

Signed Resolutions - August 1, 2016

- Res. #2016-218 Payment of Vouchers \$722,464.01
Res. #2016-219 Authorizing Payment of 2016 County Taxes -Third and Fourth Quarters (\$2,500,285.86 per quarter)
Res. #2016-220 Authorization for Waiver of Fees for Calvary Chapel Cape May (new entry way into main meeting area)
Res. #2016-221 Refund of Taxes (2 properties \$1,045.69)
Res. #2016-222 Cancellation of Taxes on 4 Clear Water Drive (\$2,467.51)
Res. #2016-223 Authorization for Waiver of Fees for Erma Fire District #3 (building repairs)
Res. #2016-224 A Resolution Authorizing and Approving A Shared Service Agreement Between the County of Cape May and the Township of Lower for Public Safety Answering, Dispatch and Related Services
Res. #2016-225 Authorizing Payout of Terminal Leave (J.Saunders \$3,088.92)
Res. #2016-226 Renewal of Commercial Excavation (Gravel Pit) Licenses (Brodesser & Cape Mining)
Res. #2016-227 Resolution Requesting Release of Performance Guarantee for Jeffrey Van Mourik Site Plan; Block 416, Lot 1.10 Escrow #Z14-08-04 (\$1,650)
Res #2016-228 Approval for an Event at Mulligan Field (fundraiser Aug 20)
Res. #2016-229 Delaware Bayshore Council Resolution (appointment to Council)
Res. #2016-230 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. **POLICE CONTRACT UPDATE**

