to the meetings in order to vote with adequate knowledge of each resolution. She has provided community in site on various projects both current and future. Karen has gone above and beyond her duties to ensure the best decisions are made for the rate payers now and in the future.

Once again we would like to have Karen Cannon-Rechner be reappointed to the MUA Board for another term. It has been a benefit to the MUA to have her appointed to our Board.

Sincerely,

Brian O'Connor
Board Chairman
Lower Township MUA

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

RESOLUTION #2020-59

Title: **APPROVAL OF A SECONDHAND MERCHANT AND DEALER OF PRECIOUS METALS LICENSE**

WHEREAS, two (2) applications have been received by the Township for Secondhand Merchants and Dealer of Precious Metals License by the following applicant in accordance with Ordinance #2016-05; and

WHEREAS, the applicant has paid the proper fees, posted the required bonds and the Police have no objection to the issuance of said license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a Secondhand Merchant and Dealer of Precious Metals License for the year 2020 be approved and issued to the following applicants:

Lucky 7 Gold & Consignment	1425 Bayshore Road, Villas
Adele's Jeweled Treasures	1816 Bayshore Road, Villas

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-60

Title: **TRANSFER OF 2019 APPROPRIATIONS**

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey that the following transfers, totaling $7,500.00 be made between the 2019 budget appropriation reserves:

LINE ITEM		ACCT. NUMBER	TO	FROM
SOLICITOR	OE	9-01-20-155-200	7,500.00	
GROUP HEALTH INSURANCE	OE	9-01-23-220-400		7,500.00
			7,500.00	7,500.00

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

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

RESOLUTION #2020-61

Title: **RE-APPOINTMENT TO THE RECREATION ADVISORY BOARD**

WHEREAS, Robert Lamoreux's term on the Recreation Advisory Board has expired, and he has requested to be re-appointed; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following individual is hereby re-appointed to serve on the Recreation Advisory Board:

Name	Type	Term Exp.
Robert Lamoreux	Regular Member	January, 2023

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY
Res. # _____ Board/Comm./Auth. _____

Term Exp. _____ Replaced _____ or Reappointed

TOWNSHIP OF LOWER
CITIZEN LEADERSHIP FORM

NAME Robert Lamoreux

CITY AND STATE North Cape May, NJ

YEARS OF RESIDENCY IN TOWNSHIP 20 OCCUPATION Teacher

Please number in order of preference which ones you wish to be considered for.

_____ Cable Television Advisory Board
_____ Environmental Commission
_____ Historic Preservation Commission
_____ Citizen Advisory Board
_____ Municipal Utilities Authority
_____ Planning Board
X Recreation Advisory Board
_____ Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. **List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.**

- PAST member of Rec. Advisory Board
- 33 year Educator
- Rec. Coach for Basketball and Football

Date: 12/4/2019 Signature: [signature] (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

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

RESOLUTION #2020-62

Title: **APPOINTMENT OF HEALTH INSURANCE BROKERAGE CONSULTANT FOR THE YEAR 2020 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has a need to acquire an Insurance Broker and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A 40A:11-5(k) to enter into contracts for "Professional Services" without competitive bidding, 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, Marsh & McLennan has provided a proposal to serve as the Health Insurance Brokerage Consultant for the Township of Lower; and

WHEREAS, the term of said contract will be January 1, 2020 thru December 31, 2020 for an amount of $25,000; and

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

Appropriation # 01-23-220-400

CFO Signature: Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township Manager is hereby authorized to sign the Insurance Brokerage Agreement attached hereto and said agreement is hereby awarded.

BE IT FURTHER RESOLVED, that a notice of Award of Professional Contract for the above award shall be published in the Township's Official paper.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

MARSH & McLENNAN AGENCY

WORLD CLASS. LOCAL TOUCH.

