

Signed Resolutions – December 16, 2019

- Res. #2019-370 - Payment of Vouchers \$887,279.94
- Res. #2019-371 - Authorization for the Payout of Accumulated Compensatory Time (A.Micciche \$7,033.43)
- Res. #2019-372- Transfer of 2019 Appropriations
- Res. #2019-373 - Bid Acceptance and Contract Award for Split Rails and Posts for Beach Access Program (\$19,539.52)
- Res. #2019-374 - Renewal of Trailer Park Licenses for the Year 2020 (Broadway Mobile Park/Cape May Landings/Shawcrest Mobile Home Park/Cape May Crossing & Cape Meadows)
- Res. #2019-375- Authorizing Increase in Change Fund for the Construction Office (\$250)
- Res. #2019-376- Authorization to Cancel General Ledger Balances
- Res. #2019-377 - Authorization for the Payout of Accumulated Compensatory Time (E.Coombs \$14,277.84)
- Res. #2019-378 - Authorization to Cancel Resolution #2019-238; Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (DEDR \$31,409)
- Res. #2019-379 - Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Drive Sober or Get Pulled Over \$5,500)
- Res. #2019-380 - Approval of a Shared Services Agreement between the Township of Lower and the Lower Cape May Regional School District for the District to provide Web Design, Hosting and Maintenance Service to the Township of Lower
- Res. #2019-381 - Resolution Approving an Interlocal Services Agreement Between the Township of Lower and Lower Cape May Regional School District (SRO)
- Res. #2019-382 - Authorization for the Payout of Accumulated Sick Time (K.Palek \$12,217.92 to Def Comp)
- Res. #2019-383 - Approval of Change Order #1 to Capri Construction Company to Remove, Dispose of, Prepare and Install New Wetbed in the Lower Township Recreation Center Restrooms (\$5,322.49)
- Res. #2019-384 - A Resolution Approving the Acceptance of and Participation in the State of New Jersey, Department of Law and Public Safety Emergency Management Performance Grant (EMPG) and Emergency Management Agency Assistance (EMAA) Subaward #FY19-EMPG-EMAA-0505
- Res. #2019-385 - Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction Website
- Res. #2019-386 - Authorizing Competitive Contracting for On-site Subcode Official Inspections Company for the Township of Lower
- Res. #2019-387 - Approval of Change Order #4 (Final) to Agate Construction Company for the Roseann Avenue Roadway and Utility Improvements Project; Authorizing Additional Costs during Bypass Operations: To Reflect As-built Quantities: and to Reflect an Extension to the Contract Period Resulting in a Net Reduction (Net Reduction, \$556,015.53)
- Res. #2019-388 - 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. **Contract Negotiations/Possible Litigation/Attorney/Client Privilege**