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00392 JOSEPH BOYLE	15-01011	04/28/15	2015 EQUIP. ALLOWANCE	Open	41.05	0.00		B
00611 COUNTY OF CAPE MAY	16-02071	07/26/16	MONTHLY FUEL BILL/JUNE	Open	19,021.89	0.00		
00651 MUNICIPAL UTIL AUTH DUMP FEES	16-02004	07/21/16	TIPPING FEES/JUNE	Open	84,364.10	0.00		
00775 CAPRIONI PORTABLE TOILETS, INC*	16-01978	07/18/16	MONTHLY SERVICES	Open	113.00	0.00		
	16-01979	07/18/16	MONTHLY SERVICES	Open	<u>113.00</u>	0.00		
					226.00			
00784 CAPE MAY STAR & WAVE	16-02050	07/26/16	LEGLA PUBLICATION 7-20-16	Open	528.86	0.00		
00807 CDW-GOVERNMENT INC*	16-01718	06/13/16	COMPUTER PARTS	Open	153.55	0.00		
	16-01751	06/16/16	DETECTIVE CAMERAS	Open	<u>1,712.28</u>	0.00		
					1,865.83			
00825 COMCAST*	16-01967	07/14/16	FIRE SAFETY 8499050090215761	Open	125.90	0.00		
00852 CHERRY VALLEY TRACTOR CO.*	16-01779	06/20/16	PARTS FOR FORD TRACTOR	Open	138.14	0.00		
00893 STATE OF NJ DEPT LABOR/WORKFC	16-02018	07/22/16	ANNUAL STATE PLAN PAYMENT	Open	1,784.06	0.00		
01092 CONTINENTAL FIRE & SAFETY, INC*	16-01962	07/13/16	FIRE EXTINGUISHER ANNUAL INSPE	Open	208.00	0.00		
01250 SCOTT DOUGLASS	16-02007	07/21/16	CONTRACTUAL REIMBURSEMENT-V	Open	215.00	0.00		
01254 JAMES DIETTERICH, II	16-02070	07/26/16	CONTRACTUAL REIMBURSEMENT--VM	Open	344.43	0.00		
01602 THOMSON WEST*	16-01998	07/20/16	UPDATES- 2016 PP	Open	300.00	0.00		
01655 GANN LAW BOOKS*	16-00899	03/31/16	2016 RULES OF EVIDENCE	Open	132.00	0.00		
01690 GRANTURK EQUIPMENT CO*	16-00087	01/08/16	PARTS FOR RECY/JAN	Open	523.35	0.00		
01781 HATCH MOTT MACDONALD, LLC*	16-01156	04/27/16	SIMPLE SUBDIVISION DIAMOND BCH	Open	4,406.25	0.00		B
	16-01928	07/11/16	PROFESSIONAL ENGINEERING	Open	413.50	0.00		
	16-02019	07/25/16	PROFESSIONAL ENGINEERING	Open	146.50	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01781 HATCH MOTT MACDONALD, LLC*			Continued					
	16-02020	07/25/16	PROFESSIONAL ENGINEERING	Open	2,562.20	0.00		
	16-02021	07/25/16	PROFESSIONAL ENGINEERING	Open	106.00	0.00		
	16-02022	07/25/16	PROFESSIONAL ENGINEERING	Open	397.50	0.00		
	16-02023	07/25/16	PROFESSIONAL ENGINEERING	Open	291.50	0.00		
	16-02024	07/25/16	PROFESSIONAL ENGINEERING	Open	265.00	0.00		
	16-02025	07/25/16	PROFESSIONAL ENGINEERING	Open	132.50	0.00		
	16-02027	07/25/16	PROFESSIONAL ENGINEERING	Open	397.50	0.00		
	16-02028	07/25/16	PROFESSIONAL ENGINEERING	Open	231.50	0.00		
	16-02029	07/25/16	PROFESSIONAL ENGINEERING	Open	221.75	0.00		
					<u>9,571.70</u>			
01964 INTERNATIONAL ASSOC ARSON INVS								
	16-00024	01/05/16	2016 ANNUAL DUES D BLACKLEY	Open	45.00	0.00		
02025 HUNTER JERSEY PETERBILT*								
	16-00966	04/08/16	PARTS FOR TRUCKS/JUNE	Open	998.28	0.00		
02027 JESCO INC*								
	16-01881	07/08/16	PARTS FOR TRUCKS	Open	244.77	0.00		
02134 THOMAS KEYWOOD								
	16-02081	07/27/16	CONTRACTUAL REIMBURSEMENT-M	Open	602.16	0.00		
02140 KINDLE FORD LINC/MERC., INC.*								
	16-01395	05/24/16	PARTS FOR POLICE VEHICLES/MAY	Open	538.00	0.00		
02247 LAWSON PRODUCTS, INC.*								
	16-01795	06/23/16	MONTHLY GARAGE SUPPLIES	Open	699.22	0.00		
02615 BRETT MATTHEWS								
	16-01843	06/29/16	RENEW TWP WEBSITE DOMAIN NAME	Open	171.87	0.00		
02756 PHILADELPHIA TURF CO INC*								
	16-01715	06/13/16	COUNTY MOWER PARTS	Open	116.08	0.00		
03026 NJ STATE HEALTH BENEFITS								
	16-02079	07/26/16	HEALTH BENEFITS-AUGUST 2016	Open	294,036.45	0.00		
03104 NORTHEAST IND.&MARINE SUPPLY*								
	16-00744	03/14/16	RDS/SANT/RECY/APRIL	Open	273.76	0.00		
03280 PARAMOUNT SANITARY SUPPLY*								
	16-01853	06/29/16	CLEANING SUPPLIES-PUBLIC SAFET	Open	361.97	0.00		
03305 PEDRONI FUEL*								
	16-02047	07/25/16	NO LEAD GAS	Open	359.54	0.00		
03460 V.E. RALPH & SON, INC.*								
	16-01567	06/08/16	PATROL OPERATIONS SUPPLIES	Open	727.30	0.00		
03518 RIGGINS, INC.*								
	16-01965	07/13/16	OFF HIGHWAY DIESEL	Open	184.31	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03518 RIGGINS, INC.*			Continued					
	16-02046	07/25/16	OFF HIGHWAY DIESEL	Open	<u>350.62</u>	0.00		
					534.93			
03573 SAFETY-KLEEN CORP*								
	16-00762	03/14/16	EQUIP. MAINTENANCE/APRIL	Open	350.75	0.00		
03692 SOUTH JERSEY GAS CO*								
	16-02080	07/26/16	JULY 2016 GAS BILL	Open	474.84	0.00		
03899 UPS								
	16-02045	07/25/16	SHIPPING MODEM	Open	11.65	0.00		
03935 STAPLES BUSINESS ADVANTAGE*								
	16-00857	03/24/16	TAX SALE BOOKS	Open	125.78	0.00		
	16-01264	05/09/16	1 PLY REGISTER TAPE 3 INCH	Open	<u>190.20</u>	0.00		
					315.98			
03958 DEBORAH VAN MOURIK								
	16-02068	07/26/16	CONTRACTUAL REIMBURSEMENT--V	Open	250.00	0.00		
03992 VAL-U AUTO PARTS LLC*								
	16-00983	04/08/16	RDS/ SANT/BLDG/JUNE	Open	2,721.16	0.00		
03995 VITAL COMMUNICATIONS, INC.*								
	16-01700	06/13/16	MODIV EXTENDED TAX DUPLICATE	Open	100.00	0.00		
04075 BARBER CONSULTING SERVICES LLC								
	16-00846	03/24/16	MISC IT FOR COURT/CONST MOVE	Open	910.00	0.00		
04097 CINTAS FIRST AID AND SAFETY*								
	16-01964	07/13/16	FIRST AID SUPPLIES/DPW	Open	108.47	0.00		
04150 BARRY, CORRADO, GRASSI &								
	16-01934	07/12/16	RETURN OF APPLICATION FEES	Open	150.00	0.00		
	16-01990	07/20/16	RETURN UNUSED ESCROW	Open	<u>150.00</u>	0.00		
					300.00			
04300 W B MASON CO INC*								
	16-01112	04/25/16	PACKING TAPE	Open	16.76	0.00		
	16-01806	06/23/16	PAPER /DPW	Open	206.94	0.00		
	16-01856	07/01/16	OFFICE SUPPLIES	Open	540.82	0.00		
	16-01869	07/05/16	NON WINDOW ENVELOPES	Open	<u>197.00</u>	0.00		
					961.52			
04445 TRICOMM SERVICES CORP*								
	16-01867	07/05/16	MOVE 7 PHONES/1 FAX LINE DETEC	Open	382.50	0.00		
04504 MEDIA FIVE LTD*								
	16-01486	06/01/16	CONCERT SERIES @ DRBA	Open	3,000.00	0.00		
5032 NORTH WILDWOOD \$ CREST SHIRT*								
	16-01529	06/07/16	TICKET TAKER & GUARD SHIRTS	Open	265.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6059	USABLE LIFE							
	16-02078	07/26/16	AUGUST 2016 LIFE INSURANCE	Open	531.05	0.00		
6061	AMERIHEALTH ADMINISTRATORS							
	16-02009	07/21/16	7/18/2016 HEALTH	Open	347.06	0.00		
	16-02082	07/27/16	7/25/2016 HEALTH	Open	<u>399.49</u>	0.00		
					746.55			
7041	CARI ECKEL							
	16-01987	07/20/16	FOOTBALL REFUND - COACH	Open	30.00	0.00		
7098	SHORE VETERINARIAN ANIMAL *							
	16-00064	01/07/16	16-26 FINAL YEAR ANIMAL CONT	Open	4,250.00	0.00		B
7181	JENNIFER KELLY,PHD,LLC*							
	16-01857	07/01/16	EXAMS	Open	3,200.00	0.00		
7196	LAUREN HUGGINS SUIT*							
	16-00063	01/07/16	RES 2016-30 PIO DNE \$10,400	Open	866.67	0.00		
7199	STAPLES CREDIT PLAN-INSTORE PU							
	16-01757	06/16/16	OFFICE SUPPLIES	Open	76.55	0.00		
	16-01772	06/20/16	CONFERENCE TABLE & CHAIRS	Open	410.34	0.00		
	16-01798	06/23/16	SAFETY MAT	Open	99.98	0.00		
	16-01818	06/24/16	OFFICE SUPPLIES	Open	103.45	0.00		
	16-01824	06/27/16	CAR CHARGERS	Open	80.97	0.00		
	16-01825	06/27/16	OFFICE SUPPLIES- BOCA	Open	51.27	0.00		
	16-01860	07/01/16	OFFICE SUPPLIES	Open	<u>7.54</u>	0.00		
					830.10			
7209	FRANK KIELB ENTERTAINMENT*							
	16-01487	06/01/16	CONCERT SERIES @ DRBA	Open	3,500.00	0.00		
7211	WILLIAM GRIECO							
	16-01986	07/20/16	FOOTBALL REFUND - COACH	Open	30.00	0.00		
7262	JAMES GONZALEZ							
	16-01988	07/20/16	FOOTBALL REFUND - COACH	Open	20.00	0.00		
7307	JOHN HANAGAN							
	16-01985	07/20/16	FOOTBALL REFUND - COACH	Open	30.00	0.00		
7310	CORELOGIC REAL ESTATE TAX SER							
	16-02032	07/25/16	RES#2016-221 REFUND 2016 TAX	Open	353.68	0.00		
7461	DEGLER WHITING, INC*							
	16-01288	05/10/16	FAIRPLAY FOOTBALL SCOREBOARD	Open	13,020.00	0.00		
7475	SUZANNE M SCHEID							
	16-02048	07/25/16	CONTRACTUAL REIMBURSEMENT	Open	30.00	0.00		
7500	MONROE SYSTEMS FOR BUSINESS *							
	16-01911	07/08/16	ULTIMATE MONROE CALCULATOR	Open	187.80	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7507 STEFANKIEWICZ & BELASCO LLC	16-00059	01/07/16	2016 LEGAL MONTHLY DNE \$28k	Open	2,333.33	0.00		B
7508 BLANEY & KARAVAN PC*	16-00062	01/07/16	2016-33 PROSECUTOR \$23 DNE	Open	1,916.66	0.00		B
7568 AMERICAN FURNITURE RENTALS*	16-01691	06/13/16	COURT RENTAL FURNITURE	Open	358.40	0.00		B
7576 ROBERT THOMPSON JR.	16-02044	07/25/16	CONTRACTUAL REIMBURSEMENT	Open	202.99	0.00		
7609 HATHAWAY ABSTRACT CO*	16-01769	06/20/16	TITLE SEARCH DIAMOND BEACH LND	Open	500.00	0.00		
7614 MARK T JAMES	16-01855	06/29/16	REFUND OF REGISTRATION FEES	Open	110.00	0.00		
7618 MEGONIGAL ELECTRIC LLC*	16-01970	07/14/16	ELECTRIC EVIDENCE TRAILER	Open	1,100.00	0.00		
7621 MARK SCHIFFBAUER	16-01989	07/20/16	FOTTBALL REUND - COACH	Open	20.00	0.00		
7623 JOHN J & DOROTHY CASSIDY	16-02031	07/25/16	RES#2016-221 REFUND 2016 TAX	Open	692.01	0.00		
MPHIN MPH INDUSTRIES*	16-01753	06/16/16	SPEEDGUN	Open	1,470.00	0.00		

