

Signed Resolutions - October 1, 2018

- Res. #2018-306 Payment of Vouchers \$ 859,460.01
- Res. #2018-307 Authorizing Payout of Terminal Leave (J.Hill \$292.67)
- Res. #2018-308 Resolution Authorizing a Shared Services Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services (1 year)
- Res. #2018-309 Authorization for the Payout of Accumulated Compensatory Time (D.Whitten \$7,769.04)
- Res. #2018-310 A Resolution Appointing A Clean Communities Coordinator (L.Thomas \$3,500; 1/1/18-12/31/19)
- Res. #2018-311 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2018-312 Certification of Lot Clearing Charges to the Tax Collector (5 properties \$4,350.)
- Res. #2018-313 Amending Bid Acceptance and Award of 2019 Ford Explorer Base Model 4WD for Fire Safety
- Res. #2018-314 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client Privilege; Possible Litigation**



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00784 CAPE MAY STAR & WAVE	18-02472	09/19/18	LEGAL PUBLICATION 9/12	Open	83.08	0.00		
01110 COLLEEN CRIPPEN	18-02437	09/14/18	PRIORITY MAIL TO TRENTON 9/14	Open	13.65	0.00		
01200 DELTA DENTAL PLAN OF NJ	18-02544	09/27/18	GROUP 9427 SEPT 2018	Open	1,267.20	0.00		
01690 GRANTURK EQUIPMENT CO*	18-00905	03/29/18	PARTS FOR RECYCLING/MAY	Open	387.92	0.00		
	18-01219	05/02/18	PARTS FOR RECYCLING/JUNE	Open	1,077.66	0.00		
	18-01220	05/02/18	PARTS FOR RECYCLING/JULY	Open	812.78	0.00		
					<u>2,278.36</u>			
01768 ROBERT HARTMAN JR	17-00765	03/21/17	2017 EQUIP. ALLOWANCE	Open	150.00	0.00		
	18-00818	03/27/18	2018 EQUIP. ALLOWANCE	Open	149.00	0.00		B
					<u>299.00</u>			
02134 THOMAS KEYWOOD	18-02468	09/18/18	CONTRACTUAL REIMBURSEMENT M	Open	603.34	0.00		
02136 TED KINGSTON INC*	18-00153	01/18/18	2018 RADIO MAINT - FEBRUARY	Open	512.46	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	18-02075	07/30/18	PARTS FOR POLICE VEHICLES/SEPT	Open	842.74	0.00		
02183 KLENSWITE POOL SPA SUP.CO INC*	18-01301	05/11/18	WEEKLY SERVICE-LIQUID CHLORINE	Open	3,044.25	0.00		
02247 LAWSON PRODUCTS, INC.*	18-01970	07/18/18	SUPPLIES FOR RECYLING/SEPT	Open	699.52	0.00		
02248 LAWMEN SUPPLY*	18-02328	08/31/18	UNIFORMS	Open	194.00	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	18-02373	09/06/18	INSTALLATION & AWARDS DINNER	Open	195.00	0.00		
	18-02374	09/06/18	ANNUAL CONTRIBUTION RES #291	Open	4,000.00	0.00		
					<u>4,195.00</u>			
02418 MAJESTIC SEWER AND DRAIN*	18-02332	08/31/18	SEWER BACKUP AT POOL-EMERGENCY	Open	185.00	0.00		
02461 JOHN MAHER	18-02521	09/25/18	CONTRACTUAL REIMBURSEMENT M	Open	2,267.06	0.00		
02538 MARSH & MCLENNAN AGENCY, LLC*	18-00140	01/16/18	DNE \$26,664 RES 18-43 BROKER	Open	2,222.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02541 ROBERT D. MARTIN, JR	18-02499	09/21/18	CONTRACTUAL REIMBURSEMENT M	Open	52.01	0.00		
02725 THOMAS MILLS	18-02470	09/18/18	INSPECTION 101 APPLEBLOSSOM	Open	28.23	0.00		
02777 RR DONNELLEY*	18-02312	08/28/18	SAFETY PAPER - REGISTRAR	Open	367.50	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALIT*	18-02442	09/14/18	LEGISLATIVE BULLETIN 2018-2019	Open	28.00	0.00		
	18-02461	09/18/18	2018 LEAGUE CONF NOV 13,14 &15	Open	1,045.00	0.00		
	18-02496	09/21/18	2018 LEAGUE NOV 13,14 & 15	Open	55.00	0.00		
					<u>1,128.00</u>			
03172 OFFICE BUSINESS SYSTEMS INC*	18-01305	05/11/18	WIRING AND JACKS FOR COURTROOM	Open	600.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	18-02372	09/06/18	CLEANING SUPPLIES	Open	1,072.36	0.00		
03305 PEDRONI FUEL*	18-02428	09/13/18	NO LEAD GAS	Open	1,105.45	0.00		
03518 RIGGINS, INC.*	18-02355	09/05/18	OFF HIGHWAY DIESEL	Open	328.90	0.00		
	18-02538	09/26/18	OFF HIGHWAY DIESEL	Open	651.55	0.00		
					<u>980.45</u>			
03522 TSI INC	18-02250	08/20/18	3YEAR CALIBRATION PLAN	Open	741.36	0.00		
03613 SEA ISLE ICE CO. INC.*	18-02354	09/05/18	ICE FOR DPW	Open	157.50	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL	18-02481	09/19/18	REIMBURSE HALF OF TOTAL BILL	Open	265.63	0.00		
03954 VAN NOTE-HARVEY ASSOCIATES*	17-02751	10/25/17	RES 2017-281 TAX MAP	Open	18,126.25	0.00		B
03969 VERIZON	18-02490	09/20/18	LANDLINES 9/13/18 TO 10/12/18	Open	242.57	0.00		
03992 VAL-U AUTO PARTS LLC*	18-01231	05/02/18	RDS/SANT/RECY/DPW/JULY	Open	3,331.33	0.00		
04097 CINTAS FIRST AID AND SAFETY*	18-02277	08/23/18	SUPPLIES FOR RECREATION DEPT.	Open	140.47	0.00		
	18-02469	09/18/18	FIRST AIDE SUPPLIES 8/20/18	Open	162.41	0.00		
					<u>302.88</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04266 NJ DEPT OF HEALTH&SENIOR SVCS	18-02432	09/13/18	DOG FEE JULY CORRECTION	Open	10.80	0.00		