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--|----------|----------|--------------------------------|--------|---------------|-------------|----------|---------|
| 00454 KEVIN LEWIS | | | | | | | | |
| | 18-00821 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 19-00948 | 03/29/19 | 2019 EQUIPMENT ALLOWANCE | Open | <u>51.36</u> | 0.00 | | |
| | | | | | 201.36 | | | |
| 00775 CAPRIONI PORTABLE TOILETS, INC* | | | | | | | | |
| | 19-03390 | 12/11/19 | MONTHLY-CANAL PARK | Open | 264.00 | 0.00 | | |
| 00784 CAPE MAY STAR & WAVE | | | | | | | | |
| | 19-03341 | 12/09/19 | LEGAL PUBLICATION 11/20/19 | Open | 71.30 | 0.00 | | |
| 00825 COMCAST* | | | | | | | | |
| | 19-03294 | 12/03/19 | 11/28-12/27/19 INTERNET | Open | 117.91 | 0.00 | | |
| 01055 ERIC COOMBS | | | | | | | | |
| | 18-00809 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 19-00935 | 03/29/19 | 2019 EQUIPMENT ALLOWANCE | Open | <u>146.00</u> | 0.00 | | B |
| | | | | | 296.00 | | | |
| 01075 COPIERS PLUS* | | | | | | | | |
| | 19-03284 | 11/27/19 | 8/20-11/19/19 COPIER OVERAGES | Open | 537.61 | 0.00 | | |
| 01170 VERIZON WIRELESS* F/S | | | | | | | | |
| | 19-03334 | 12/09/19 | 10/27-11/26/19 CELL FIRESAFETY | Open | 53.17 | 0.00 | | |
| 01171 VERIZON WIRELESS - TOWNHALL | | | | | | | | |
| | 19-03308 | 12/04/19 | 10/24-11/23/19 CELL PHONE | Open | 501.67 | 0.00 | | |
| | 19-03321 | 12/09/19 | IPHONE 10/29-11/28/19 | Open | <u>907.89</u> | 0.00 | | |
| | | | | | 1,409.56 | | | |
| 01200 DELTA DENTAL PLAN OF NJ | | | | | | | | |
| | 19-03318 | 12/04/19 | NOV 2019 CLAIMS GROUP# 9427 | Open | 9,389.80 | 0.00 | | |
| 01280 DON DOUGLASS, JR | | | | | | | | |
| | 19-03339 | 12/09/19 | CONTRACTUAL REIMBURSEMENT V | Open | 735.95 | 0.00 | | |
| 01389 EDDIE'S AUTO BODY* | | | | | | | | |
| | 19-02861 | 10/24/19 | REPAIR PATROL VEHICLE | Open | 5,264.54 | 0.00 | | |
| | 19-03172 | 11/15/19 | PATROL VEHICLE REPAIR | Open | 1,479.25 | 0.00 | | |
| | 19-03185 | 11/19/19 | REPAIR PATROL VEHICLE | Open | <u>176.13</u> | 0.00 | | |
| | | | | | 6,919.92 | | | |
| 01530 FIRE DISTRICT #1 | | | | | | | | |
| | 19-00713 | 03/08/19 | 2019 FIRE DISTRICT 1 TAXES | Open | 175,843.75 | 0.00 | | |
| 01540 FIRE DISTRICT #2 | | | | | | | | |
| | 19-00174 | 01/10/19 | 2019 FIRE TAXES | Open | 99,250.00 | 0.00 | | |
| 01550 FIRE DISTRICT #3 | | | | | | | | |
| | 19-00637 | 03/01/19 | 2019 FIRE DISTRICT# 3 TAXES | Open | 238,791.56 | 0.00 | | |
| 01661 GENERAL SALES ADMINISTRATION* | | | | | | | | |
| | 19-01811 | 06/20/19 | OUTFITTING PATROL VEHICLES | Open | 9,792.11 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--|----------|----------|--------------------------------|--------|------------------|-------------|----------|---------|
| 01661 GENERAL SALES ADMINISTRATION* Continued | | | | | | | | |
| | 19-03098 | 11/08/19 | NEW VEHICLE OUTFITTING | Open | 1,460.94 | 0.00 | | |
| | | | | | <u>11,253.05</u> | | | |
| 01690 GRANTURK EQUIPMENT CO* | | | | | | | | |
| | 19-03115 | 11/12/19 | SOUNTY SWEEPER PARTS | Open | 3,554.75 | 0.00 | | |
| | 19-03274 | 11/27/19 | PARTS/VEHICLE 35 | Open | 2,077.76 | 0.00 | | |
| | | | | | <u>5,632.51</u> | | | |
| 01805 HERTRICH FLEET SERVICES INC* | | | | | | | | |
| | 19-02231 | 08/07/19 | 19 DODGE CHARGER PD STATE CONT | Open | 21,288.00 | 0.00 | | |
| 01806 ANTHONY J HARVATT, II, ESQ | | | | | | | | |
| | 19-00800 | 03/21/19 | BOARD SOLICITOR SALARY | Open | 625.00 | 0.00 | | |
| | 19-03343 | 12/09/19 | 11/7 PREP RESOLUTIONS | Open | 450.00 | 0.00 | | |
| | | | | | <u>1,075.00</u> | | | |
| 01826 WILLIAM HIENKEL | | | | | | | | |
| | 19-03282 | 11/27/19 | CONTRACTUAL REIMBURSEMENT M | Open | 810.68 | 0.00 | | |
| 01898 HERITAGE BUSINESS SYSTEMS, INC* | | | | | | | | |
| | 19-03327 | 12/09/19 | GEORGIA PRINTER REPAIR | Open | 185.00 | 0.00 | | |
| | 19-03361 | 12/10/19 | MISSED AMOUNT PREVIOUS INV | Open | 460.00 | 0.00 | | |
| | 19-03371 | 12/10/19 | PRINTER MAINT 12/9-3/8/20 | Open | 1,922.14 | 0.00 | | |
| | | | | | <u>2,567.14</u> | | | |
| 02025 HUNTER JERSEY PETERBILT* | | | | | | | | |
| | 19-03285 | 12/03/19 | EGR VALVE TRUCK 33 | Open | 736.92 | 0.00 | | |
| 02027 JESCO INC* | | | | | | | | |
| | 19-03232 | 11/25/19 | WINDSHIELD | Open | 464.52 | 0.00 | | |
| | 19-03269 | 11/27/19 | FILTERS | Open | 107.77 | 0.00 | | |
| | | | | | <u>572.29</u> | | | |
| 02066 DEBORAH A. JOHNS | | | | | | | | |
| | 19-03406 | 12/12/19 | CONTRACTUAL REIMBURSEMENT V | Open | 55.00 | 0.00 | | |
| 02108 KEEN COMPRESSED GAS CO* | | | | | | | | |
| | 19-01578 | 06/04/19 | BOTTLED GAS | Open | 304.65 | 0.00 | | |
| 02331 LOWER TOWNSHIP ROTARY CLUB | | | | | | | | |
| | 19-03117 | 11/12/19 | ANNUAL CONTRIBUTION | Open | 800.00 | 0.00 | | |
| 02334 LOWER TWP CHAMBER OF COMMERCE | | | | | | | | |
| | 19-03171 | 11/15/19 | NOV CHAMBER LUNCHEON MTG | Open | 25.00 | 0.00 | | |
| 02415 STEPHEN FLITCROFT | | | | | | | | |
| | 18-00813 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 19-00939 | 03/29/19 | 2019 EQUIPMENT ALLOWANCE | Open | 150.00 | 0.00 | | |
| | | | | | <u>300.00</u> | | | |
| 02443 ALLEN MAGNAVITA | | | | | | | | |
| | 19-03372 | 12/10/19 | CONTRACTUAL REIMBURSEMENT V | Open | 217.00 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--------------------------------------|----------|----------|---------------------------------|--------|---------------|-------------|----------|---------|
| 02607 MICHAEL MAJANE | 18-00823 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 149.86 | 0.00 | | |
| 02677 KAREN F. WOLF | 19-03332 | 12/09/19 | CONTRACTUAL REIMBURSEMENT M | Open | 89.50 | 0.00 | | |
| | 19-03342 | 12/09/19 | CONTRACTUAL REIMBURSEMENT M | Open | <u>59.78</u> | 0.00 | | |
| | | | | | 149.28 | | | |
| 02725 THOMAS MILLS | 19-03391 | 12/11/19 | 12/10/19 410 BAYWYN RD | Open | 56.46 | 0.00 | | |
| 02810 MOUNT CONSTRUCTION CO* | 19-02035 | 07/16/19 | ROSEANN PHASE 3 DNE \$2464865.0 | Open | 122,783.73 | 0.00 | | |
| 03104 NORTHEAST IND.&MARINE SUPPLY* | 19-00821 | 03/21/19 | SUPPLIES/MATERIALS/APIIL | Open | 62.46 | 0.00 | | B |
| 03158 NYSKA* | 19-03140 | 11/13/19 | RENEWAL OF COACHES-BASKETBALL | Open | 60.00 | 0.00 | | |
| 03241 SARGENT OSHEA | 19-03331 | 12/09/19 | CONTRACTUAL REIMBURSEMENT M | Open | 826.43 | 0.00 | | |
| 03350 MICHAEL PERRY | 19-03279 | 11/27/19 | REIMBURSEMENT- COACH | Open | 15.00 | 0.00 | | |
| 03427 POLAR BEAR MECHANICAL SERVICES | 19-02926 | 10/30/19 | HVAC MAINTENANCE | Open | 476.98 | 0.00 | | B |
| | 19-03199 | 11/20/19 | EMERGENCY CALL- BOILER-REC. | Open | <u>147.00</u> | 0.00 | | |
| | | | | | 623.98 | | | |
| 03484 LAUREN M. READ | 19-03216 | 11/25/19 | TRAVEL REIMBURSEMENT | Open | 59.17 | 0.00 | | |
| 03495 ELIZABETH BYRNE | 19-00640 | 03/01/19 | CONTRACTUAL REIMBURSEMENT M | Open | 147.72 | 0.00 | | |
| 03518 RIGGINS, INC.* | 19-03266 | 11/27/19 | OFF HIGHWAY DIESEL | Open | 450.56 | 0.00 | | |
| | 19-03365 | 12/10/19 | OFF HIGHWAY DIESEL | Open | <u>505.82</u> | 0.00 | | |
| | | | | | 956.38 | | | |
| 03608 SEAWAVE CORPORATION* | 19-03239 | 11/25/19 | 11/25/19 ADVERTISEMENT 3X3 | Open | 139.00 | 0.00 | | |
| 03790 THE PRESS* | 19-03134 | 11/13/19 | LEGAL AD - SEALED PROPOSALS | Open | 48.72 | 0.00 | | |
| 03799 LINDA THOMAS | 19-03293 | 12/03/19 | CONTRACTUAL REIMBURSEMENT V | Open | 65.00 | 0.00 | | |
| 03820 MUNICIPAL UTILIL, AUTH ON CALL | 19-03312 | 12/04/19 | REIMBURSE HALF OF TOTAL BILLIN | Open | 368.01 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--------------------------------------|----------|----------|------------------------------|--------|-----------|-------------|----------|---------|
| 03844 GIACOMO TROMBETTA | 19-03336 | 12/09/19 | CONTRACTUAL REIMBURSEMENT M | Open | 124.04 | 0.00 | | |
| 03904 LOWE'S HOME CENTER INC* | 19-02730 | 10/07/19 | MATERIALS/DPW | Open | 188.38 | 0.00 | | |
| 03915 TURF EQUIPMENT & SUPPLY CO* | 19-03275 | 11/27/19 | PARTS FOR VEHICLES | Open | 95.74 | 0.00 | | |
| 03958 DEBORAH VAN MOURIK | 19-03340 | 12/09/19 | CONTRACTUAL REIMBURSEMENT M | Open | 242.64 | 0.00 | | |
| 03971 VERIZON WIRELESS MDT POLICE | 19-03330 | 12/09/19 | VERIZON WIRELESS | Open | 843.33 | 0.00 | | |
| 03985 VILLAS NAPA AUTO PARTS | 19-02102 | 07/24/19 | RDS/SANT/RECY/DPW/OCT | Open | 2,770.48 | 0.00 | | |
| 03992 VAL-U-AUTO PARTS LLC* | 19-01294 | 05/02/19 | RDS/SANT/DPW/JUNE | Open | 6,158.29 | 0.00 | | |
| 04089 WIZARD'S FESTIVAL OF FUN, INC* | 19-02524 | 09/17/19 | FERRY MERRY CHRISTMAS | Open | 5,750.00 | 0.00 | | |
| 04097 CINTAS FIRST AID AND SAFETY* | 19-03405 | 12/12/19 | FIRST AIDE SUPPLIES/DPW | Open | 114.70 | 0.00 | | |
| | 19-03412 | 12/12/19 | MEDICAL CABINET REFILL | Open | 57.42 | 0.00 | | |
| | | | | | 172.12 | | | |
| 04158 HUFFMAN'S FLOOR COVERING* | 19-02924 | 10/30/19 | MOHAWK CARPET TILES- ROOM #2 | Open | 3,357.80 | 0.00 | | |
| 04266 NJ DEPT OF HEALTH&SENIOR SVCS | 19-03337 | 12/09/19 | DOG DAMAGE NOVEMBER 2019 | Open | 71.40 | 0.00 | | |
| 04281 CAPRI CONSTRUCTION CO INC* | 19-02761 | 10/09/19 | REC.CENTER RESTROMMS UPGRADE | Open | 24,539.20 | 0.00 | | B |
| 04301 SEASHORE ASPHALT CORPORATION* | 19-03160 | 11/15/19 | HP PATCH | Open | 245.00 | 0.00 | | |
| 2023 ATLANTIC TACTICAL INC* | 19-02780 | 10/11/19 | POLICE SUPPLIES | Open | 6,100.00 | 0.00 | | |