Total Purchase Orders: 114 Total P.O. Line Items: 0 Total List Amount: 717,611.00 Total Void Amount: 0.00

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

RESOLUTION #2016- 218

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	PO #	Description	CK	Amount
STATE OF NJ- DEP	16-02002	BIKE PATH STORMWATER	57874	\$ 4,000.00
COMCAST	16-02017	INTERNET-VARIOUS LOC	57873	\$ 853.01

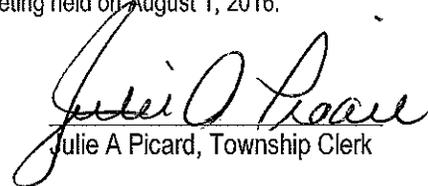
Total Manual Check \$ 4,853.01

Total Computer List \$ 717,611.00

Total Bill List \$ 722,464.01

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A Picard, Township Clerk

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

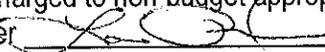
RESOLUTION #2016-219

Title: AUTHORIZING PAYMENT OF 2016 COUNTY TAXES -THIRD AND FOURTH QUARTERS

WHEREAS, the amounts listed below are due to Cape May County and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment of County taxes and fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, County Tax payments are charged to non-budget appropriation County Tax 6-01-55-910-015 as certified by the Chief Financial Officer  payable as follows:

\$ 2,500,285.86 due 8/15/2016
\$ 2,500,285.86 due 11/15/2016

NOW, THEREFORE BE IT RESOLVED by the Township Council that the aforementioned payments to Cape May County are hereby authorized.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A. Picard, Township Clerk

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

RESOLUTION #2016-220

TITLE: AUTHORIZATION FOR WAIVER OF FEES FOR CALVARY CHAPEL CAPE MAY

WHEREAS, the Calvary Chapel Cape May, located at 596 Seashore Road has made an application for a building permit for a new entry way into their main meeting area; and

WHEREAS, the Calvary Chapel Cape May is a non- profit organization and has requested the Township waive the permit fees associated with the reconstruction of the entrance; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that all permissible Township permit fees associated with this new entry way be waived.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A. Picard, Township Clerk

Calvary Chapel Cape May
PO Box 1075
North Cape May, NJ 08204
609-884-5821

Township Council
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

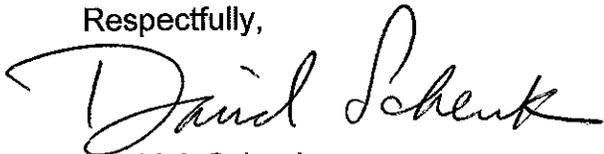
Dear Council Members:

My name is David Schenk; I am the Pastor of Calvary Chapel Cape May, located at 596 Seashore Road in the Erma section of Lower Township.