04300 W B MASON CO INC*	18-02377	09/06/18	OFFICE SUPPLIE FIRE SAFETY	Open	73.26	0.00		
04301 SEASHORE ASPHALT CORPORATION*	18-01225	05/02/18	ASPHALT/PATACH/RDS/JULY	Open	333.75	0.00		
04327 SHI INTERNATIONAL CORP*	18-02331	08/31/18	INFOSHARE ANNUAL RMS CONTRACT	Open	6,900.00	0.00		
2023 ATLANTIC TACTICAL INC*	17-01918	07/14/17	ARMOR EQUIPMENT	Open	6,883.80	0.00		
4104 DOUGLASS LANDSCAPING LLC*	18-02388	09/11/18	lot clearing 704 leaming	Open	375.00	0.00		
5027 CAPE MAY COUNTY FIRE PROTECTIO	18-02111	07/31/18	ANNUAL ASSOCIATE DUES	Open	100.00	0.00		
5032 NORTH WILDWOOD \$ CREST SHIRT*	18-02369	09/06/18	SUPPLEMENTAL UNIFORMS	Open	540.60	0.00		
6059 USABLE LIFE	18-02520	09/24/18	LIFE INSURANCE OCTOBER 2018	Open	569.64	0.00		
7098 SHORE VETERINARIAN ANIMAL *	18-00139	01/16/18	ANIMAL CNTRL DNE \$54K RES18-20	Open	4,500.00	0.00		B
7196 LAUREN HUGGINS SUIT*	18-00085	01/10/18	RES 18-09 DNE \$10,400	Open	866.67	0.00		B
7199 STAPLES CREDIT PLAN-INSTORE PU	18-02170	08/09/18	OFFICES SUPPLIES	Open	684.44	0.00		
	18-02230	08/16/18	OFFICE SUPPLIES	Open	616.39	0.00		
	18-02236	08/20/18		Open	204.85	0.00		
	18-02266	08/22/18	OFFICE SUPPLIES	Open	142.19	0.00		
	18-02268	08/22/18	RAFFLE TICKET ROLLS	Open	52.96	0.00		
	18-02324	08/31/18	OFFICE SUPPLIES	Open	72.92	0.00		
	18-02353	09/05/18	OFFICE SUPPLIES	Open	71.92	0.00		
	18-02367	09/06/18	OFFICE SUPPLIES	Open	228.90	0.00		
	18-02387	09/10/18	OFFICE SUPPLIES	Open	41.13	0.00		
	18-02424	09/13/18	PAPER	Open	522.18	0.00		
					2,637.88			
7217 JOANNE OLIVERI	18-02334	08/31/18	REFUND OF REGISTRATION FEE	Open	125.00	0.00		
7251 REIT LUBRICANTS CO*	18-02064	07/27/18	200g BULK AW32 HYDRAULIC OIL	Open	1,114.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>7251 REIT LUBRICANTS CO* Continued</b>								
	18-02270	08/22/18	15 W40 DIESEL OIL	Open	1,613.25	0.00		
					<u>2,727.25</u>			
<b>7269 TOM DUNLEVY'S LANDSCAPE LLC*</b>								
	18-01757	06/19/18	115 Orchard drive lot clearing	Open	600.00	0.00		
	18-01758	06/19/18	7 Pennsylvania Ave	Open	200.00	0.00		
					<u>800.00</u>			
<b>7386 COREY SCHEID</b>								
	18-00833	03/27/18	2018 EQUIP. ALLOWANCE	Open	102.43	0.00		B
<b>7400 WATCHGUARD VIDEO</b>								
	18-02055	07/26/18	CAR & BODY CAMS	Open	6,277.50	0.00		
<b>7508 BLANEY &amp; KARAVAN PC*</b>								
	18-00131	01/11/18	RES# 18-05 PROSECUT DNE 37,500	Open	3,125.00	0.00		B
	18-01682	06/11/18	RES 18-184 TAX APPEAL DNE \$10K	Open	406.25	0.00		
					<u>3,531.25</u>			
<b>7636 MOTT MACDONALD LLC*</b>								
	16-02312	08/29/16	ENGINEERING FOR ROSEANN AVE	Open	15,537.61	0.00		B
	18-01691	06/11/18	ROSEANN AVE/BAYSHORE ESTATES	Open	17,892.00	0.00		B
	18-02229	08/16/18	USACE PLANS	Open	700.00	0.00		B
	18-02508	09/21/18	PROFESSIONAL ENGINEERING	Open	41.55	0.00		
	18-02509	09/21/18	PROFESSIONAL ENGINEERING	Open	3,836.65	0.00		
	18-02510	09/21/18	PROFESSIONAL ENGINEERING	Open	124.25	0.00		
	18-02511	09/21/18	PROFESSIONAL ENGINEERING	Open	138.50	0.00		
	18-02512	09/21/18	PROFESSIONAL ENGINEERING	Open	1,880.22	0.00		
	18-02513	09/21/18	PROFESSIONAL ENGINEERING	Open	605.50	0.00		
					<u>40,756.28</u>			
<b>7771 CITY OF WILDWOOD</b>								
	18-02356	09/05/18	EMS SHARED SERVICE	Open	5,000.00	0.00		
<b>7811 KYOCERA DOCUMENT SOLUTION AMER</b>								
	18-02536	09/26/18	POOLED SERVICES 21230/21231	Open	78.00	0.00		B
<b>7820 DEBLASIO &amp; ASSOCIATES, P.C.*</b>								
	17-03248	12/12/17	RES17-327 ENG DOUGLASS DNE 55K	Open	680.00	0.00		
<b>7929 AMAZON CAPITAL SERVICES, INC</b>								
	18-02370	09/06/18	SUPPLIES	Open	594.04	0.00		
	18-02401	09/11/18	FIRESAFETY KENMORE FRIDG	Open	649.99	0.00		
	18-02417	09/12/18	OFFICE SUPPLIES	Open	214.92	0.00		
	18-02425	09/13/18	OFFICE SUPPLIES	Open	173.08	0.00		
	18-02465	09/18/18	COFFEE/DPW	Open	165.86	0.00		
	18-02489	09/20/18	PHOTO PAPER & COVERS	Open	31.47	0.00		
	18-02497	09/21/18	9/21/18 TOWNHALL SUPPLIES	Open	29.40	0.00		
					<u>1,858.76</u>			
<b>7990 CODYS POWER EQUIPMENT</b>								
	18-02191	08/10/18	TORO 52" LAWN MOWER	Open	7,542.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7998 JEFF LAAG	18-02350	09/04/18	TRAILER REPAIR	Open	57.00	0.00		
8202 BRITTON INDUSTRIES, INC	18-02252	08/21/18	RES #18-278 GRIND/REMOVE BRUSH	Open	144,950.00	0.00		
BLAUE BLAUER ASSOCIATES INC*	15-01940	07/22/15	RES#2015-214 2016 SMALL CITIES	Open	1,125.00	0.00		B
JAMES MICHAEL JAMES	18-00820	03/27/18	2018 EQUIP. ALLOWANCE	Open	150.00	0.00		
Total Purchase Orders:		112	Total P.O. Line Items:	0	Total List Amount:	865,481.59	Total Void Amount:	0.00