PROFESSIONAL SERVICES AGREEMENT

TOWNSHIP OF LOWER

January 1, 2020

CONTENTS

1. Agreement 1

2. Exhibit A: Scope of Services 9

3. Exhibit B: Brokerage Service Fees 11

4. Exhibit C: Employee Benefits Coverage Types 12

1

Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of 1/1/2020 - 12/31/2020 (the "Effective Date"), by and between Township of Lower (herein referred to as "Client"), and Marsh & McLennan Agency LLC (Northeast) (herein referred to as "MMA").

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

TERMS AND CONDITIONS

ARTICLE I. SERVICES PROVIDED BY MMA

1.1 Obligation to Provide Services; Work Orders. MMA shall provide health and welfare consulting, and other services as and when requested by Client from time to time (collectively, the "Services" or "In Scope Services"), as set forth in Exhibit A. The parties may agree at any time to modify the Services; provided, however, that all such modifications must be in writing and signed by both parties.

1.2 Quality of Services. MMA represents and warrants to Client that the Services performed by MMA hereunder will be of professional quality, consistent with generally-accepted industry standards and expectations for work of a similar nature. MMA's employees and agents shall be adequately trained to perform such Services. MMA shall control the manner and means by which it performs the Services, subject to the express provisions of this Agreement.

ARTICLE II. COMPENSATION SUMMARY & DISCLOSURES

2.1 Annual Compensation. MMA agrees to provide the Services outlined in Exhibit A for the outlined pricing in Exhibit B: Brokerage Services Fees (the "Fees" or "Services Fees"). The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the Services to be provided by MMA.

2.2 Out-of-Scope Services. In the event that additional services, which fall outside the scope of Services described in Exhibit A, are requested by Client, MMA will contact Client immediately and mutually-agree on the cost and completion of these additional services. A written description of these additional services and the agreed-upon compensation will be provided each time as an addendum to this Agreement.

2.3 Compensation Disclosure. Please see Appendix A for our compensation disclosure, which we may update from time to time.

ARTICLE III. PROVISION OF INFORMATION AND ASSISTANCE

3.1 Information and Data. The Client shall provide all necessary and reasonably requested information, direction and cooperation to enable MMA to provide the Services hereunder. The client agrees that MMA may use all information and data supplied by the Client or on its behalf without independently verifying the accuracy, completeness or timeliness of it.

3.2 Delays or Liability. MMA shall not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data, or if the Client does not provide adequate access to its employees, agents or other representatives necessary for us to perform the Services. MMA shall be entitled to charge the Client in respect of any additional work carried out as a result.

ARTICLE IV. CONFIDENTIALITY

4.1 Confidentiality. The Client may provide MMA with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by MMA under this Agreement, including Non-Public Personal Information. Neither MMA nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of Client for any purpose except in furtherance of the Services rendered by MMA to Client. MMA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in MMA's possession.

4.2 Transmission. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with MMA's obligations hereunder unless such use is contrary to Client's express instructions. For the purposes of this provision, "Non-Public Personal Information" shall mean any Client customer, retiree or employee name accompanied by any of the following data elements that are not encrypted: (a) social security numbers; (b) driver's license number or government issued ID numbers; (c) account, credit card number, debit card number (in combination with any required password that would permit access to the individual's financial account); (d) banking information; (e) date of birth; (f) protected health information; and (g) employee salary information.

4.3 Public Domain. The restrictions and agreements set forth above shall not apply to any Confidential Information: (i) which is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of MMA; (iii) which MMA's records demonstrate was developed independently by MMA or was received by MMA from a third party which MMA had no reason to believe had any confidentiality or fiduciary obligation to the Client with respect to such information; (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, MMA shall, to the extent practical, give prior timely notice of such disclosure to the Client to permit the Client to seek a

protective order, and, absent the entry of such protective order, MMA shall disclose only such Confidential Information that MMA is advised by its counsel must be disclosed by law; or (v) following the lapse of two years after disclosure of such information to MMA; provided, however, that MMA's confidentiality obligation hereunder relating to Non-Public Personal Information shall continue indefinitely.