We are currently trying to improve our building with a new entry way into our main meeting area and are in the process of obtaining the required permits. I am writing you this letter to request that the permit fees be waived, as we are a non-profit corporation named, "Calvary Chapel Cape May, Inc.

We appreciate your time and consideration in this matter.

Respectfully,

A handwritten signature in black ink that reads "David Schenk". The signature is written in a cursive style with a large, looping initial "D".

David J. Schenk
Pastor, Calvary Chapel Cape May

Enclosure: Internal Revenue Service Tax Exempt Certificate.

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

RESOLUTION #2016-221

TITLE: AUTHORIZATION FOR REFUND OF TAXES

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

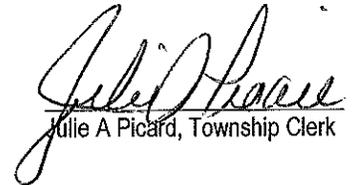
WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
226	10	Corelogic	totally disabled veteran	353.68
512.29	1	John & Dorothy Cassidy	totally disabled veteran	692.01

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

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Julie A Picard, Township Clerk

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

RESOLUTION #2016-222

TITLE: CANCELLATION OF TAXES ON 4 CLEAR WATER DRIVE

WHEREAS, block 494.27, lot 9, also known as 4 Clear Water Drive, was acquired by the Township of Lower on March 24, 2016; and

WHEREAS, the Township of Lower is exempt from paying real estate tax.

NOW, THEREFORE BE IT RESOLVED, that the Tax Collector is authorized to cancel the 2nd, 3rd and 4th quarter 2016 taxes for the parcel of property located at 4 Clear Water Drive, Block 494.27, Lot 9 in the amount of \$2,467.51.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A. Picard, Township Clerk

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

RESOLUTION #2016-223

TITLE: AUTHORIZATION FOR WAIVER OF FEES FOR ERMA FIRE DISTRICT #3

WHEREAS, Erma Fire District #3, located at 415 Breakwater Road has awarded contracts to Merrell & Garaguso General Contractors and R. Palmieri to make general repairs to the Erma Fire House including, but not limited to roof repairs, HVAC repairs, window replacements and replacing one of the emergency generators, and will be applying for permits for these repairs; and

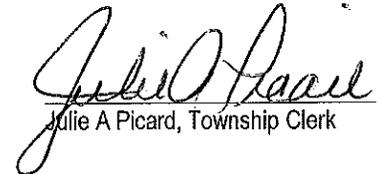
WHEREAS, Fire District #3, is a non- profit organization and has requested the Township waive the permit fees associated with the repairs; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that all permissible Township permit fees associated with the repairs to the Erma Fire House be waived.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A Picard, Township Clerk

Board of Fire Commissioners

District 3 Lower Township

415 Breakwater Road, Cape May, NJ 08204
Mail to: P.O Box 162, Rio Grande, NJ 08242

July 20, 2016

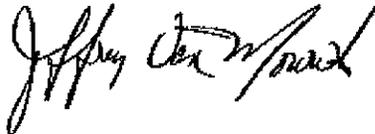
Gary Playford
Construction Official Lower Township

Dear Gary,

As you are aware, Lower Township Fire District 3 has awarded a contract for various repairs and replacement (roof replacement, HVAC repairs, window replacement, etc.) to Merrell & Garaguso General Contractors. We are also having one of our emergency generators replaced by R. Palmieri electrical contractor. Since this project is being funded by tax payer dollars the Fire District is asking if the permit fees can be waived for these two projects.

If you have any questions call me, 609-377-1875.

Thank you,

A handwritten signature in black ink, appearing to read "Jeff Van Mourik". The signature is fluid and cursive, with the first name "Jeff" being the most prominent.

Jeff Van Mourik
Jeffvanm@yahoo.com

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

RESOLUTION #2016-224

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

WHEREAS, the Township of Lower desires to contract with The County of Cape May for Public Safety Answering, Dispatch and related services effective September 15, 2016; and

WHEREAS, such agreements are authorized pursuant to N.J.S.A. 40A:65-1 et seq.; and

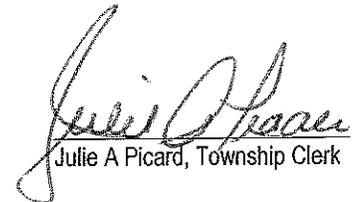
WHEREAS, this contract is in the best interest for the safety of the citizens of the Township of Lower.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached shared services agreement between the County of Cape May and the Township of Lower be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said agreement.

BE IT FURTHER RESOLVED, that the attached agreement shall take effect on September 15, 2016 contingent upon the adoption of the appropriate resolution by the County of Cape May and the execution of the contract by the parties in accordance with N.J.S.A. 40A:65-1 et seq.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY		X	X			
SIMONSEN			X			
CLARK			X			
BECK			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 August 1, 2016.