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

RESOLUTION #2018- 306

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	Description	CK #	Amount
LOWES HOME CENTER	SUPPLIES FOR TOWNSHIP SEPT	63148	\$605.09
	TOTAL Manual Checks		\$605.09
	TOTAL Computer Generated		\$858,854.92
	TOTAL BILL LIST		\$859,460.01

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			+			
PERRY			+			
ROY			+			
SIPPEL		+	+			
SIMONSEN	+		+			

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 October 1, 2018.

  
Julie A. Picard, Township Clerk

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

RESOLUTION # 2018-307

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

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

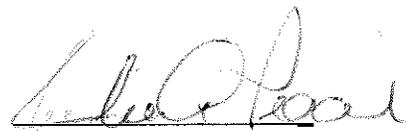
**WHEREAS**, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Joseph Hill in the amount of \$ 292.67 is authorized and chargeable to the Reserve for Accumulated Absences.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A Picard, Township Clerk

Hill, Joseph

TOWNSHIP OF LOWER  
RETIREMENT PAYOUT ANALYSIS  
DATE:

EMPLOYEE: Hill, Joseph  
DATE OF RESIGNATION: 9/20/2018  
DATE OF PAYMENT: \_\_\_\_\_  
RESOLUTION #: \_\_\_\_\_

Annual Salary:	\$32,500.00
Hourly Rate:	\$15.6250
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	15.63	0.00
Personal	8.68	15.63	135.67
Sick	0.00	15.63	0.00
Vacation	10.05	15.63	157.00
	18.73		
<b>Terminal Leave Payout</b>			<b>\$292.67</b>

	(A)	(B)	(C)	(B * C)	(E)	A + D - E	
	Carryover	Annual	21 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp				0.00		0.00	
Personal	0.00	21.50	0.40	8.68	0.00	8.68	contract max
Sick	0.00	80.75	0.40	32.61	13.00	0.00	840 hours
Vacation	0.00	64.50	0.40	26.05	16.00	10.05	
<b>Total</b>	<b>0.00</b>	<b>166.75</b>	<b>1.21</b>	<b>67.34</b>	<b>29.00</b>	<b>18.73</b>	

Accrual and time used are current to 09/20/18 subject to change if time is used or not currently reported.

Employee Signature: \_\_\_\_\_

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

Treasurer's Signature: \_\_\_\_\_

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

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

RESOLUTION # 2018-308

Title: **RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

**WHEREAS**, The Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and

**WHEREAS**, the CMCMUA's System, is comprised of the CMCMUA's Secure Sanitary Landfill, Solid Waste Transfer Station, and Intermediate Processing Facility, as well as several recycling operations and programs; and

**WHEREAS**, the Township of Lower has utilized and desires to continue to utilize the services of the CMCMUA's System; and

**WHEREAS**, there presently exists a contract between the Township of Lower and the Authority for the use of the CMCMUA's System for the disposal, transfer and recycling of solid waste which will expire on December 31, 2018 entitled "Shared Services Agreement for Solid Waste Disposal" (the Existing Agreement); and

**WHEREAS**, there also presently exists, as an integral component of the existing Agreement, a supplemental contract between the Township of Lower and the Authority entitled "Shared Services Agreement for Source Separation and Recycling (the "Recycling Agreement") which expires on December 31, 2018; and

**WHEREAS**, the Township of Lower and the Authority desire to enter into a new agreement which has combined the Existing Agreement and the Recycling Agreement into one agreement entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" and to fix the expiration date of said Agreement to occur on December 31, 2019; and

**WHEREAS**, the Authority has offered the "Shared Service Agreement for Solid Waste Disposal and Recycling Services" to the Township of Lower in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's Solid Waste System from January 1, 2019 through December 31, 2019; and

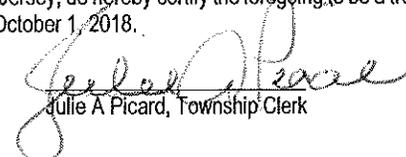
**WHEREAS**, the CMCMUA has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both solid waste disposal and certain recycling services through December 31, 2019; and

**WHEREAS**, N.J.S.A 40A;65-1 et seq. authorizes a municipality to enter into a contract with any other local unit for the sharing of governmental services.