4.4 Retain Confidential Information. Notwithstanding anything to the contrary in this Agreement, but subject to the terms and conditions set forth in this provision, MMA may (i) retain copies of Confidential Information that is required to be retained by law or regulations, (ii) retain copies of our work product that contain Confidential Information for archival purposes or to defend our work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned to the Client or destroyed. MMA may retain Client's information in paper or imaged format and MMA may destroy paper copies if it retains digital images thereof.

ARTICLE V. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

5.1 Work. All materials prepared by MMA specifically and exclusively for the Client pursuant to this Agreement (the "Work") shall be owned exclusively by the Client.

5.2 Copyright, Patent and Other Intellectual Property Rights. Notwithstanding anything to the contrary set forth in this Agreement, MMA shall retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by us before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, specification, documentation and other material created, owned or licensed and used by MMA's affiliates or subcontractors in the course of providing the Services (the "Intellectual Property"), and MMA shall not be restricted in any way with respect thereto. "Intellectual Property" shall also include all MMA-owned websites and related content. To the extent any Work incorporates any Intellectual Property, MMA herby grants the Client with non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work internally in accordance with the terms of this Agreement.

5.3 Indemnification. Unless MMA provides its prior written consent, the Client shall not use, in a manner other than as mutually contemplated when MMA was first retained by the Client to perform the Services, or disclose to any third party, other than Client's attorneys, accountants or financial advisors with a need to know and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement, any Work or Intellectual Property or other material supplied by MMA under this Agreement, and the Client shall be responsible for, and MMA shall have no liability with respect to, modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA. The Client shall indemnify, defend and hold MMA and its affiliates harmless in respect of any Loss incurred by MMA as a result of the Client's breach of this obligation or any modifications made by any person

other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA.

ARTICLE VI. REPRESENTATIONS AND YOUR RESPONSIBILITIES

The Client represents and confirms that:

6.1 the Client has full power and authority to enter into this Agreement;

6.2 the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and

6.3 this Agreement has been duly authorized and will be binding according to its terms.

Client shall be solely responsible for the accuracy and completeness of all information that you furnish to MMA and/or insurers, and sign any required application for insurance. MMA shall not be responsible for verifying the accuracy or completeness of any information that Client provides, and MMA shall be entitled to rely on that information. MMA shall have no liability for any errors, deficiencies or omissions in any Services provided to Client, including the placement of insurance on its behalf, that are based on inaccurate or incomplete information provided to MMA. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Client agrees that all decisions regarding the amount, type or terms of coverage shall be its ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverage that is appropriate for your particular circumstances and financial position. Client will review all policy documents provided to it by MMA. Client acknowledges that, in performing services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to Client.

ARTICLE VII. LIMITATION OF LIABILITY

7.1 Liability. The aggregate liability of the MMA to the Client, its affiliates and its and their officers, directors or employees or any third party for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA shall not exceed the total commissions and fees paid by the Client to MMA for all Services provided by MMA during the twelve-month period immediately preceding such Loss. MMA shall have no liability for the acts or omissions of any third party (other than its subcontractors).

7.2 Loss of Profit or Incidental, Consequential, Special Indirect, Punitive Damages. In no event shall either party or its affiliates be liable in connection with this Agreement or the Services to the other party, its affiliates or any third party for a loss of profit or incidental, consequential, special, indirect, punitive or similar damages. The provisions of this section shall apply to the fullest extent permitted by law. Nothing in this section limiting the liability of a party shall apply to

any liability that has been finally determined by a court to have been caused by the fraud of such party.

7.3 Loss. For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys' fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss.

ARTICLE VIII. WAIVER OF JURY TRIAL

8.1 Trial by Jury. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any Services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as party in any such action or proceeding.