Julie A Picard, Township Clerk

Prepared By:

James B. Arsenault, Jr., Esq.,
County Counsel

SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF CAPE MAY AND THE TOWNSHIP OF LOWER
FOR PUBLIC SAFETY ANSWERING, DISPATCH AND RELATED SERVICES

THIS SHARED SERVICES AGREEMENT IS made this ____ day of _____, 2016
by and between THE COUNTY OF CAPE MAY ("County"), a body corporate and politic of the State
of New Jersey whose administrative offices are located 4 Moore Road, DN-101, Cape May Court
House, New Jersey 08210 and THE TOWNSHIP OF LOWER ("Lower Township"), a municipal
corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore
Road, Villas, New Jersey 08251.

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.
(the "Act"), authorizes local units of this State to enter into agreements with any other local unit
or units to provide or receive any service that each local unit participating in the agreement is
empowered to provide or receive in its own jurisdiction; and

WHEREAS, Lower Township has determined that, for reasons of efficiency and economy,
eliminating the provision of public safety call answering and dispatch services for all calls, both
emergency and non-emergency, relating to Police, Fire and Emergency Medical Services and
procuring said services from the County is prudent and fiscally sound; and

WHEREAS, Lower Township is in need of these specified dispatch services to ensure public
safety; and

WHEREAS, the County has agreed to furnish to these services to Lower Township through the Cape May County Office of Emergency Management pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the County and Lower Township (collectively the "Parties") have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, to outline their respective rights and responsibilities for the benefit of both entities, for the benefit of local and county taxpayers, and to promote public health, safety and welfare generally; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through accompanying Resolutions of their governing bodies, true copies of which shall be annexed hereto upon adoption as Exhibits A and B respectively.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement for the provision of Public Safety Answering, Dispatch and Related Services:

1. CONTROLLING LAW. This Agreement is governed by the provisions of N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act (the "Act"). All actions and amendments to this Agreement must be authorized in conformance with the Act.

2. TERM OF AGREEMENT. This Agreement shall take effect on September 15, 2016 (the "Effective Date"). This Agreement shall run until midnight, September 30, 2021 (the "Initial Term"). The Initial Term of this Agreement is thus five (5) years. Unless terminated earlier in accordance with the provisions of Paragraph 11, below, and further provided that neither party provides notice at least six (6) months prior to the end of the Term that it wishes to terminate

this Agreement, this Agreement shall automatically be extended for an additional term of five (5) years (the "Renewal Term"). The Initial Term together with any Renewal Term is hereinafter referred to as the Term.

3. SCOPE OF WORK.

(a) Commencing on the Effective Date, the County shall provide public safety call answering, dispatch and related services for all calls, emergency and non-emergency, relating to Police, Fire and Emergency Medical Services (collectively referred to herein as the "Services") for Lower Township. Pursuant hereto, and during the Term of this Agreement, the County shall perform all the duties required for such Services previously provided by personnel of the Lower Township Police Department.

(b) Except as otherwise provided for herein, all Services shall be provided through County Office of Emergency Management Communications Center, presently located at 30 West Mechanic Street, Cape May Court House, NJ 08210. All inspection records and business dealings, related to the Services shall be maintained and conducted at said location. The County shall be required to employ properly trained dispatchers in its Communications Center to provide the Services set forth above. The Services shall be provided twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. The County reserves the right to determine, in its sole discretion, the level of staffing necessary to accomplish its responsibilities under this Agreement. The dispatchers performing the Services set forth herein shall be under the control and direction of the County at all times.

(c) The Services to be provided by the County shall be that of public safety answer, dispatch and related services for emergency and non-emergency Police, Fire and Emergency Medical Services calls. Such Services shall be rendered consistent with the

County's current 911 Plan, as the same may be modified during the term of this Agreement. In the event a discrepancy arises between this Agreement and the 911 Plan as to the manner in which services are provided hereunder, the 911 Plan shall govern and this Agreement shall be deemed amended accordingly, provided that such change does not materially affect the scope of Services to be provided pursuant hereto. In the event of a 911 Plan modification, all notifications shall be addressed to the Cape May County Emergency Management Coordinator, the Cape May County Office of Emergency Management Chief of Communications, and the Chief of Police of the Township of Lower (or the Chief's designee) for review and appropriate general order issuance.

(d) It is expected that said Services will be performed by employees of the County with a level and quality that is consistent with the Rules and Regulations including Quality Standards, and Standard Operating Procedures for Dispatchers as developed by County, attached hereto as Exhibit C, and in accordance with the applicable provisions of the Cape May County Office of Emergency Management Radio Procedure Manual (the "OEM Manual"), a copy of which is attached as Exhibit D. This OEM Manual shall be subject to review and updating periodically by the County and any such revised or amended OEM Manual shall be considered to be part of this Agreement.

(e) Specific Provision as to Lower Township Personnel.

(i) Nothing in the Agreement requires the County to accept or retain any employee of Lower Township previously employed in the position of a public safety telecommunicator or providing such Services for Lower Township on or prior to the Effective Date of this Agreement. Pursuant to N.J.S.A. 40A:65-11(b), Lower Township and the County agree to jointly develop an employee

reconciliation plan and/or an implementation plan (as those terms are defined and/or used at N.J.S.A. 40A:65-11(a)(4) and N.J.S.A. 40A:65-11(b)) whereby the County may, at its sole discretion, interview and accept the transfer of Lower Township employees currently employed as a public safety telecommunicator. The final decision of which employees, if any, shall be accepted for transfer to the County pursuant hereto shall be vested solely in the County. Any Lower Township employee accepted for transfer to the County shall remain in his or her current title with current status, unless reclassified by the New Jersey Civil Service Commission. The County shall provide to Lower Township the names of any Lower Township employees accepted for transfer to the County pursuant hereto. Any Lower Township employee(s) accepted for transfer to the County shall be transferred pursuant to N.J.S.A. 40A:65-11(b), the regulations of the Civil Service Commission as to intergovernmental transfers (see N.J.A.C. 4A:4-7.1 et seq.) or other controlling law, statute or regulation, and upon completion of such transfer shall be subject to the then-existing collective bargaining agreement covering similar employees within the County. Any employee not selected for transfer to the County shall be removed, suspended or laid off by Lower Township, at Lower Township's sole expense, in accordance with N.J.S.A. 40A:65-11(b), N.J.S.A. 11A:8-1 et seq., or other controlling law, statute or regulation.