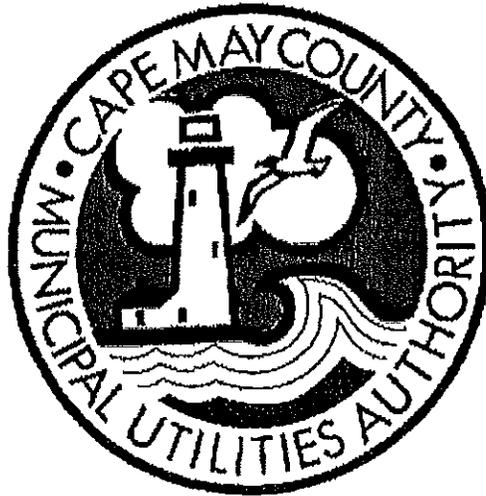
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey, that the Township of Lower shall enter into a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2019, in the form to be maintained on file in the Office of the Township of Lower Clerk, and that the appropriate Township of Lower officials are hereby authorized and directed to execute said Agreement.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A. Picard, Township Clerk

**SHARED SERVICES  
AGREEMENT FOR  
SOLID WASTE DISPOSAL AND RECYCLING  
SERVICES**



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

TOWNSHIP OF LOWER

Effective

January 1, 2019

**SHARED SERVICES AGREEMENT**

**FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

**TABLE OF CONTENTS**

	<b>Page</b>
Article I. Definitions.....	4
Article II. Commencement and Term.....	4
Article III. Municipality Responsibilities .....	4
Article IV. CMCMUA Responsibilities.....	5
Article V. Ownership of Recyclable Materials.....	5
Article VI. Solid Waste Disposal Rates”.....	6
Article VII. Recyclable Materials Disposal Rates.....	8
Article VIII. Billing and Payments .....	8
Article IX. Revenues from Cape May County Generated Recyclable Materials.....	8
Article X. Recyclable Materials Reports .....	9
Article XI. Technical and Educational Assistance.....	9
Article XII. Ordinances .....	9
Article XIII. CMCMUA Solid Waste Facilities Dates and Hours of Operation .....	9
Article XIV. Licensing of Transporters .....	10
Article XV. Monitoring of Solid Waste Disposal Activities .....	10
Article XVI. Failure of the Municipality to Perform .....	10
Article XVII. Failure of the CMCMUA to Perform.....	11
Article XVIII. Disputes.....	11
Article XIX. Force Majeure .....	12
Article XX. Excusable Termination of Agreement .....	12
Article XXI. Penalty.....	12
Article XXII. Governing Law .....	13
Article XXIII. Severability .....	13
Article XXIV. Successors and Assigns.....	13
Article XXV. Notices .....	13
Article XXVI. Successor Agreement.....	14
Article XXVII. Entire Agreement .....	14
Article XXVIII. Favored Municipality Status .....	14

**SHARED SERVICES AGREEMENT**

**FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

This Agreement, is made and dated as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the Township of Lower hereinafter called ("Municipality").

**WITNESSETH:**

**WHEREAS**, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. permits local units of this state to enter into a contract with any other local unit for the joint provisions within their combined jurisdictions of any service which any party to the agreement is empowered to render within its jurisdiction; and

**WHEREAS**, the CMCMUA and Municipality have authorized and approved of this agreement by resolution duly adopted pursuant to N.J.S.A. 40A:65-J of the Uniform Shared Services Consolidation Act; and

**WHEREAS**, the CMCMUA owns and operates a Solid Waste System comprised of the CMCMUA's Secure Sanitary Landfill, Solid Waste Transfer Station, and Intermediate Processing Facility ("IPF"), as well as several recycling operations and programs; and

**WHEREAS**, the Municipality and the CMCMUA, sometimes referred to each individually as a "Party" and collectively as the "Parties", by resolution in the case of the CMCMUA and Ordinance in the case of the Municipality duly adopted by their respective governing bodies, wish to enter into an agreement for Solid Waste disposal and Recycling services for a period ending on December 31, 2019;

**NOW, THEREFORE**, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Shared Services Agreement for Solid Waste Disposal and Recycling Services (the "Agreement"), the CMCMUA and the Municipality agree as follows:

**Article I. Definitions**

"Recyclable Materials" shall consist of all single stream recyclable materials as defined in the "*Cape May County Solid Waste Management Plan*", as amended, the "*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*", as amended, and as summarized in Exhibit "A".

"Type 10 - Municipal Solid Waste", "Type 13 - Bulky Waste", "Type 23 - Vegetative Waste", "Type 25 - Animal and Food Processing Waste", and "Type 27 - Dry Industrial Waste (non-hazardous)" shall consist of solid waste as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

**Article II. Commencement and Term**

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2019 and shall remain in effect until December 31, 2019.