| | 19-03097 | 11/08/19 | FIREARM PARTS | Open | 3,319.27 | 0.00 | | |
| | | | | | 9,419.27 | | | |
| 5032 NORTH WILDWOOD \$ CREST SHIRT* | 19-03271 | 11/27/19 | PINNIES - BLUE AND WHITE | Open | 358.20 | 0.00 | | |
| 6063 CAPE MINING & RECYCLING, LLC* | 19-01274 | 05/02/19 | SUPPLIES FOR ROADS | Open | 852.20 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|---|----------|----------|--------------------------------|--------|-----------------|-------------|----------|---------|
| 6071 UNITED UNIFORMS LIMITED LIAB* | | | | | | | | |
| | 19-02883 | 10/28/19 | POLOS WITH EMBROIDERY 10/21/19 | Open | 236.97 | 0.00 | | |
| | 19-03212 | 11/21/19 | EMBROIDERY FOR UNIFORMS | Open | 30.00 | 0.00 | | |
| | | | | | <u>266.97</u> | | | |
| 7079 SUBURBAN PROPANE L P* | | | | | | | | |
| | 19-03389 | 12/11/19 | CLEM MULLIGAN PARK | Open | 162.08 | 0.00 | | |
| 7119 ENGINEERING DESIGN ASSOC* | | | | | | | | |
| | 18-03249 | 12/11/18 | VILLAGE ROAD PROJ RES 2018-361 | Open | 500.42 | 0.00 | | B |
| | 19-00359 | 01/30/19 | RES 18-326 SCHELLENGERS LNDG | Open | 1,543.10 | 0.00 | | B |
| | | | | | <u>2,043.52</u> | | | |
| 7296 MELISSA O'DONNELL | | | | | | | | |
| | 19-03281 | 11/27/19 | REIMBURSEMENT-BASKETBALL COACH | Open | 54.05 | 0.00 | | |
| 7354 FLEETPRIDE INC.* | | | | | | | | |
| | 19-03404 | 12/12/19 | PARTS FOR VEHICLE | Open | 339.70 | 0.00 | | |
| 7359 ANTHONY MICCICHE | | | | | | | | |
| | 19-03265 | 11/27/19 | TRAINING MEALS 11-13,14,15 &18 | Open | 33.50 | 0.00 | | |
| 7386 COREY SCHEID | | | | | | | | |
| | 19-03338 | 12/09/19 | 12/4-12/6 PARKING CONFERENCE | Open | 35.00 | 0.00 | | |
| 7457 SERVPRO OF CAPE MAY COUNTY* | | | | | | | | |
| | 19-02440 | 09/04/19 | FOSTER HOUSE CLEAN UP | Open | 1,282.27 | 0.00 | | |
| 7478 WINDSTREAM COMMUNICATION INC* | | | | | | | | |
| | 19-03322 | 12/09/19 | 11/29/19 PHONE SERVICES | Open | 6,686.30 | 0.00 | | |
| 7479 BE & ME ENTERTAINMENT LLC* | | | | | | | | |
| | 19-03182 | 11/18/19 | MINI ART SESSIONS/FERRY MERRY | Open | 500.00 | 0.00 | | |
| 7507 STEFANKIEWICZ & BELASCO LLC | | | | | | | | |
| | 19-00047 | 01/04/19 | DNE \$97,000 EXPENSES | Open | 6,386.98 | 0.00 | | |
| 7508 BLANEY & KARAVAN PC* | | | | | | | | |
| | 19-00048 | 01/04/19 | LABOR ATT RES#2019-02 DNE 40K | Open | 2,632.00 | 0.00 | | B |
| 7532 HEATHER MCNULTY* | | | | | | | | |
| | 19-03303 | 12/03/19 | HI FIT & SPROUT SPOT NOV 19 | Open | 275.00 | 0.00 | | |
| 7575 CAPE MAY COUNTY COAST GUARD | | | | | | | | |
| | 19-03310 | 12/04/19 | 2019 CG COMMUNITY FEST CONTR | Open | 1,000.00 | 0.00 | | |
| 7618 MEGONIGAL ELECTRIC LLC* | | | | | | | | |
| | 19-03139 | 11/13/19 | PARKING LOT LIGHTS-BENNETTS | Open | 955.00 | 0.00 | | |
| 7636 MOTT MACDONALD LLC* | | | | | | | | |
| | 19-00165 | 01/09/19 | MULLIGAN FIELD RENOVATIONS | Open | 10,362.00 | 0.00 | | B |
| | 19-02261 | 08/12/19 | REC BATHROOM CONSDTRUCTION PHA | Open | 4,950.00 | 0.00 | | B |
| | 19-02854 | 10/24/19 | STAIRS DESIGN | Open | 3,956.00 | 0.00 | | B |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|-----------------------------------|----------|----------|-------------------------------|--------|-----------|-------------|----------|---------|
| 7636 MOTT MACDONALD LLC* | | | Continued | | | | | |
| | 19-03344 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 7,496.01 | 0.00 | | |
| | 19-03345 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 513.88 | 0.00 | | |
| | 19-03346 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 38.25 | 0.00 | | |
| | 19-03347 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 776.25 | 0.00 | | |
| | 19-03348 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 76.50 | 0.00 | | |
| | 19-03349 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 191.25 | 0.00 | | |
| | 19-03350 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 357.14 | 0.00 | | |
| | 19-03351 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 406.56 | 0.00 | | |
| | 19-03352 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 218.63 | 0.00 | | |
| | 19-03353 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 1,140.73 | 0.00 | | |
| | 19-03354 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 1,104.13 | 0.00 | | |
| | 19-03355 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 696.14 | 0.00 | | |
| | 19-03356 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 792.63 | 0.00 | | |
| | 19-03357 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 1,007.38 | 0.00 | | |
| | 19-03358 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 69.25 | 0.00 | | |
| | 19-03359 | 12/09/19 | PROFESSIONAL ENGINEERING | Open | 76.50 | 0.00 | | |
| | | | | | 34,229.23 | | | |
| 7675 ALICIA MONTGOMERY | | | | | | | | |
| | 19-03280 | 11/27/19 | REIMBURSEMENT- COACH | Open | 15.00 | 0.00 | | |
| 7691 AUDREY DENNY | | | | | | | | |
| | 19-03373 | 12/10/19 | CONTRACTUAL REIMBURSEMENT M | Open | 794.52 | 0.00 | | |
| 7748 JAMES MATHIS | | | | | | | | |
| | 18-00825 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 148.09 | 0.00 | | |
| 7798 THE HON COMPANY | | | | | | | | |
| | 19-02309 | 08/19/19 | VALIDO LATERAL FILES | Open | 1,186.26 | 0.00 | | |
| 7819 CHARLES RYAN | | | | | | | | |
| | 18-00830 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| 7820 DEBLASIO & ASSOCIATES, P.C* | | | | | | | | |
| | 19-02342 | 08/21/19 | 2019 ROAD PROGRAM | Open | 1,062.50 | 0.00 | | B |
| 7833 AARONS MOBILE DETAILING LLC* | | | | | | | | |
| | 19-02871 | 10/24/19 | CAR DETAILING | Open | 200.00 | 0.00 | | |
| 7861 DENNIS TOWNSHIP FOOTBALL | | | | | | | | |
| | 19-02963 | 11/06/19 | ROUND ROBIN REGISTRATION FEES | Open | 100.00 | 0.00 | | |
| 7866 KATHRYN CRECCA | | | | | | | | |
| | 19-03283 | 11/27/19 | CONTRACTUAL REIMBURSEMENT V | Open | 316.55 | 0.00 | | |
| 7876 DAVID DOUGLASS | | | | | | | | |
| | 19-03299 | 12/03/19 | REIMBURSEMENT-WRESTLING | Open | 25.00 | 0.00 | | |
| 7923 THOMAS SHOUGH | | | | | | | | |
| | 18-00842 | 03/27/18 | 2018 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|-------------------------------------|----------|----------|--------------------------------|--------|----------|-------------|----------|---------|
| 7923 THOMAS SHOUGH | | | | | | | | |
| | 19-00963 | 03/29/19 | 2019 EQUIPMENT ALLOWANCE | Open | 150.00 | 0.00 | | |
| | | | | | 300.00 | | | |
| 7929 AMAZON CAPITAL SERVICES, INC | | | | | | | | |
| | 19-03189 | 11/19/19 | SUPPLIES | Open | 165.09 | 0.00 | | |
| | 19-03264 | 11/27/19 | DETECTIVE PHONE CASES | Open | 23.98 | 0.00 | | |
| | 19-03289 | 12/03/19 | SUPPLIES | Open | 155.52 | 0.00 | | |
| | 19-03314 | 12/04/19 | ALUM STAIR TREADS/ LIGHT BULBS | Open | 225.09 | 0.00 | | |
| | 19-03320 | 12/05/19 | OFFICE SUPPLIES | Open | 202.23 | 0.00 | | |
| | 19-03363 | 12/10/19 | SCREEN PROTECTORS | Open | 11.99 | 0.00 | | |
| | | | | | 783.90 | | | |
| 7985 EAW SECURITY | | | | | | | | |
| | 19-03231 | 11/25/19 | DOOR CORES FOR CLERKS OFFICE | Open | 927.14 | 0.00 | | |
| 8001 KEVIN O'BRIEN | | | | | | | | |
| | 18-02463 | 09/18/18 | 2018 EQUIP. ALLOWANCE | Open | 51.78 | 0.00 | | |
| | 19-00955 | 03/29/19 | 2019 EQUIPMENT ALLOWANCE | Open | 130.50 | 0.00 | | B |
| | | | | | 182.28 | | | |
| 8039 CAPE MAY RUNNING LLC | | | | | | | | |
| | 19-03190 | 11/19/19 | RETURN UNUSED ESCROW | Open | 362.50 | 0.00 | | |
| 8081 UGI ENERGY SERVICES | | | | | | | | |
| | 19-03309 | 12/04/19 | NOVEMBER 2019 NATURAL GAS | Open | 1,186.43 | 0.00 | | |
| 8087 COOL POOLS CONSTRUCTION LLC | | | | | | | | |
| | 19-02460 | 09/05/19 | SAFETY POOL COVERS FOR POOL | Open | 4,075.00 | 0.00 | | |
| 8105 JOSEPH HARRISON | | | | | | | | |
| | 19-03298 | 12/03/19 | FALL SOCCER ASSIGNOR FEE | Open | 108.00 | 0.00 | | |
| 8131 DOCUVAULT SECURE SHREDDING LLC | | | | | | | | |
| | 19-03360 | 12/10/19 | 11/22/19 SHREDDING | Open | 124.00 | 0.00 | | |
| 8152 DELMOPRO LLC | | | | | | | | |
| | 19-03181 | 11/15/19 | REFUND | Open | 48.75 | 0.00 | | |
| 8153 7 MILE PUBLISHING & CREATIVE | | | | | | | | |
| | 19-02462 | 09/09/19 | INFORMATIONAL AQUATIC PRESENT | Open | 4,265.00 | 0.00 | | |
| 8154 HUNTER TRUCK SALES & SERVICE | | | | | | | | |
| | 19-03286 | 12/03/19 | PARTS FOR COUNTY TRUCK | Open | 1,095.66 | 0.00 | | |
| 8193 VERONICA GAMBLE | | | | | | | | |
| | 19-03267 | 11/27/19 | REIMBURSEMENT- BASKETBALL | Open | 20.00 | 0.00 | | |
| 8195 JEFFREY LINDSAY | | | | | | | | |
| | 19-03278 | 11/27/19 | REIMBURSEMENT- COACH | Open | 15.00 | 0.00 | | |
| 8196 JOHN ELWELL | | | | | | | | |
| | 19-03300 | 12/03/19 | REIMBURSEMENT-REGISTRATION | Open | 25.00 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|-------------------------------------|----------|----------|----------------------------|--------|--------------------|-------------|--------------------|---------|
| 8199 VALENTIN LAZAR | 19-03335 | 12/09/19 | 12/9/19 RELEASE DEMO BOND | Open | 500.00 | 0.00 | | |
| 8212 MICHAEL CALAFATI ARCHITECT LLC | 19-01424 | 05/15/19 | RES 19-163 NATHANIEL HOUSE | Open | 6,763.50 | 0.00 | | |
| ALPHACAR ALPHA CARD SYSTEMS* | 19-03205 | 11/21/19 | ID PRINTER SUPPLIES | Open | 117.15 | 0.00 | | |
| BOSNA KAREN MANETTE BOSNA | 19-03302 | 12/03/19 | NOVEMBER 2019 YOGA | Open | 105.00 | 0.00 | | |
| Total Purchase Orders: | | 171 | Total P.O. Line Items: | 0 | Total List Amount: | 884,100.43 | Total Void Amount: | 0.00 |