(ii) In accordance with the provisions of N.J.S.A. 40A:65-11(a)(4) and/or N.J.S.A. 40A:65-11(b), the required employee reconciliation plan and/or implementation plan shall be filed with the New Jersey Civil Service Commission for review, in accordance with the Act.

4. COMPENSATION.

(a) Lower Township shall pay to the County an annual sum according to the schedule below:

YEAR 1	2016-2017	\$600,000
YEAR 2	2017-2018	\$600,000
YEAR 3	2018-2019	\$600,000
YEAR 4	2019-2020	\$600,000
YEAR 5	2020-2021	\$600,000

he specified compensation for the County furnishing the services referred to in this Agreement shall be payable as follows: payments shall be made in equal quarterly installments on the fifteenth day of the second month of each quarter (i.e. February 15, May 15, August 15, November 15) during the Term of this Agreement, with the first payment of \$150,000 due on November 15, 2016.

(b) Upon the renewal of this Agreement at the expiration of any Term provided for herein, the fee schedule for the Services as set forth in Paragraph 3(a) may be increased or decreased based upon economic influences. In adjusting the fee schedule, the rates set forth in Paragraph 4(a) shall be multiplied by a fraction, the numerator of which shall be the revised United States Department of Labor Consumer Price Index for Transportation for All Urban Consumers (1982-1984 = 100) (the "CPI") for the month preceding the start of any Renewal Term and the denominator of which shall be the CPI for the effective date of this Agreement. The County shall provide Lower Township with notice of its intent to modify the fee schedule at least thirty (30) days prior to the effective date of the modification.

(c) The parties agree that the Compensation paid by Lower Township to the County pursuant to this Section 4 has been calculated and agreed to premised upon the County providing dispatch and related services to three municipalities (Avalon, Stone Harbor and now Lower Township). To the extent that, on and after the effective date of this Agreement, additional municipalities and/or other public service entities enter into agreements with the County for dispatch services that result in additional savings to the County, the County and Lower Township agree to review the Compensation provisions of this Section in order to determine if any of those additional savings can be passed along to Lower Township.

5. MUTUAL COOPERATION BETWEEN THE PARTIES. The County and Lower Township shall utilize their best efforts to anticipate and deal with problems or difficulties which arise during the Term of this Agreement. To accomplish this, during the Term of the Agreement, the Cape May County Emergency Management Coordinator, the Cape May County Office of Emergency Management Chief of Communications, and the Chief of Police of the Township of Lower (or the Chief's designee) shall meet as often as necessary (but no less than annually) to assure that the Services are being provided in an effective and efficient manner.

6. INSURANCE AND INDEMNIFICATION. The Parties agree to submit a copy of this Shared Services Agreement to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement. Each party agrees to cooperate with the other in the defense of any claim or claims assessed against

either or both parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

7. MAINTENANCE OF RECORDS. The County shall maintain records of all call logs and activities conducted within Lower Township for the Services as may be required by and in accordance with the Laws of the State of New Jersey. Each party shall maintain its own Computer Aided Dispatch (CAD) system.

8. EXTERNAL DISPUTES. In the event any complaints or issues arise related to the nature, extent and quality of service or other communications between the parties which are required under this Agreement, authorized representatives of Recipient and Provider shall present any such issues for resolution in accordance with Section 10, entitled Quality Assurance Communications, as set forth in the Cape May County Office of Emergency Management Radio Procedure Manual. In the event the issue(s) presented are not resolved in a timely manner, then either party shall present the unresolved issue(s) to the other party through a Notice issued in accordance with Paragraph 13 entitled Notice of this Agreement.

9. DISPUTES CONCERNING THE AGREEMENT. Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

STEP A: The Lower Township Administrator and the County Freeholder Director shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, pursuant to N.J.S.A. 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.

10. TERMINATION.

a. This Agreement may be terminated at any time upon mutual agreement of the Parties.

b. Either Party may terminate this agreement by giving six (6) months notice, in writing, delivered to the other Party by certified mail at the address provided herein.

11. RENEWAL/NEGOTIATIONS. The Parties agree to renegotiate terms of any Renewal Term upon request of the other at least ninety (90) days prior to termination of this Agreement or any renewal thereof.

12. DEFAULT. In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that 30-day period.

13. NOTICES. All notices to be provided under this Agreement shall be effective when given in writing and mailed by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth on the first page of this Agreement and to the attention of the respective representatives of the parties as set forth below:

As to the County:

Gerald M. Thornton, Director
Cape May County Board of Chosen Freeholders

with a copy to
Elizabeth Bozzelli, Clerk of the Board

As to Lower:

Jim Ridgway, Manager
Township of Lower

With a copy to:
Julie Picard, Township Clerk

14. CHOICE OF LAW. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

15. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

16. SEVERABILITY. If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

17. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

18. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL. The parties acknowledge that this Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted ordinances or resolutions for

such purposes. This Agreement has been approved in form, content and legality, by the respective solicitors for the County and Lower Township.