**Article III. Municipality Responsibilities**

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the "*Cape May County Solid Waste Management Plan*", as amended, (hereinafter the "Plan") and the "*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*", as amended, (hereinafter the "Terms and Conditions"), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Recyclable Materials generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Recyclable Materials delivered to the CMCMUA to be free from all contaminants which include, but are not limited to, the following: dirt, sand, food waste, appliances, household and commercial trash, asphalt, wood, concrete and

any other items not a designated by the Plan or the Terms and Conditions as a Recyclable Material.

Loads of recyclables found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

#### **Article IV. CMCMUA Responsibilities**

The CMCMUA shall accept for disposal all Solid Waste and Recyclable Materials delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Recyclable Materials drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

#### **Article V. Ownership of Recyclable Materials**

All Recyclable Materials delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

**Article VI. Solid Waste Disposal Rates<sup>1,2,3,4</sup>**

The CMCMUA shall charge the Municipality a Solid Waste disposal fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2019, the solid waste disposal fees for the above referenced Solid Waste types shall be increased by no more than two (2) percent from the solid waste disposal fees as established in the User Fees, effective January 1, 2018. The solid waste disposal fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's solid waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the Solid Waste System including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated solid waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A of this Agreement.

The CMCMUA reserves the right to further amend the solid waste disposal fees, as provided for herein, in the event that the current solid waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of solid waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

---

<sup>1</sup> The maximum solid waste disposal fees/rates referred to in this provision shall not apply to the disposal of Type 13C - Construction and Demolition Waste.

<sup>2</sup> Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

<sup>3</sup> Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum solid waste disposal fees/rates referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other solid waste types for disposal.

<sup>4</sup> Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum solid waste disposal fees/rates referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

The CMCMUA shall determine, propose and adopt solid waste disposal fees annually, which fees shall be applicable to the disposal of various categories of solid waste generated within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the solid waste disposal fees proposed and/or adopted by the CMCMUA, applicable to the solid waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the solid waste disposal fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current solid waste disposal fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current solid waste disposal fees shall not result in an increase in the solid waste disposal fees, applicable to the Municipality, which are in excess of the solid waste disposal fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current solid waste disposal fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the solid waste disposal fee from year to year until all such funds have been fully applied for this purpose<sup>5</sup>.

The solid waste disposal fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

---

<sup>5</sup> The CMCMUA will utilize all such supplemental funding which it receives, if any, for the purpose of debt reduction over a multi-year period to ensure rate stability.

**Article VII. Recyclable Materials Disposal Rates**

The receipt of Recyclable Materials generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Recyclable Materials generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

**Article VIII. Billing and Payments**

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and any recyclables which are subject to a tipping fee, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

**Article IX. Revenues from Cape May County Generated Recyclable Materials**

The CMCMUA shall pay to the Municipality, or credit to the Municipality's Solid Waste Disposal account all net positive material revenues received by the CMCMUA for the sale of Cape May County generated Recyclable Materials which are processed at the IPF in excess of annual IPF expenses. All such net positive material revenues will be distributed or credited to each participating Municipality in proportion to the Municipality's share of the total quantity of Recyclable Materials collected and delivered by the Municipality to the CMCMUA during the previous calendar year.

Any Municipality that fails to deliver, or fails to have delivered, all categories of Recyclable Materials, as referenced in Exhibit "A", generated within the Municipality for collection by, or on behalf of, the Municipality, will be assessed a surcharge for the processing of low revenue recyclables and will not be entitled to receive a full share of all net material revenues as described above. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming recyclables delivered to the IPF (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of all Recyclable

Materials from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

**Article X. Recyclable Materials Reports**

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Recyclable Materials delivered to the CMCMUA.

**Article XI. Technical and Educational Assistance**

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

**Article XII. Ordinances**

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's recyclables collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

**Article XIII. CMCMUA Solid Waste Facilities Dates and Hours of Operation**

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste and/or Recyclable Materials, as applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA's website, [www.cmcmua.com](http://www.cmcmua.com). CMCMUA Solid Waste Facilities shall be closed on Sundays.

#### **Article XIV. Licensing of Transporters**

Each solid waste hauler/transporter who delivers Municipal Solid Waste or Recyclable Materials to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. The Municipality shall advise the CMCMUA as to the identity of each solid waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

#### **Article XV. Monitoring of Solid Waste Disposal Activities**

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Municipal Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all solid waste generators and solid waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding solid waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all solid waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

#### **Article XVI. Failure of the Municipality to Perform**

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall reduce the share of net positive material revenues paid to the Municipality from the sale of Cape May County generated Recyclable Materials, as provided for in Article IX, shall, when applicable, assess a surcharge for

the processing of low revenue recyclables as provided for in Article IX of this Agreement, and/or shall at its sole discretion discontinue temporarily, or permanently, the acceptance of all Recyclable Materials from the Municipality.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Recyclable Materials delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the IPF's actual cost of processing Recyclable Materials. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

Any Municipality that fails to deliver, or fails to have delivered to the CMCMUA all categories of Recyclable Materials generated and/or collected by or on behalf of the Municipality within its corporate boundaries, will be assessed a surcharge for the processing of low revenue recyclables as described in Article IX of this Agreement and will not be entitled to receive a full share of all net positive material revenues from the sale of Cape May County generated Recyclable Materials as described in Article IX.