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

RESOLUTION #2019-370

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

| <u>Vendor</u> | <u>Description</u> | <u>Amount</u> |
|--------------------------|---------------------------|---------------|
| RUSSELL DOUGLASS | CONTRACTUAL REIMBURSEMENT | \$1900.00 |
| GREAT AMERICAN FINANCIAL | LEASE PAYMENT | \$1219.50 |
| NJ MOTOR VEHICLES | REGISTRATION | \$60.00 |

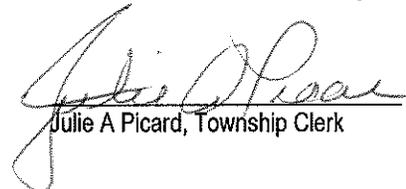
TOTAL Manual Checks \$3179.50

TOTAL Computer Generated \$884,100.43

TOTAL BILL LIST \$887,279.94

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 DEC 16, 2019.



Julie A. Picard, Township Clerk

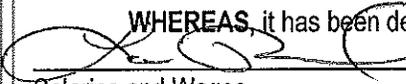
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2019-371

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

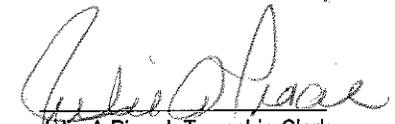
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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 Anthony Micciche in the amount of 7,033.43 is authorized and chargeable to the 2019 Budget account 9-01-25-240-123.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: CHIEF WILLIAM MASTRIANA
FROM: PTLM. ANTHONY MICCICHE
DATE: 12/02/2019
SUBJECT: COMPENSATORY TIME REQUEST

Sir,

I am respectfully requesting to cash in 250 hours of accumulated compensatory time.
Thank you for your attention in this matter.

Respectfully Submitted,

Anthony M. Micciche #198

Anthony M. Micciche
Patrolman Badge 198

250 x
28.1337 =
7,033.425 *+

| C | File | Officer | Comments |
|---|---------|--------------|-----------------------------|
| | 12/2/19 | Sgt Ryan 194 | |
| | 12-3-19 | A. LEWIS | RELIEVED FORWARDED TO CHIEF |
| | 12/3/19 | MCS | FWD TO TWP |

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

RESOLUTION #2019-372

Title: TRANSFER OF 2019 APPROPRIATIONS

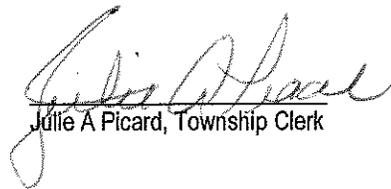
WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriation transfers during the last two months of the current fiscal year when it has been determined that any appropriation is insufficient to pay the claims authorized or incurred during the current year, which are chargeable to said appropriation, and there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following transfers totaling \$15,000.00 be made between the 2019 budget appropriations:

| LINE ITEM | | ACCT. NUMBER | TO | FROM |
|------------------------|-----|-----------------|-----------|-----------|
| POLICE | OE | 9-01-25-240-200 | 5,000.00 | |
| MANAGER | S&W | 9-01-20-100-100 | 10,000.00 | |
| GROUP HEALTH INSURANCE | OE | 9-01-23-220-400 | | 15,000.00 |
| | | | 15,000.00 | 15,000.00 |

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | + | | | |
| PERRY | X | | + | | | |
| ROY | | | + | | | |
| SIPPEL | | | + | | | |
| 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 December 16, 2019.


Julie A Picard, Township Clerk

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

RESOLUTION #2019-373

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR SPLIT RAILS AND POSTS FOR BEACH ACCESS PROGRAM**

WHEREAS, the Township of Lower has a need to acquire Split Rails and Posts for the Beach Access Program; pursuant to the provisions of N.J.S.A. 19:44A-20.4 Fair and Open Process; and

WHEREAS, Bid # P2P 2019-24 to purchase Split Rails and Posts was advertised on the Township website on November 24, 2019 and accepted and opened on Thursday December 5, 2019 at 11:00 a.m.; Two (2) Proposals was submitted and reviewed by the QPA; 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:

9-01-28-370-299

CFO Signature:



Lauren Read, CFO

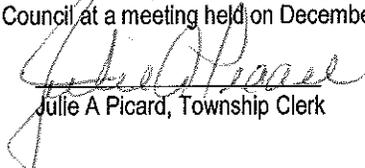
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the contract for the above is hereby awarded as follows:

AWARD TO: A. MURPHY & SONS FENCE COMPANY INC.

TOTAL AWARD: \$19,539.52
11" RAIL SPLIT RAIL PER UNIT \$9.52
6"-2 HOLE SPLIT RAIL PER UNIT \$9.52
6"-2 HOLE END POST PER UNIT \$9.66

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A. Picard, Township Clerk

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

RESOLUTION #2019-374

Title: RENEWAL OF TRAILER PARK LICENSES FOR THE YEAR 2020

WHEREAS, the following applicants have submitted applications for renewal of their trailer park licenses for the year 2020; and

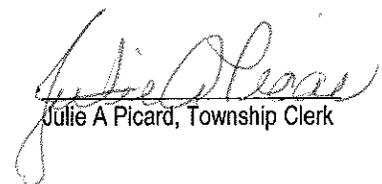
WHEREAS, the appropriate license fees have been received and the real estate taxes on subject properties are current.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the renewal of the following trailer park licenses for the year 2020 are hereby approved:

| <u>NAME</u> | <u>LOCATION</u> |
|--|---------------------|
| Patricia Major t/a Broadway Mobile Park | 901 Broadway |
| William Herker t/a Cape May Landing | 755 Route 9 |
| Inter Coastal Enterprises, Inc. t/a Shawcrest Mobile Home Park | 5200 Shawcrest Road |
| National RV Communities t/a Cape May Crossing | 878 Route 109 South |
| William Herker t/a Cape Meadows | 306 Route 9 |

| | 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 December 16, 2019.


 Julie A Picard, Township Clerk

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

RESOLUTION #2019-375

Title: AUTHORIZING INCREASE IN CHANGE FUND FOR THE CONSTRUCTION OFFICE

WHEREAS, the Construction Office is required to make change from time to time for cash payments; and

WHEREAS, the Construction Code Official (CCO) has submitted a request to increase the change fund in his office from \$100.00 to \$250.00 to address the increasing number of permits issued and usage of cash payments for said permits; and

WHEREAS, New Jersey State regulations allow change funds to be established by an initial resolution and to continue from year to year without additional governing body action until such time as they take action to have the funds returned.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the change fund in the Construction office be increased from \$100.00 to \$250.00 and charged to the 2019 budget as follows:

Appropriation:

9-01-22-195-299

CFO Signature certifying sufficient funding:


Lauren Read, CFO

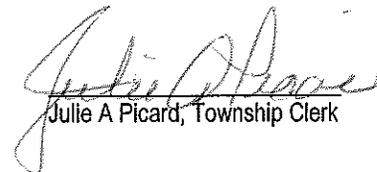
BE IT FURTHER RESOLVED, that said change fund be used to make change only and will not be used for the purchase of goods and/or services of any kind; and

BE IT FURTHER RESOLVED, said change fund be safeguarded and that the proper internal controls applied to ensure the security of the fund.

BE IT FINALLY RESOLVED, that the Lower Township Treasurer is hereby authorized to issue the increase to the respective change fund in the amount of \$150 to use as set forth in this resolution.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

jpocard

From: lread
Sent: Monday, December 09, 2019 10:18 AM
To: jpocard
Subject: FW: Change fund
Attachments: 19-375 Increase change fund for BOCA.doc

Julie

Attached is the resolution and Gary's request for the increase.