IN WITNESS WHEREOF, the districts hereto have executed this Agreement the date first above written.

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli, Clerk of the Board

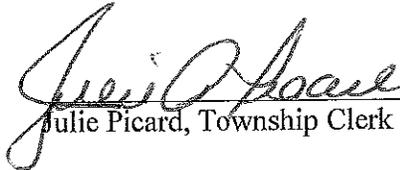
By: _____
Gerald M. Thornton, Freeholder Director

Approved as to Form:

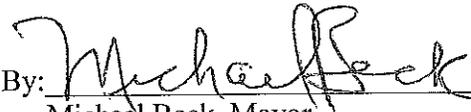
James B. Arsenault, Jr., Esq.,
County Counsel

WITNESS:

TOWNSHIP OF LOWER

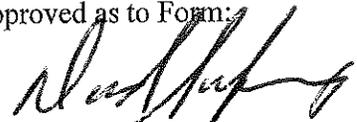


Julie Picard, Township Clerk

By: 

Michael Beck, Mayor

Approved as to Form:



David Stefankiewicz, Esq.
Township Solicitor

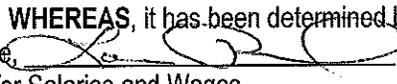
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2016-225

Title: AUTHORIZING PAY OUT OF TERMINAL LEAVE

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

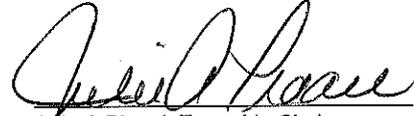
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer, as evidenced by her signature,  that adequate funding is available in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a payment due to Jennifer Saunders in the amount of \$ 3,088.92 is authorized and chargeable to the 2016 Budget Account 6-01-56-910-199.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A. Picard, Township Clerk

TOWNSHIP OF LOWER
DISPATCHER PAYOUT ANALYSIS
2016

EMPLOYEE:	Saunders, Jennifer
ASSUMPTIVE DATE OF LAYOFF	10/1/2016
DATE OF PAYMENT:	
RESOLUTION #:	2016

Annual Salary:	\$44,266.24
Longevity	
Hourly Rate:	\$21.28
College Credits	

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	8.50	21.28	180.90
Personal	(6.15)	21.28	(130.97)
Sick		21.28	0.00
Vacation	(15.87)	21.28	(337.64)
Holidays	56.00	21.28	1,191.78
104 Hrs	58.00	31.92	1,851.52
Ins Waiver			333.33
Terminal Leave Payout			\$3,088.92

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)	
	Carryover	Annual Accrual	29 weeks / 52 weeks	Prorated Time Due	Time Used	Hours Available	
Comp		21.00		21.00	12.50	8.50	
Personal		32.00	0.56	17.85	24.00	(6.15)	
Sick	35.25	120.00	0.56	66.92	66.50	0.00	Not Eligible
Vacation	44.25	128.00	0.56	71.38	131.50	(15.87)	
Holidays (7)				56.00		56.00	
104 hrs		104.00	0.56	58.00		58.00	
Ins Waiver		4,000.00	0.08	333.33		333.33	
Total	79.50	4,405.00		233.15	234.50	433.81	

Accrual and time used are current to 07/23/16 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 #2016-226

TITLE: RENEWAL OF COMMERCIAL EXCAVATION (GRAVEL PIT) LICENSES

WHEREAS, Thomas F. Brodesser, Jr. and Cape Mining and Recycling, LLC have made application for renewal of commercial excavation (gravel pit) licenses; and

WHEREAS, the applicants have paid the appropriate fees and are currently in compliance with the regulations of the Cape Atlantic Conservation District.

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

1. That the renewal of the commercial excavation license for the following are hereby approved:

T. Brodesser	Block 410.01	Lots 30.01, 31 & 32
	Block 410.01	Lots 9.01, 11.01 & 18.01
Cape Mining	Block 410.01	Lot 92
	Block 410.01	Lots 89 & 93-98
	Block 410.01	Lots 99.01 & 99.02

2. That all such licenses shall remain in full force and effect through July 15, 2017.

3. That the renewal of such licenses shall be conditioned on there being no further commercial activity conducted on the licensed premises without first obtaining all required Township and/or State licenses and permits and that a violation of this condition shall be grounds for revocation of the license.

4. The issuance of the license is further conditioned on the licensee's compliance with all applicable Federal, State and local laws and that a conviction of any Federal, State or local law shall be grounds for revocation of the license.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A. Picard, Township Clerk

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

RESOLUTION #2016-227

TITLE: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR JEFFREY VAN MOURIK SITE PLAN; BLOCK 416 LOT 1.10 ESCROW # Z14-08-04

WHEREAS, Jeffrey Van Mourik posted a Performance Guarantee with the Township of Lower, in the amount of \$1,650.00; and

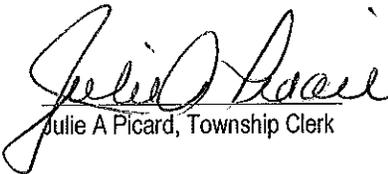
WHEREAS, the Acting Township Engineer has recommended that the improvements having a total value of \$1,650.00 have been properly installed and are presently acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the Governing body thereof, that the Performance Guarantee be and hereby is released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$1,650.00 plus any accrued interest for payment of the above released Guarantee.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Michael Beck &
Council members

FROM: William J. Galestok, PP,AICP
Director of Planning

DATE: July 28, 2016

RE: Jeffrey Van Mourik site plan
301 Pine Street
Block 416, Lot 1.10
Resolution # 2016-227

The Land Development Ordinance of the Township of Lower, Chapter, XVI, Subsection 400-81E, requires that, "The governing body shall by resolution, release or declare in default each Performance Guarantee".