#### **Article XVII. Failure of the CMCMUA to Perform**

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

#### **Article XVIII. Disputes**

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually resolved, arbitration may be considered by both Parties or litigation may be pursued. In such

action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

**Article XIX. Force Majeure**

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

**Article XX. Excusable Termination of Agreement**

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

**Article XXI. Penalty**

In the event of a breach of this Agreement by either Party which is not excused under Articles XIX or XX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

**Article XXII. Governing Law**

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

**Article XXIII. Severability**

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

**Article XXIV. Successors and Assigns**

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

**Article XXV. Notices**

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Swanton, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director  
Cape May County Municipal Utilities Authority  
Post Office Box 610  
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

Mayor Erik Simonsen  
TOWNSHIP OF LOWER  
2600 Bayshore Road  
Villas, NJ 08251

Article XXVI. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2019, this Agreement shall supersede and replace any and all prior Solid Waste Disposal and/or Source Separation and Recycling Agreements between the Parties hereto.

Article XXVII. Entire Agreement

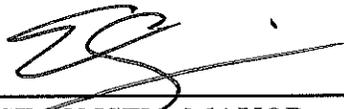
This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

Article XXVIII. Favored Municipality Status

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of solid waste disposal and recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other municipalities, either presently or at any time during the term of this Agreement, the terms of this

Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice, This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

\_\_\_\_\_  
CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

  
\_\_\_\_\_  
ERIK SIMONSEN, MAYOR  
TOWNSHIP OF LOWER

ATTEST:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DATE

ATTEST:

  
\_\_\_\_\_  
JULIE PICARD, MUNICIPAL CLERK

  
\_\_\_\_\_  
DATE

EXHIBIT "A"

**TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING**

**CAPE MAY COUNTY SINGLE STREAM RECYCLABLE MATERIALS**

<u>Single Stream Recyclable Material</u>	<u>Disposition</u>
<ul style="list-style-type: none"><li>◦ <b><u>Paper Products</u></b> - Newspaper with inserts, magazines, office paper, junk mail, shredded paper, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, and chipboard packaging including but not limited to dry food boxes (cereal, rice, pasta, cookie, cracker, etc.), gift, shoe and tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris) and soda and beer carriers. Remove and throw away all liner bags, food contaminated paper and waxed-coated cardboard boxes. Shredded paper shall be placed in a clear plastic bag.<sup>1</sup></li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge for participating municipalities. <sup>2</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Glass Food &amp; Beverage Containers</u></b> - Clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass and light bulbs. All food and liquid residue and caps and lids shall be removed from containers.<sup>1</sup></li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge for participating municipalities. <sup>2</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Metal Food &amp; Beverage Cans</u></b> - Aluminum and steel food and beverage cans, 5 gallons or less in size, including empty aerosol cans. No paint cans. All food and liquid residue shall be removed from containers.<sup>1</sup></li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge for participating municipalities. <sup>2</sup>
<ul style="list-style-type: none"><li>◦ <b><u>Plastic Bottles, Jars, Jugs, and Containers</u></b> - Plastic bottles, jars, jugs, and containers imprinted with a  (PETE),  (HDPE),  (PVC),  (LDPE),  (PP),  (PS), or  (Other) on the bottom, and other hard plastic containers, regardless of color, 5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers, plastic buckets (without metal handle) and landscape pots. Excluding Styrofoam packaging, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. All food and liquid residue and caps and lids shall be removed from containers.<sup>1</sup></li></ul>	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the CMCMUA Intermediate Processing Facility or Transfer Station at no charge for participating municipalities. <sup>2</sup>

<sup>1</sup> Paper, glass, metal and plastic bottles, jars, jugs, and containers can be mixed together for "single stream" delivery to the CMCMUA IPF.

<sup>2</sup> Participating municipalities executed a Shared Services Agreement on Source Separation and Recycling Services with the CMCMUA.

**EXHIBIT "B"**

**TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING  
CAPE MAY COUNTY RECYCLING PROGRAM**

<u>Source Separated Material</u>	<u>Disposition</u>
◦ <b><u>Computers and Consumer Electronics</u></b> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.	Delivered to the CMCMUA's Transfer Station or Landfill at no charge for participating municipalities, businesses, non-profits, and residents. <sup>2</sup> Some municipalities provide curbside collection or a container at their drop off depot.
◦ <b><u>"White Goods", Ferrous Scrap and Non-ferrous Scrap</u></b> – Washers, dryers, ovens, water heaters, sheet metal, metal piping, refrigerators, air conditioners and other "CFC" appliances.	Most municipalities provide curbside collection and/or drop off depot. Delivered to the CMCMUA Transfer Station or Landfill at no charge. "CFC's" will be removed free of charge.
◦ <b><u>Leaves</u></b>	Delivered to leaf compost staging area at the CMCMUA Sanitary Landfill only at no charge.
◦ <b><u>All ferrous and non-ferrous scrap</u></b> - excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs	Delivered to the CMCMUA's Transfer Station or Sanitary Landfill at no charge.
◦ <b><u>White Goods</u></b> - bulky household metals including refrigerators, washers, dryers, ovens and water heaters	Delivered to the CMCMUA's Transfer Station or Sanitary Landfill at no charge. CFC's will be removed free of charge.
◦ <b><u>Grass Clippings and Christmas Trees</u></b>	Grass clippings are to be delivered to and accepted at the CMCMUA Sanitary Landfill only at no charge. Christmas trees are accepted at the CMCMUA Sanitary Landfill and the Transfer Station at no charge.
◦ <b><u>Wood Pallets</u></b>	Delivered to the CMCMUA's Transfer Station and the Multi-Class Recycling Center at the Sanitary Landfill at no charge.
◦ <b><u>Film Plastic</u></b> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics	Delivered to CMCMUA Transfer Station and Sanitary Landfill at no charge.
◦ <b><u>Street Sweepings</u></b>	Delivered to the CMCMUA Sanitary Landfill at no charge.
◦ <b><u>Catch Basin Clean Out (dewatered)</u></b>	Delivered to the CMCMUA Sanitary Landfill at no charge.
◦ <b><u>Household Hazardous Waste Collection Days</u></b>	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).
◦ <b><u>Litter Abatement Program</u></b>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".