Lauren Read
CFO, Township of Lower
2600 Bayshore Road
Villas, NJ 08251
609-886-2005 (ext. 125)
lread@townshipoflower.org

From: gplayford
Sent: Monday, December 9, 2019 10:05 AM
To: lread
Subject: Change fund

Morning Lauren

I'm asking if you would increase our change fund from 100.00 dollars to 250.00Due to the fact these days we are getting a lot of cash payments and it would help to have smaller bills on hand... Thanks for your anticipated cooperation in this matter.... Gary

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

RESOLUTION #2019-376

Title: AUTHORIZATION TO CANCEL GENERAL LEDGER BALANCES

WHEREAS, it has been determined that there are appropriated and receivable balances in the general ledger of the current and the federal and state grant funds that are no longer viable; and

WHEREAS, it has been determined by an internal audit that these balances totaling \$19,798.67 should be cancelled to properly reflect the financial position of the Township; and

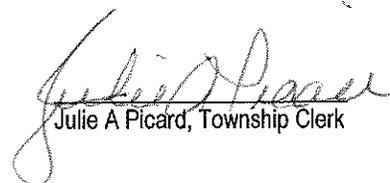
WHEREAS, it is necessary to formally authorize cancellation of said balances so that they can be adjusted to show a true reflection of the financial position of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following cancellation is authorized to the corresponding Receivable and Appropriated General Ledger Balances:

| G/L DESCRIPTION | | G/L NUMBER | DEBIT | CREDIT |
|-----------------|--------------------|---------------------|------------------|------------------|
| APPROPRIATED | JIF | 9-02-203-40-300-304 | 50.24 | |
| APPROPRIATED | DISTRACTED DRIVING | 9-02-203-40-300-316 | 3,300.00 | |
| APPROPRIATED | MUNICIPAL ALLIANCE | 9-02-203-40-300-307 | 7,617.97 | |
| APPROPRIATED | COASTAL RESILIENCE | 9-02-203-40-300-427 | 1,416.08 | |
| APPROPRIATED | COPS IN SHOPS | 9-02-203-40-300-314 | 958.52 | |
| RECEIVABLE | RECEIVABLE JIF | 9-02-104-03-700-011 | 249.46 | |
| RECEIVABLE | DISTRACTED DRIVING | 9-02-104-03-700-011 | | 3,300.00 |
| RECEIVABLE | BODY ARMOR | 9-02-104-03-700-011 | | 156.22 |
| RECEIVABLE | COASTAL RESILIENCE | 9-02-104-03-700-011 | | 1,416.08 |
| RECEIVABLE | CLICK IT OR TICKET | 9-02-104-03-700-011 | | 5,000.00 |
| RECEIVABLE | CIS | 9-02-104-03-700-011 | | 100.00 |
| RECEIVABLE | EMAA | 9-02-104-03-700-011 | 600.00 | |
| RECEIVABLE | MUNICIPAL ALLIANCE | 9-02-104-03-700-011 | | 9,826.37 |
| FUND BALANCE | | 9-01-400-65-900-011 | 5,606.40 | |
| | | | 19,798.67 | 19,798.67 |

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

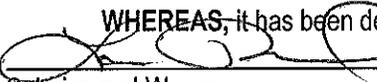
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2019-377

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

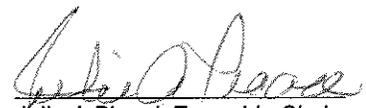
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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 Eric Coombs in the amount of \$ 14,277.84 is authorized and chargeable to the 2019 Budget account 9-01-25-240-127.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: CHIEF WILLIAM MASTRIANA

FROM: SRO ERIC S. COOMBS

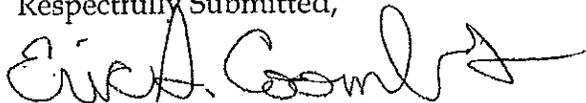
DATE: December 9, 2019

SUBJECT: COMP TIME SELL BACK

SIR,

I WOULD LIKE TO SELL BACK 300 HOURS OF MY ACCUMULATED COMP TIME

Respectfully Submitted,



ERIC S. COOMBS
Patrolman Badge 177

300 x
47.5928 =
14,277.840 *+
000.....
0.000 *+

| C | File | Date | Officer | Comments |
|---|------|---------|---------|----------------------|
| | | 12/9/19 | MB | Received Fwd to Temp |
| | | | | |
| | | | | |
| | | | | |

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

RESOLUTION #2019-378

Title: AUTHORIZATION TO CANCEL RESOLUTION #2019-238: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A: 4-87, CHAPTER 159 (DEDR \$31,409)

WHEREAS, it has been determined by the CFO that Municipal Alliance Grant funds were authorized and booked twice; once in the 2019 Budget and once through Chapter 159 Resolution #2019-238; and

WHEREAS, it has been determined that the proper course of action to correct is to cancel Resolution #2019-238, Chapter 159 (DEDR \$31,409) and corresponding Resolution #2019-234 Requesting Change in Title, Text or Amount for the local match amount \$7,852; and

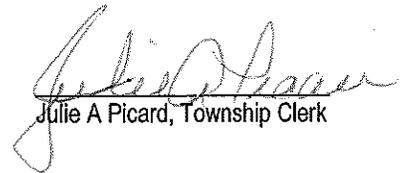
WHEREAS, it is the recommendation of the CFO that these resolutions be cancelled and a certified copy of this Resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Resolution #2019-238 and corresponding Resolution #2019-234 are hereby cancelled.

BE IT FURTHER RESOLVED that the CFO is authorized to forward this resolution and any supporting documentation to the Division of Local Government Services, New Jersey Department of Community Affairs.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore Road
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

December 9, 2019

To Lower Township Manager, Mayor and Council,

While completing the annual year-end reconciliation of the Federal and State Grant Fund, it was discovered that the Municipal Alliance appropriation had been booked twice. The State portion of \$31,409 and the Township portion of \$7,852 were included in both the 2019 Budget and also in Resolution #2019-238: Chapter 159 (DEDR \$31,409) and in Resolution #2019-234: Change in Title, Text or Amount of Appropriation (\$7,852), both passed at a meeting held on July 15, 2019.

I called Jorge Carmona at NJDCA for guidance and was instructed to cancel the resolution authorizing its inclusion into the 2019 Budget and email same to his attention.

My error was due to a misread of the award year which changed from a calendar to a fiscal year a few years back.

I apologize for the error and can assure the Manager, Mayor and Council that it will not be repeated.

A handwritten signature in black ink, appearing to read "Lauren Read". The signature is stylized with large loops and a long horizontal stroke.

Lauren Read
CFO, Township of Lower

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

RESOLUTION #2019-379

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

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

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

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,500.00 for an item of revenue in the budget of the year 2019 as follows:

Miscellaneous Revenues –
 Revenue Offset with Appropriations - Drive Sober or Get Pulled Over
 Total with increase to be - \$ 5,500.00

SECTION 2.

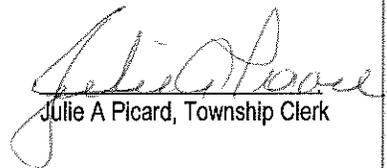
BE IT FURTHER RESOLVED that a like sum of \$5,500.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
 Public & Private Programs Offset by Revenues - Drive Sober or Get Pulled Over
 State/Federal Share \$ 5,500.00
 Non State Share \$
 Total with increase to be \$ 5,500.00

FURTHER RESOLVED that a certified copy of this Resolution shall be electronically filed with the State of New Jersey, Division of Local Government Services.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


 Julie A Picard, Township Clerk



Home Calendar Documents

Reports | Training Materials | Organization(s) | Profile:Crippen | Logout

ADD NOTE

Menu Forms Menu Status Changes Management Tools Related Documents and Messages

Back

Document Information: MOB-YEHDS-2019-Lower Township-00007

Details

GRANT SNAPSHOT

| | |
|-----------------------------------|--|
| Grant #: | EA-20-45-01-MH-42 |
| Status: | Grant Agreement Executed |
| Project Title: | 2019 Drive Sober or Get Pulled Over Year End Holiday Crackdown |
| Grantee/Organization Name: | Lower Township |
| Project Period: | From: 12/6/2019 To: 1/1/2020 |
| Total Grant Award: | \$5,500.00 |

Top of the Page

Powered by IntelliGrants ©

© Copyright 2000-2019 Agate Software, Inc.

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

RESOLUTION #2019-380

Title: APPROVAL OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR THE DISTRICT TO PROVIDE WEB DESIGN, HOSTING AND MAINTENANCE SERVICE TO THE TOWNSHIP OF LOWER

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 in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township currently operates a municipal website located at <http://www.townshipoflower.org> which sets forth various functions and services provided by the Township and which also provides general information to Township residents and visitors alike; and

WHEREAS, the District is the entity which initially created and developed said website for the Township, and the District is also responsible for hosting, updating, and maintaining said website on behalf of the Township, pursuant to a verbal agreement entered into between the parties; and

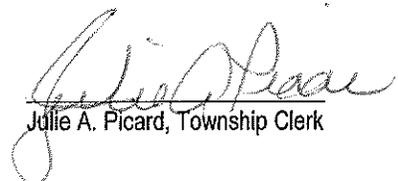
WHEREAS, in an effort to ensure that the expectations of the parties relative to the operation, maintenance, design, and development of said website, and the rights and obligations of the parties are acknowledged and understood, the parties have elected to reduce same in the form of this written Agreement; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, the Township and the District have negotiated an Agreement and deem it necessary and proper to memorialize these terms in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the attached Agreement outlining the rights and responsibilities in order for the District to provide website design, hosting, and maintenance services to the Township of Lower, is hereby approved and the Mayor and Clerk are hereby directed to execute said Agreement.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | X | | X | | | |
| PERRY | | | 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 December 16, 2019.