ARTICLE IX. DURATION AND TERMINATION OF THIS AGREEMENT

9.1 Termination. This Agreement will continue until terminated as provided in this Section. This Agreement may be terminated (i) by either Party upon ninety (90) days' prior written notice to the other Party, (ii) by either Party upon material breach by the other Party, which breach is not cured within thirty (30) days after receipt of written notice thereof, or (iii) immediately by us for non-payment of invoices per the payment terms provided in any Agreement. Upon termination of this Agreement, the confidentiality, ownership of work product, dispute resolution, limitation of liability, waiver of jury trial and all provisions following this termination provision shall survive in full force and effect. Any termination of this Agreement shall not relieve Client of its obligations to pay for Services rendered and expenses incurred by MMA up to and including the effective date of such termination.

ARTICLE X. DISPUTES

10.1 Claim or Action. Any claim, action or proceeding in any forum against a party or any of its affiliates will be barred unless the other party initiates the dispute within one year of the date upon which that party (i) first discovered, or (ii) upon the exercise of reasonable diligence could have discovered, the act, error or omission that is the basis for such claim, whichever date is sooner.

ARTICLE XI. NOTICE

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by overnight courier. All notices or communications to MMA should be sent to the consultant on the account at MMA's main address.

ARTICLE XII. GOVERNING LAW

This Agreement will be interpreted under the laws of the State of New York, without reference to principles of conflict of laws.

ARTICLE XIII. AMENDMENTS

This Agreement may be modified or otherwise amended and the observance of any term of the Agreement may be waived, only if such medication, amendment or waiver is in writing and signed by the parties hereto.

ARTICLE XIV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to confer any right or benefit on any third party and the provision of Services under this Agreement cannot reasonably be relied upon by any third party.

ARTICLE XV. ENTIRE AGREEMENT

This Agreement represents our entire understanding with regard to the matters specified herein. This Agreement supersedes, revokes, cancels, extinguishes and replaces all prior or contemporaneous understandings, agreements, undertakings, negotiations and discussions, whether oral or written, between the parties. The parties agree that, except for the obligations under this Agreement, they have no obligations to one another and have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

ARTICLE XVI. WARRANTIES OF MMA

Except as expressly set forth in the Agreement, MMA expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose.

ARTICLE XVII. ASSIGNMENT; SUCESSORS AND ASSIGNS

This Agreement may not be assigned or transferred in any manner by any party without written consent of the other party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

ARTICLE XVIII. SEVERABILITY

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

ARTICLE XIX. FORCE MAJEURE

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

ARTICLE XX. MISCELLANEOUS

The Parties are of equal commercial sophistication and have negotiated this Agreement at arms' length. Each party is entering into this Agreement voluntarily, has read and understands all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

The balance of this page left blank intentionally.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Marsh & McLennan Agency LLC (Northeast)

By: karen.szabo@ocs.mmc.com Digitally signed by karen.szabo@ocs.mmc.com DN: cn=karen.szabo@ocs.mmc.com Date: 2020.01.03 10:13:20 -05'00'

Printed Name: Karen Szabo

Title: Practice Leader, Employee Benefits

Date: 1/3/2020

Township of Lower

By: James Ridgway

Printed Name: James Ridgway

Title: Township Manager

Date: January 22, 2020

2

Exhibit A: Scope of Services

EMPLOYEE BENEFITS

Strategic Planning and Stewardship

- ☒ Identify goals, challenges, and strategies relevant to business operations
- ☒ Develop strategies to meet established objectives
- ☒ Provide periodic progress updates in accordance with established timeline
- ☒ Marketplace overview
- ☒ Discuss satisfaction with current vendors and carriers
- ☒ Explore alternative funding methodologies
- ☒ Evaluate/review current employee benefits package
- ☒ Review employee/employer cost sharing arrangement
- ☒ Review total plan costs