**EXHIBIT "B"**

**TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING  
CAPE MAY COUNTY RECYCLING PROGRAM**

**Source Separated Material**

**Disposition**

- ° **Abandoned Buildings**

This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
  
- ° **Lead Acid Batteries** - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries

Delivered to CCMUA Transfer Station or Sanitary Landfill at no charge.
  
- ° **Antifreeze** - which is free of contaminants

Delivered to CCMUA's Transfer Station or Sanitary Landfill at no cost (limited to 5 gallons per day per customer).

Cape May County Municipal Utilities Authority

RESOLUTION NO. 117-18

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

WHEREAS, the System is comprised of the CMCMUA's Secure Sanitary Landfill, Solid Waste Transfer Station, Intermediate Processing Facility, as well as several recycling operations and programs; and,

WHEREAS, there presently exists a contract between various municipalities within Cape May County (hereinafter the "Municipalities") and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a seven (7) year period ending on December 31, 2018 entitled "Shared Services Agreement for Solid Waste Disposal" (hereinafter the "Existing Agreement"); and,

WHEREAS, there also presently exists, as an integral component of the Existing Agreement, a supplemental contract between the Municipalities and the CMCMUA entitled "Shared Services Agreement for Source Separation and Recycling" which also expires on December 31, 2018; and,

WHEREAS, the CMCMUA now desires to offer to each municipality within Cape May County the opportunity to enter into a new agreement entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" and to fix the expiration date of said Agreement to occur on December 31, 2019; and,

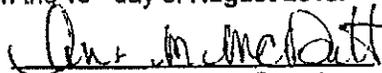
WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a municipality to enter into a contract with any other local unit for sharing of governmental services.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute said Agreement with each municipality within Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Mr. Groon			X			
Ms. Heenan			X			
Mr. Rixey			X			
Ms. Saduk		X	X			
Mr. Betts			X			

I hereby certify the foregoing to be a true and correct copy of Resolution No. 117-18 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 15<sup>th</sup> day of August 2018.

  
Assistant Corporate Secretary

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

RESOLUTION # 2018-309

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

 WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature that adequate funding is available for such payment in the current 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 Douglass Whitten in the amount of \$7,769.04 is authorized and chargeable to the 2018 Budget account 8-01-25-240-125.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A. Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

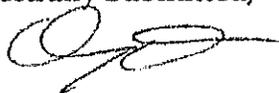
SPECIAL REPORT

TO: Chief William Mastriana  
FROM: DSG. Douglas Whitten  
DATE: September 21, 2018  
SUBJECT: Request to cash out Comp. Time

Sir,

Please consider my request to cash out 150 hours of Compensation Time.

Respectfully Submitted,



Douglas Whitten  
Detective Sergeant Badge 152

C	File	Date	Officer	Comments
		9/21/2018	Whitten	forward to township for approval

0 • \*

150 • x

51 • 7936 =

7,769 • 040 \*+

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

RESOLUTION #2018-310

Title: A RESOLUTION APPOINTING A CLEAN COMMUNITIES COORDINATOR

WHEREAS, the Township of Lower participates in New Jersey's Clean Communities Program, which is a comprehensive, statewide liter-abatement program; and

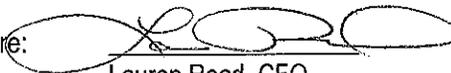
WHEREAS, in order to participate in the Clean Communities Program, the Township must designate a Clean Communities Coordinator; and

WHEREAS, Linda Thomas possesses the required certification from the State of New Jersey, the knowledge and skills to perform the duties and the aptitude to serve as the Township of Lower's Clean Communities Coordinator; and

WHEREAS, the Township Manager has authorized payment for this position as a non-pensioned stipend in an annual amount of \$3,500.00 to be paid in equal bi-weekly payments for the term of January 1, 2018 through December 31, 2019 with retroactive pay to January 1, 2018; and

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

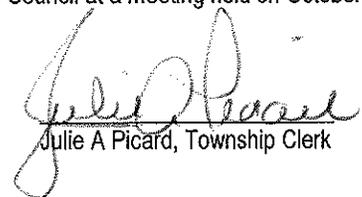
Appropriation: 8-01-26-305-100

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 Linda Thomas is hereby appointed as Lower Township's Clean Communities Coordinator as defined above.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A. Picard, Township Clerk

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

RESOLUTION # 2018-311

Title: **AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE**

**WHEREAS**, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

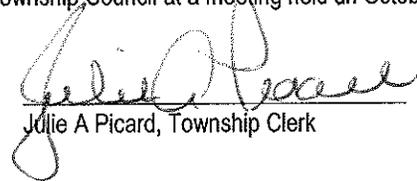
**WHEREAS**, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

**WHEREAS**, the Township of Lower intends to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the Township surplus property.