Julie A. Picard, Township Clerk

SHARED SERVICES AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

DATED

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT FOR THE DISTRICT TO PROVIDE WEBSITE DESIGN, HOSTING, AND
MAINTENANCE SERVICES TO THE TOWNSHIP

A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR THE DISTRICT TO PROVIDE WEBSITE DESIGN, HOSTING, AND MAINTENANCE SERVICES TO THE TOWNSHIP

THIS SHARED SERVICES AGREEMENT is made this ____ day of _____, 2019 by and between the **TOWNSHIP OF LOWER** ("Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **LOWER CAPE MAY REGIONAL SCHOOL DISTRICT** ("District"), a local municipal board of education whose administrative offices are located at 687 Route 9, Cape May, New Jersey 08204, and who may collectively be denominated as the "Parties" in this Agreement, and each may be called, separately, a "Party."

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 in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township currently operates a municipal website located at <http://www.townshipoflower.org> which sets forth various functions and services provided by the Township and which also provides general information to Township residents and visitors alike; and

WHEREAS, the District is the entity which initially created and developed said website for the Township, and the District is also responsible for hosting, updating, and maintaining said website on behalf of the Township, pursuant to a verbal agreement entered into between the parties; and

WHEREAS, in an effort to ensure that the expectations of the parties relative to the operation, maintenance, design, and development of said website, and the rights and obligations of the parties are acknowledged and understood, the parties have elected to reduce same in the form of this written agreement;

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, the Township and the District have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in order for the District to provide website design, hosting, and maintenance services to the Township:

1. **PREAMBLE:** All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

2. **TERM OF THE AGREEMENT:** This Agreement shall take effect January 1, 2020, for a term of one (1) year, through December 31, 2020. This Agreement shall automatically renew for additional terms of one (1) year unless either party provides the other with written notice of intent to terminate this Agreement within thirty (30) days prior to the end of the given term.

3. TOWNSHIP RESPONSIBILITIES:

- A. The Township specifically agrees to grant the District the exclusive right during the term of this Agreement to host, design, and maintain its website located at <http://www.townshipoflower.org>.
- B. The Township will be responsible for uploading relevant content, information, and documentation to said website. The parties acknowledge and agree that the website itself and any and all content uploaded to same is understood to be the exclusive property of the Township.
- C. The Township shall pay the District a one-time fee of **FOUR THOUSAND FIVE HUNDRED (\$4,500.00) DOLLARS** for its initial services associated with creating, developing and building the Township's website. In addition to the aforementioned one-time fee, the Township shall pay the District an annual fee of **ONE THOUSAND (\$1,000.00) DOLLARS** in connection with website security, server hosting, and maintenance. In the event maintenance or enhancement costs will exceed the annual fee set forth herein, the District will advise the Township of said fees and obtain its written consent prior to providing any additional services which are not encompassed within the annual fee set forth herein. The District will provide the requisite voucher to the Township for payment of the fees set forth herein.

4. DISTRICT RESPONSIBILITIES:

- A. The District is granted the exclusive right during the term of this Agreement to host, design, and maintain the Township's website located at <http://www.townshipoflower.org>.
- B. The District shall, on an as needed basis, provide the Township with the following website design and security services:
 - 1) Web Design and related services;
 - 2) Site lock web security;
 - 3) Host the server and satisfy required maintenance fees;
- C. The District represents and warrants to the Township that it has the necessary expertise and trained personnel to provide the specified website services outlined herein. The District will ensure that all services which it provides in connection with this Agreement are supervised and overseen by Ms. Christine Teeneey, Director of Curriculum and Instruction.

5. **TERMINATION:** Notwithstanding the foregoing, this Agreement may be terminated, on one (1) month written notice to the other party, for any reason or no reason, or if a provision of the Agreement is breached by the non-breaching party by notifying the breaching party, in writing, of the grounds associated with the alleged breach. The breaching party shall have fifteen (15) days in which to answer and cure said breach. If the breach is not adequately cured within that time, the non-breaching party shall have the immediate option to declare this Agreement terminated.

6. INSURANCE AND INDEMNIFICATION: The parties represent that each is insured for liability purposes and agree to remain insured so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this agreement) (collectively "claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or District or any employees, agents or officers thereof or acting on that Party's behalf, related to, either directly or indirectly, the performance by such Party contemplated by this Agreement.

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. ADDITIONAL SERVICES: In the event additional services associated with this Agreement are required and/or deemed necessary, which are not specifically set forth within this Agreement, the parties are free to enter into additional written agreements in order to effectuate the intent and purposes of this Agreement, without the need for official authorization from the parties. The parties expressly understand and agree that any fees associated with additional services must be negotiated and agreed upon in advance prior to undertaking said services and prior to requesting payment in connection with same.

8. ASSIGNMENT: The rights and the obligations under this Agreement shall not be assigned by either party without the express written consent of the other.

9. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. 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.

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

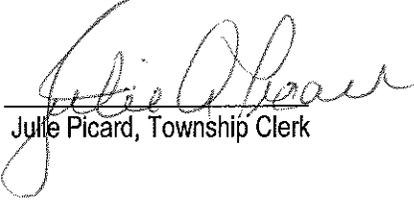
12. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed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

13. 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 resolutions for such purposes.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

ATTEST:


Julie Picard, Township Clerk

TOWNSHIP OF LOWER


Erik Simonsen, Mayor

ATTEST:

THE LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT

Joseph Castelluci, Superintendent

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

RESOLUTION #2019-381

Title: RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

WHEREAS, the Township of Lower (the "Township") operates a Police Department within the Township; and

WHEREAS, the Lower Cape May Regional School District operates secondary schools (collectively, the "Schools") within the Township; and

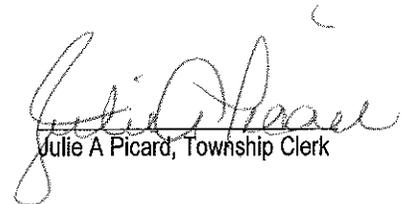
WHEREAS, the Lower Cape May Regional School District and the Township desire to enter an agreement whereby the Township shall make a police officer available to the Board for the purpose of providing security at the School upon the terms and conditions set forth in the attached Interlocal agreement (the "Agreement"); and

WHEREAS, the Agreement is authorized by N.J.S.A. 40:8A-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute an Interlocal Agreement with the Lower Cape May Regional School District, a copy of which is attached hereto as Exhibit A.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | | X | | | |
| PERRY | X | | X | | | |
| ROY | | | X | | | |
| SIPPEL | | X | 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 December 16, 2019


Julie A. Picard, Township Clerk

SHARED SERVICE AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

DATED

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY
REGIONAL SCHOOL DISTRICT FOR THE PLACEMENT OF A SCHOOL RESOURCE OFFICER
WITHIN THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR THE PLACEMENT OF A SCHOOL RESOURCE OFFICER WITHIN THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

THIS SHARED SERVICE AGREEMENT is made this ____ day of _____, 2019 by and between the **TOWNSHIP OF LOWER** (“Township”), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **LOWER CAPE MAY REGIONAL SCHOOL DISTRICT** (“District”), a local municipal board of education whose administrative offices located at 687 Route 9, Cape May, New Jersey 08204, and who may collectively be denominated as the “Parties” in this Agreement, and each may be called, separately, a “Party.”

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 in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township has, over the course of the past several years pursuant to a Shared Service Agreement which expires December 31, 2019, provided the District a School Resource Officer (hereinafter “SRO”), a police officer employed, managed, and overseen by the Lower Township Police Department (hereinafter the “Police Department”) to be located at the Lower Cape May Regional High School, the cost of which has been shared equally (50/50) by and between the Township and the District; and

WHEREAS, the Township and the District are seeking to renew the terms and conditions of the expiring Shared Service Agreement and desire to memorialize in this Shared Service Agreement, the specific terms and conditions of the services to be performed and provided by the School Resource Office; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, the Township and the District have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in connection with the Township providing a school resource officer for the District:

1. **PREAMBLE:** All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

2. TERM OF THE AGREEMENT.

- A. This Agreement shall take effect January 1, 2020, for a term of one (1) year, through December 31, 2020.
- B. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- C. The District and The Township agree that meetings to initiate a successor agreement and modifying, amending, or altering the terms of this agreement shall commence no later than ninety (90) days prior to the expiration of this agreement.
- D. The District and the Township agree that the parties may choose not to enter into a successor agreement if they determine that doing so would not be in their best interest.
- E. Either the District or the Township may choose to cancel this agreement with thirty (30) days written notice.

3. GOALS AND OBJECTIVES. It is understood and agreed that the District and the Township share the following goals and objectives with regard to the SRO Program in the schools:

- A. To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies.
- B. To encourage the SRO to attend extra-curricular activities held at schools, while on duty, such as PTA meetings, athletic events and concerts.
- C. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled dangerous substances, and riots.
- D. To report serious crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at school.
- E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

4. EMPLOYMENT AND ASSIGNMENT OF SRO.

- A. The Township agrees to assign one (1) full-time SRO during the term of this agreement to the District. The SRO shall be an employee of the Township and shall be subject to the administration, supervision and control of the Police Department.
- B. The Township agrees to provide and pay the SRO's salary and employee benefits in accordance with applicable salary schedules and employment practices of the Police Department, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the Police Department.
- C. The District agrees to pay the Township in accordance with the payment schedule outlined below:

DISTRICT School Year Obligation Payment Due:

Year 2020

\$ 45,217.99 due on or before June 30, 2020

\$ 45,217.99 due on or before December 31, 2020

- D. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, assign and discipline the SRO. The District reserves the right to request an alternate SRO from the Police Department in the event the SRO's job performance is contrary to Police Department policies and the Code of Conduct applicable to police employees. The decision to grant or deny this request shall be the responsibility of the Chief of Police, after receiving input from Township's Mayor and/or Manager.