Pursuant to the above referenced Subsection 400-81E, Resolution # 2016-227 is required to release the Performance Guarantee held in trust by the Township of Lower for Jeffrey Van Mourik site plan, Block 416, Lot1.10. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Acting Township Engineer, Engineering Design Associates.

The Acting Township Engineer recommends release of the retained \$1,650.00.

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

cc: financial file

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

RESOLUTION #2016-228

TITLE: APPROVAL FOR AN EVENT AT MULLIGAN FIELD

WHEREAS, Jumpin Joe's, LLC has requested permission to host an event at Mulligan Field on Saturday, August 20, 2016 with a rain date of Sunday, August 21, 2016; and

WHEREAS, Jumpin Joe's, LLC has provided the Township with the proper Insurance documents for the event.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that permission is hereby granted for the event to take place.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A. Picard, Township Clerk



Jumpin' Joe's LLC

609-846-4715

We are requesting permission to utilize Mulligan Field, in Villas, for a fundraiser event. We will be raising money to donate to Joey Povio. He is a young boy who has recently been diagnosed with a rare form of cancer. The event will be held on Saturday, August 20, 2016 with a rain date of Sunday, August 21, 2016. At the event we will have Inflatable rides, food, snacks, music, and more. Thank you for your consideration in this matter.

Joe and Kristi McCorriston – Owners of Jumpin' Joe's LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2016

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

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

PRODUCER Liberty United Insurance Services, Inc. 6005 Vineland Avenue, Suite 203 North Hollywood, CA 91606 License #: 0F89841	CONTACT NAME: Sam Muradyan	FAX (A/C, No): (888)265-6889	
	PHONE (A/C, No, Ext): (888)688-3788	E-MAIL ADDRESS: Sam@libertyunitedinsurance.com	
INSURED Jumpin Joe's 512 East Tampa Ave Villas, NJ 08251	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Fire Insurance Co		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	SRPGP-101-0715	06/20/2016	06/20/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is an Additional Insured

Scheduled Activities Exclusion Endorsement Applies: Mechanical Bulls, Mechanical Surfboards & Zip Lines

CERTIFICATE HOLDER

CANCELLATION

The Township of Lower
2600 Bayshore Road,
Villas, NJ 08251

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

AUTHORIZED REPRESENTATIVE

(SMS)

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

RESOLUTION # 2016-229

Title: DELEWARE BAYSHORE COUNCIL RESOLUTION

WHEREAS, the Bayshore Council (a) is a New Jersey nonprofit, public benefit corporation with Members and perpetual duration and succession and (b) is organized and operated exclusively for the purpose of advocating for the health and sustainability of NJ's Bayshore communities, from the Cape May Canal to the Delaware Memorial Bridge, amplifying the voice of Bayshore issues and community needs and facilitating a healthy balance of conservation and economic vitality; and

WHEREAS, the purposes of the Council are:

1. To conduct education, communication, organizing, and advocacy to restore, improve, preserve and sustain the environment , natural and engineered beaches, waterways, wildlife habitat, ecosystems, and public lands which surround the communities of the Delaware Bay and it's watershed:
2. To ensure that Bayshore Communities have a vibrant sustainable economy, adequate and resilient infrastructure, telecommunications, services, community resources and funding and that they are treated equitably by county, state and federal agencies,
3. To provide technical information, support, coordination and to undertake such programs, activities and projects as are consistent with Bayshore Council purposes and values and deemed appropriate by consensus of the member communities within the Council.
4. The Bayshore Council will seek common ground in Bayshore communities and facilitate partnership activities that will result in healthier communities, more resilient infrastructure and a stronger tourism and natural resource based or natural resource compatible economy for all Bayshore communities.
5. The Council will not limit its activities to efforts that benefit every Bayshore Community, so long as one or more Bayshore municipalities benefits.
6. Where possible, the council will lessen the burdens of Bayshore local governments and increase their voice in Trenton and Washington, DC and heighten appreciation and stewardship for the region nationwide.
7. The Bayshore Council commits to working collaboratively with our elected representatives, state and federal governments, Cape May, Cumberland and Salem counties, and all their constituent agencies, in the public interest on these matters for the greater good of all our communities, the environment, Bayshore residents and the Delaware Bay and it's watershed.
8. Any other activities deemed necessary by the members to further the purpose of the Council.

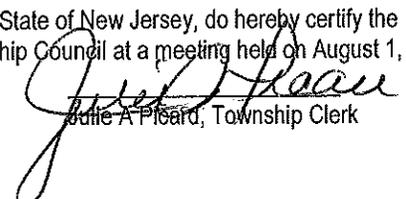
WHEREAS, Lower Township is a Bayshore Community; and

WHEREAS, membership in the Bayshore Council is important to the township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Councilman Thomas Conrad be appointed as Lower Township's official representative to the Bayshore Council and that Manager Jim Ridgway serve as alternate for the initial term ending December 31, 2016.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY			X			
SIMONSEN		X	X			
CLARK	X		X			
BECK			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 August 1, 2016.


Julie A. Picard, Township Clerk

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

RESOLUTION # 2016-230

TITLE:

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

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

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

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

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

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

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

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

_____ (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.

_____ (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.

_____ (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.

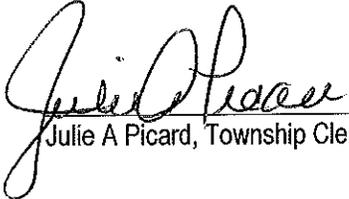
_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on August 1, 2016 that an Executive Session closed to the public shall be held on this date at approximately 7:30 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on August 1, 2016.


Julie A Picard, Township Clerk