**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 of Lower is hereby authorized to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the surplus property as indicated on Schedule A on an online auction website.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPLE		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A Picard, Township Clerk

GOV DEALS 2018-311		
FIXED ASSET #	DESCRIPTION	DEPARTMENT
2447	RICOH COPIER	PLANNING
FIXED ASSET #	DIPOSED ITEMS	DEPARTMENT
580	MIDLAND RADIOS	OEM
581	MIDLAND RADIOS	OEM
582	MIDLAND RADIOS	OEM
	18 VARIOUS HANDHELD RADIOS	OEM
	<i>Multiple Radios were destroyed due to the band used is no longer allowed to be accessed and could not be sold but did not have fixed asset tags attached</i>	
556	TELEPHONE	OEM
3310	TELEPHONE	OEM
3311	TELEPHONE	OEM
2780	SWITCH BOARD/ TELEPHONE	OEM

DPW Items for GovDeals

Year	Make	Model	VIN #	Asset #
2005	Ford	F550 Dumptruck	1FDAF57P65EA52662	2098
2002	Ford	F450 Dumptruck	1FDAF57F72EB82985	
2004	Ford	F550 Dumptruck	1FDAF57P14EA37968	1770
2002	Peterbilt	Trash Truck	1NPSLTOX82N581997	2249
2004	Ford	Crown Victorian	2FAHP71W44X175312	2004
2009	Dodge	Durango	1D8HB38P99F712759	02415
2008	Dodge	Durango	1D8HB38N88F121447	2368
1987	Ford	L800 w/ Leaf Vac	1FDYW82A8HVA55361	0070
2003	John Deere	310SG Backhoe	T0310SG922133	

MISC

1 inch nuts and bolts galvanized	NONE
Kohler 50kw gasonline fired standby generator	
Generac 100kw diesel standby generator	260
Grizzly Industrial Metal Shear	
Allis Chalmers gasoline fork lift	
Bobcat Skid Steer Model 843 VIN# 503731889	0238
6- 30 Cubic yard roll off containers	2315,2316,2317,2318,2319,2320
Pallet of Police car center divider panels	
Bomag walk behind Earth Compactor Model BW 55E VIN# 101620023962	
Progrind 1000 Tub Grinder Serial # 1E1866C Model# SP211PP3	

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

RESOLUTION #2018-312

Title: CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR

WHEREAS, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code; and

WHEREAS, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition; and

WHEREAS, the properties listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

WHEREAS, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
499.13	13	BURTON, LISA	115 Orchard Drive	\$ 600.00	\$ 500.00	\$ 1,100.00
142.	15	STRATEGIC BCIFC	7 Pennsylvania Ave	\$ 200.00	\$ 500.00	\$ 700.00
334.07	9	MILSTEAD, RICHARD D	213 Arizona Ave	\$ 325.00	\$ 500.00	\$ 825.00
49	6	RIPPLE, MADONNA M	110 E St. Johns Ave	\$ 350.00	\$ 500.00	\$ 850.00
685	19	JACKSON, MARGARET	704 Leaming Ave	\$ 375.00	\$ 500.00	\$ 875.00
					<b>TOTAL</b>	<b>\$ 4,350.00</b>

WHEREAS, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A. Picard, Township Clerk



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

RESOLUTION # 2018-313

Title: **AMENDING BID ACCEPTANCE AND AWARD OF 2019 FORD EXPLORER BASE MODEL 4WD FOR FIRE SAFETY**

**WHEREAS**, there is a need to amend Resolution #2018-289 which was approved on September 5, 2018 awarding Bid # P2P 2018-09 to purchase a 2018 or 2019 Ford Explorer 4WD Base model for the Lower Police Department to Appropriation #8-01-25-240-200; and

**WHEREAS**, the Police Department has chosen not to purchase the vehicle making the contract available for Fire Safety to execute the award; and

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

Appropriation: 8-01-25-265-281

CFO Signature:

  
Lauren Read, CFO

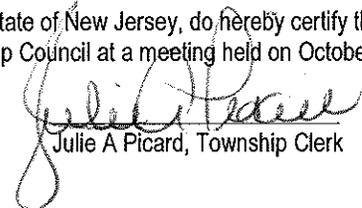
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the contract for the above is hereby awarded as follows:

**AWARD TO:** Hertrich Fleet Services Inc.

**TOTAL AWARD:** (1) One 2019 Ford Explorer Base Model  
\$26,640.00

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
ROY			X			
SIPPEL		X	X			
SIMONSEN	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 October 1, 2018.

  
Julie A Picard, Township Clerk

**jpocard**

---

**From:** mvitelli  
**Sent:** Friday, September 28, 2018 12:13 PM  
**To:** jpocard  
**Subject:** FW: vehicle purchase

---

**From:** LR TWNSH BUREAU OF FIR [<mailto:ltbfs@comcast.net>]

**Sent:** Thursday, September 27, 2018 8:43 AM

**To:** mvitelli

**Subject:** vehicle purchase

Margaret,

At our commission meeting last night, the board agreed to go forward with the purchase of a new Ford Explorer for the Bureau of Fire Safety. We have \$30,000.00 in our capital line for this purchase. Please let me know what we need to do next to complete the process.

You sent me an email on August 21, 2018 showing that \$26,950 was the current price. Can you confirm that this is still a fact.

Thank you

Donna

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

RESOLUTION # 2018-314

Title:

**A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12**

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

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

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

\_\_\_\_\_ (1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

\_\_\_\_\_ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

\_\_\_\_\_ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

\_\_\_\_\_ (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

\_\_\_\_\_ (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

\_\_\_\_\_ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.

X  (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer. **Attorney-Client Privilege; Possible Litigation**

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

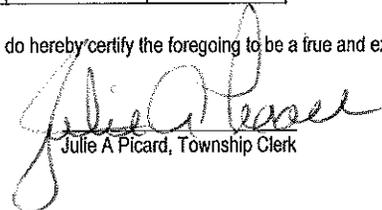
\_\_\_\_\_ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss if a license or permit belonging to the responding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

**NOW, THEREFORE, BE IT RESOLVED** by the Township council of the Township of Lower, assembled in public session on October 1, 2018 that an Executive Session closed to the public shall be held on this date at approximately 7:51 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY		X	X			
ROY	X		X			
SIPPEL			X			
SIMONSEN			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 October 1, 2018

  
Julie A. Picard, Township Clerk