5. BASIC QUALIFICATIONS OF A SCHOOL RESOURCE OFFICER (SRO).

The Police Department represents that the SRO assigned to District shall meet all of the following qualifications:

- A. Shall be a commissioned officer and should have three (3) years of law enforcement experience;

- B. Shall possess a sufficient knowledge of the applicable Federal and State laws, TOWNSHIP and County ordinances, and Board of Education policies and regulations;
- C. Shall be capable of conducting in depth criminal investigations;
- D. Shall possess even temperament and set a good example for students; and
- E. Shall possess communication skills that would enable the officer to function effectively within the school environment.

6. DUTIES OF THE SCHOOL RESOURCE OFFICER. The SRO shall be expected to work a forty-two (42) hour work week; and shall perform such duties as are assigned to him by the Chief of Police in consultation with the District Superintendent. During the time school is in session from September through June, the SRO shall work full time at District, except in the case of an emergency as directed by the Chief of Police. During vacation periods when school is not in session, the SRO shall report to the Chief of Police. In addition to rules and responsibilities listed in the Police Department Rules and Regulations, the following rules and responsibilities shall apply:

- A. To protect lives and property for the citizens and public school students of the Township;
- B. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of District Policies and administrative regulations regarding student conduct;
- C. To investigate criminal activity committed on or adjacent to school property;
- D. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student;
- E. To answer questions that students may have about police enforcement of New Jersey Law and Municipal Laws;
- F. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned; and
- G. To provide periodic traffic control at the school.

7. CHAIN OF COMMAND.

- A. As employees of the Police Department, the SRO shall follow the chain of command set forth in the Police Department Policies and Procedures Manual;
- B. In the performance of their duties, the SRO shall coordinate and communicate with the Superintendent and the Principals or the Principals' designee of each of District's schools;
- C. The District Superintendent shall periodically report to the Chief of Police as to the work efforts of this SRO.

8. TRAINING/BRIEFING.

- A. The SRO shall be required by the Police Department to complete the 40-hour Basic Course for School Resource Officers and School Administrators, as well as attend periodic seminars, recertification and in-service training sessions, as directed by the Chief of Police. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school, and District shall be provided with reasonable advanced notice of such training so it may anticipate the SRO's absence. The Police Department shall provide a replacement police officer if the SRO will be absent due to training.
- B. The SRO must attend periodic briefings and meetings at Police Department. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school, and District shall be provided with reasonable advanced notice of such briefings and meetings so it may anticipate the SRO's absence. The Police Department shall provide a replacement police officer if the SRO will be absent due to briefings and meetings.

9. DRESS CODE. The SRO shall wear the departmental uniform with an option to wear plain and/or tactical clothes in special situations when approved by the Chief of Police.

10. SUPPLIES AND EQUIPMENT. The Police Department will provide all equipment issued to the SRO as agreed to in their collective bargaining agreement between P.B.A. Local #59 and the Township Policies and Procedures.

11. TRANSPORTING STUDENTS.

- A. It is agreed that an SRO shall not transport students in their vehicles except:

1) When the students are a victim of a crime, under arrest, or some other emergency circumstances exist; and

2) When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

B. If circumstances require that the SRO transport a student, to a location other than the police station or other criminal justice facility, the school official must provide a school official or employee of the same gender of the student to be transported, to accompany the officer in the vehicle.

C. The SRO shall notify the school principal before removing a student from campus.

12. MISCELLANEOUS.

A. Representatives:

1) Each Party agrees that, to the fullest extent permitted by Applicable Law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter affecting this Agreement by the signature of one individual acting as such Party's representative. Upon any Party's request made from time to time by notice to another Party, such Party shall within ten days provide the other Party with notice of the name and address of such Party's representative. Each Party agrees that its representative will be reasonably available as needed to enable such Party to perform its obligations under this Agreement and that, to the extent permitted by Applicable Law; such Party's representative will have full power to bind such party as to any matter relating to this Agreement.

2) Nothing in this Section shall be deemed to prevent a Party from replacing such Party's representative from time to time, by written notice to the other Parties.

3) Representatives of the Parties:

- a. The Township designates the following individual as its initial representative for purposes of this Agreement:

Chief William Mastriana
Township of Lower Police Department
405 Breakwater Rd, Cape May, NJ 08204
Cape May, NJ 08204

- b. The District designates the following individual as its initial representative for purposes of this Agreement:

Superintendent
Lower Cape May Regional School District
687 Route 9
Cape May, NJ 08204

13. INSURANCE AND INDEMNIFICATION. The parties represent that each is insured for liability purposes and agree to remain insured by for so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this agreement) (collectively "claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or District or any employees, agents or officers thereof or acting on that Party's behalf, related to, either directly or indirectly, the performance by such Party contemplated by this Agreement.

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.

14. ASSIGNMENT. The rights and the obligations under this Agreement shall not be assigned by either party without the express written consent of the other.

15. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. 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.

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

18. 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 of relinquishment of the same or any other right or power at any other time.

19. 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 resolutions for such purposes.

[SIGNATURES BEGIN ON THE NEXT PAGE]

**LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT**

Date: _____

By: _____
Superintendent

Attest: _____

TOWNSHIP OF LOWER

Date: Dec 16, 2019

By: _____
Erik Simonsen, Mayor

Attest: Julia A. Pearce

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

RESOLUTION # 2019-382

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

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

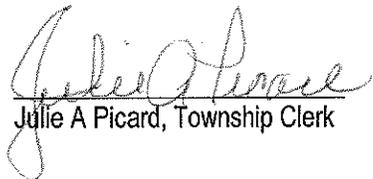
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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 as Reserve 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 payment to Keith Palek in the amount of \$12,217.92 is authorized and chargeable to the Reserve for Accumulated Absences.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

December 6, 2019

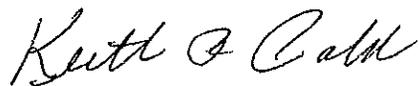
TO: Mr. Jim Ridgway, Township Manager

FROM: Keith Palek

RE: Request to Purchase Sick Time for 457 Contribution

I am requesting the purchase of up to 480 hours of my sick time for the purpose of contributing to my 457 account. The number of hours purchased would be deducted from my terminal leave allotted time (960 hours).

Thank you for your consideration.



Keith Palek

0 *
480 *
25 * 454 =
12,217 * 920 *+

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

RESOLUTION #2019-383

Title: APPROVAL OF CHANGE ORDER #1 TO CAPRI CONSTRUCTION COMPANY TO REMOVE, DISPOSE OF, PREPARE AND INSTALL NEW WETBED IN THE LOWER TOWNSHIP RECREATION CENTER RESTROOMS

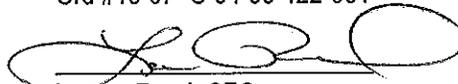
WHEREAS, Capri Construction was awarded on October 7, 2019 by Resolution #2019-299 to Upgrade the Restrooms in the Lower Township Recreation Center; and

WHEREAS, Capri Construction has provided a proposal for an additional expense of \$5,322.49 to include removal, disposal, preparation and installation of a new wetbed; and

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

Appropriation: Ord #18-07 C-04-55-422-661

Signature:

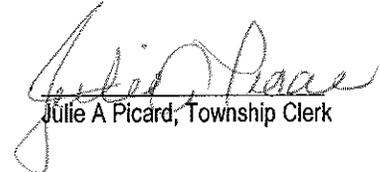


Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the amount of \$5,322.49 for Capri Construction Company is hereby approved and the contract total is now increased to \$84,329.49.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.



Julie A Picard, Township Clerk



Mitchell Plenn
Superintendent of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Via email at recreation@townshipoflower.org

Your Reference
Recreation Center Restrooms
Upgrades, Contract M-14

Our Reference
400651

111 Wood Avenue South
Suite 102
Iselin, NJ 08830

T +1 (201) 499 1199
www.mottmac.com

Change Order No. 1
Recreation Center Restrooms Upgrades
Contract M-14
Township of Lower, Cape May County

December 12, 2019

Dear Mr. Plenn:

Please find enclosed herewith one (1) signed copy of Change Order No. 1 for the above referenced project.

As previously discussed, we are submitting a change order from Capri Construction Co. for additional costs for work that is required to repair unanticipated existing damage encountered during demolition in the existing concrete floor slab. It also includes a credit for work made unnecessary due to this change. We have reviewed Change Order No. 1, discussed with the contractor and the Township, and authorized the contractor to proceed, as the changes were necessary to complete the project work.

This change order includes the following additional work items:

- CO-1.1: Additional costs incurred by the Contractor for the removal and disposal of the existing wetbed under the existing floor tile.
- CO-1.2: Additional costs incurred by the Contractor for preparing and installing the new wetbed, including wire mesh reinforcement.
- CO-1.3: Credit for the elimination of the tile crack isolation joints and membrane work made unnecessary due to this change.
- CO-1.4: Credit for existing slab/wetbed removal work already completed under this contract.