Vendor and Carrier Marketing

- ☒ Develop strategy to identify goals
- ☒ Determine vendors and carriers selection criteria
- ☒ Analyze marketplace and vendors and carriers options as requested
- ☒ Support vendors and carriers through competitive bidding/proposal process
- ☒ Evaluate vendors and carriers proposals
- ☒ Compile due diligence of finalists
- ☒ Negotiate financial and contractual terms and funding arrangements
- ☒ Compare with incumbent vendors and carriers and identify finalists
- ☒ Facilitate decision-making process
- ☒ Communicate decisions to all vendors and carriers

Vendor and Carrier Implementation Management

- ☒ Create timeline of expectations
- ☒ Communicate coverage termination to incumbent, if applicable
- ☒ Assist in the completion and delivery of placement paperwork
- ☒ Attend or present at employee communication meetings

EMPLOYEE BENEFITS CONT'D

Renewal Analysis

- ☒ Establish renewal timeline and goals
- ☒ Review claims experience, demographics, and employee contributions strategies
- ☒ Analyze and validate vendors and carriers renewal terms
- ☒ Negotiate renewals with respective vendors and carriers
- ☒ Coordinate all related plan design and financial requests to vendors and carriers
- ☒ Provide renewal alternatives with employee and strategy cost impact
- ☒ Create employee contribution modeling reports
- ☒ Assist with annual budget projections
- ☒ Communicate decisions to all vendors and carriers
- ☒ Present to senior management or board of directors as requested

Training, Development, and Education

- ☒ Open enrollment meeting presentation
- ☒ Payroll stuffers, posters, newsletter articles
- ☒ Education meetings on various benefits-related topics

Day-to-day Administration and Management

- ☒ Claim problem resolution
- ☒ Assist with contract and policy review
- ☒ Provider network issues
- ☒ Assist with billing, enrollment, and eligibility issues
- ☒ Assist in daily administration of policy changes, service issues and/or questions

Additional Services **(May Be Provided By a Third Party Administrator)**

- ☒ Health Advocate

Surveys and Assessments

- ☒ Employee satisfaction survey
- ☒ Benefit design survey
- ☒ 360 degree feedback survey

Exhibit B: Brokerage Service Fees

MMA will receive, as compensation for its services under this Agreement, fees in the amount of $25,000.00 per year, which amount will be billed and paid in:

- ☐ In one annual invoice
- ☐ Equal quarterly invoices in the amount of $
- ☒ Equal monthly installments in the amount of $2,083.33
- ☐ Other _____

First installment is due approximately 30 days from receipt of the signed agreement. Future installments will be due on the 1st of each month.

COMPENSATION IS:

☒ In addition to commission included in the premiums that Client remits to insurance company(ies) involved. The above fee applies to NJ State Health Benefitsplans only. Commission is included in the premiums for Delta Dental, USAble and Aflac.

TRAVEL EXPENSES:

☒ Included in fees above

3

Exhibit C: Employee Benefits Coverage Types

The following plans/carriers are understood to be in Client's current benefit portfolio and are included in the pricing (Exhibit B.) Changes to the current plan design may impact pricing.

COVERAGE TYPES	CARRIER/VENDOR
Employer Sponsored Plans	
• Medical	New Jersey State Health Benefit
• Stop Loss	
• Dental	Delta Dental
• Vision	
• Basic Life & AD&D	
• Supplemental Life & AD&D	USAble Life
• Short Term Disability	
• Long Term Disability	
• Long Term Care	
• Patient Advocacy	
• Business Travel Accident	
• Pre-Paid Legal	
• ID Theft	
• Worksite (Accident, Critical Illness, Inc.)	Aflac
• Pet Insurance	
• Virtual/Online Care	
• Other	

MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC (Northeast)
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 400
Saddle Brook, New Jersey 07663
(800) 642-0106

APPENDIX A
COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: http://global.marsh.com/about/. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.

- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/resource/compensation-guide-for-client.pdf**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

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

RESOLUTION # 2020 -63

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

WHEREAS, the employees listed on the attached schedule have accrued sick time due from the Township and per union contract the Township will at the employees request, annually buy back a maximum of five (5) days of unused sick leave in December of any year, from employees who have not used more than the amount of sick days as determined in their union contracts; 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 her signature _____ that adequate funding is available for such payment in the 2019 budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to the employees listed on the attached schedule not to exceed the amount of **$3,633.67** is authorized and chargeable to the 2019 Budget:

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

William Mastriana
Chief of Police

CAPTAIN MARTIN BIERSBACH
Executive Officer

LT. WILLIAM PRIOLE
Administrative Services Commander

LT. PATRICK GREENE
Patrol Bureau Commander

HEADQUARTERS
Cape May County Airport
405 Breakwater Road
Erma, NJ 08204

Office: (609) 886-1619
Fax: (609) 889-6664

Date: January 3, 2020

To: Chief William Mastriana

From: Det Michael Iames Jr.

Subject: Sick Time

Sir,

I am writing to request to sell back forty (40) hours of unused sick time per contract with PBA Local 59. I have used a total of eight (8) hours in 2019.

Respectfully Submitted,

Det Michael Iames Jr. #195

0 *

0 *

29.9704 x
40 =
1,198.016 **

Approved Capt. 139

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana

FROM: Lieutenant Donald Vanaman

DATE: January 2, 2020

SUBJECT: Sick Time Sell Back

Chief,

I would like to sell back 40 hours of sick time. I used 30 hours of sick time during the previous year.

Respectfully Submitted,

#174 LT

Donald Vanaman, Jr.
Lieutenant Badge 174

40 x
60.0714 =
2,[illegible]3[illegible].056 **

C *File*

Date	*Officer*	*Comments*
1-3-20	Capt. [illegible]	Fwd to Chief Approved

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

RESOLUTION #2020-64

Title: **APPOINTMENT TO THE RECREATION ADVISORY BOARD – REPLACING A MEMBER WHO HAS RESIGNED**

WHEREAS, Joseph Wareham has tenured his resignation to the Recreation Advisory Board, creating an opening to fill his term which expires on December of 2020; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following individual is hereby appointed to serve on the Recreation Advisory Board :

Name	Type	Term Exp.
Lonnie Bedell, Jr.	Regular Member	December, 2020 (unexpired term)

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
PERRY			X				
ROY		X	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 January 22, 2020.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY
Res. # 80-201 Board/Comm./Auth. RAB

Term Exp. 12/2020 Replaced Wave Lam or Reappointed

TOWNSHIP OF LOWER
CITIZEN LEADERSHIP FORM

RCVD JAN 16 '20

NAME Lonnie A. Bedell Jr.

CITY AND STATE Villas N.J.

YEARS OF RESIDENCY IN TOWNSHIP 37yrs OCCUPATION Mechanic for Fare Free Transportation

Please **number in order of preference** which ones you wish to be considered for.

_____ Cable Television Advisory Board
_____ Environmental Commission
_____ Historic Preservation Commission
_____ Citizen Advisory Board
_____ Municipal Utilities Authority
_____ Planning Board
__X__ Recreation Advisory Board
_____ Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. **List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.**

I served on the Rec Board for 15 years. Past president for the Optimist. Recipient for the Citizen of the year Award Served on the Little League Board & past president.

Date: 1-16-20 Signature: Lonnie Bedell Jr (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

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

RESOLUTION #2020- 65

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	Description	Amount
DAVID PERRY	CONTRACTUAL REIMBURSEMENT	$55.00
DAVID PERRY	CONTRACTUAL REIMBURSEMENT	$569.30
	TOTAL BILL LIST	$624.30

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
PERRY						X	
ROY		X	X				
SIPPEL	X		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 January 22, 2020.

Julie A Picard, Township Clerk