Change Order No. 1 includes a net increase to the contract price of **\$5,322.49**. Upon execution of this change order the revised Contract Price will be \$84,329.49. The Contract Period will remain at two hundred seventy (270) calendar days and the Contract Completion Date will remain at July 6, 2020.



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

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink that reads "Danielle Richter". The signature is written in a cursive, flowing style.

Danielle M. Richter, AIA
Architect
T 201.499.1199
danielle.richter@mottmac.com

Encl.

cc: Jim Ridgway, Manager (via email)
Julie Picard, RMC, Municipal Clerk (via email)
Margaret Vitelli, RPPS, QPA, Purchasing Agent (via email)
Gary Playford, Construction Official (via email)
Robert Fritz, AIA, Sr. Vice President, Mott MacDonald (via email)
Art Capriotti, Capri Construction., Inc. (via email)

PW400651C-Construction\Pay Applications\No. 1M-14-mp11--19 Pay No. 1.docx

AIA[®] Document G701[™] - 2017

Change Order

| | | |
|---|--|---|
| PROJECT: (name and address) Recreation Center Restrooms Upgrades 2600 Bayshore Road #1 Villas, NJ 08251 | CONTRACT INFORMATION: Contract For: \$79,007.00 Date: 10/07/2019 | CHANGE ORDER INFORMATION: Change Order Number: 1 Date: 12/04/2019 |
| OWNER: (name and address) Township of Lower Department of Parks and Recreation Cape May County, New Jersey | ARCHITECT: (name and address) Mott Macdonald 111 Wood Avenue South Iselin, NJ 08830-4112 | CONTRACTOR: (name and address) Capri Construction Company, Inc. 4266 Post Road Vineland, NJ 08360 |

THE CONTRACT IS CHANGED AS FOLLOWS:

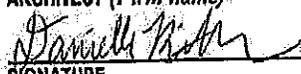
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

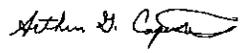
Remove and dispose of existing wetbed. Prepare and install new wetbed, including wire mesh reinforcement. This change also includes a credit for the membrane as well as a credit for slab removal.

| | |
|---|--------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$ 79,007.00 |
| The net change by previously authorized Change Orders | \$ 0.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was | \$ 79,007.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of | \$ 5,322.49 |
| The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be | \$ 84,329.49 |
| The Contract Time will be (increased) (decreased) (unchanged) by | (0) days. |
| The new date of Substantial Completion will be | 07/05/2020 |

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mott MacDonald
 ARCHITECT (Firm name)

 SIGNATURE
 Danielle M. Richter, AIA
 PRINTED NAME AND TITLE
 12/06/2019
 DATE

Capri Construction Company, Inc.
 CONTRACTOR (Firm name)

 SIGNATURE
 Arthur G. Capriotti, President
 PRINTED NAME AND TITLE
 12/04/2019
 DATE

Township of Lower
 OWNER (Firm name)

 SIGNATURE
 Erik Simonson, Mayor
 PRINTED NAME AND TITLE
 12/16/2019
 DATE

**Lower Township Recreation Center Restroom
Upgrades Change Order #1**

| Description | Quantity | Units | \$/Unit | Material Total | Man Hours | Labor/Hour | Labor Total | Total |
|------------------------------|----------|-------|----------|----------------|-----------|------------|-------------|-----------------|
| Demo Wetbed | | | | | 6 | \$94.61 | \$567.66 | \$567.66 |
| Tools (See rental rates) | 1 | # | \$239.00 | \$239.00 | | | \$0.00 | \$239.00 |
| Credit back for slab removal | 18 | sf | \$3.00 | \$54.00 | | | \$0.00 | -\$54.00 |
| CAPRI OVERHEAD | 10.00% | | | | | | | \$75.27 |
| CAPRI PROFIT | 10.00% | | | | | | | \$82.79 |
| BOND | 2.00% | | | | | | | \$18.21 |
| | | | | | | | | \$928.93 |

| | | | | | | | | |
|------------------------|-------|--|--|--|--|--|--|-------------------|
| Subcontractor Labor | | | | | | | | \$2,946.59 |
| Subcontractor Material | | | | | | | | \$309.20 |
| Subcontractor OH&P | | | | | | | | \$651.16 |
| CAPRI OVERHEAD | 5.00% | | | | | | | \$195.35 |
| CAPRI PROFIT | 5.00% | | | | | | | \$205.11 |
| BOND | 2.00% | | | | | | | \$86.15 |
| | | | | | | | | \$4,393.56 |

TOTAL \$5,322.49

Change Order

Fioresi Tile

361 Garrison Rd.
Millville, NJ 08332
Phone 856-362-1617

C.O. # 001

Date: 12-2-2019

Capri Construction
4266 Post Road
Vineland, NJ 08360

Location of Work: Lower TWP Recreation Center

| Description: | Amount |
|---|------------|
| Installation of wet bed with wire mesh - 1 finisher@101.70 & 3 setters@119.23 for 8 hours | \$3,675.12 |
| Materials: (sand, cement, galvanized wire) - \$3.80 per sq. ft. | \$760.00 |
| Fioresi Tile profit (10%) add overhead (10%) | \$887.02 |
| Installation of Mapei Mapeguard - 1 setter@119.23 for 4.5 hours | -\$536.54 |
| Materials: (Mapei Mapeguard ST & 2) -\$1.75 per sq ft | -\$350.00 |
| Fioresi Tile profit (10%) add overhead (10%) | -\$177.31 |
| Installation of Schluter Dilex wall corner edge - 1 setter@119.23 for 1.25 hours | -\$149.04 |
| Materials: (Schluter Dilex EX) -\$1.80 pre lf | -\$64.80 |
| Fioresi Tile profit (10%) add overhead (10%) | -\$42.77 |
| Installation of caulk in wall corners - 1 finisher@101.70 for .75 hours | \$76.28 |
| Materials: (Schluter Dilex BWS) | \$12.00 |
| Fioresi Tile profit (10%) add overhead (10%) | \$17.66 |
| Installation of Schluter Dilex floor edge - 1 setter@119.23 for 1 hour | -\$119.23 |
| Materials: (Schluter Dilex BWS) -\$2.00 per lf | -\$48.00 |
| Fioresi Tile profit (10%) add overhead (10%) | -\$33.45 |

Labor Rates

Fioresi Tile

361 Garrison Rd.
Millville, NJ 08332
Phone 856-362-1617

| Tile Finisher | Amount |
|----------------------|-----------------|
| Base Rate | \$41.15 |
| Fringe Benefits | \$27.63 |
| Payroll Taxes | \$16.46 |
| Insurance Costs | \$16.46 |
| Total | \$101.70 |

| Tile Setter | Amount |
|--------------------|-----------------|
| Base Rate | \$47.79 |
| Fringe Benefits | \$33.20 |
| Payroll Taxes | \$19.12 |
| Insurance Costs | \$19.12 |
| Total | \$119.23 |

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - CAPE MAY

Craft: Tile Worker PREVAILING WAGE RATE

| | 06/03/19 | 12/02/19 |
|-----------------|----------------------------|----------------------------|
| Finisher | W40.81 B27.47 T68.28 | W41.15 B27.63 T68.78 |
| Setter | W47.32 B33.09 T80.41 | W47.79 B33.20 T80.99 |

Craft: Tile Worker APPRENTICE RATE SCHEDULE

| INTERVAL | PERIOD AND RATES | | | | | | | | | |
|-----------------|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 750 Hours | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80% | 90% |
| | | | | | | | | | | |

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Worker COMMENTS/NOTES

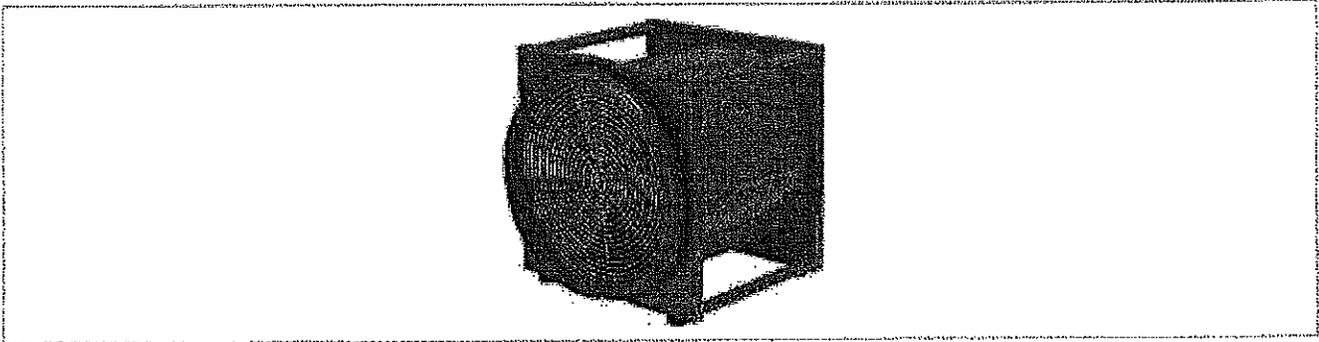
NOTE: These rates also apply to Terrazzo and Marble work.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and the first 10 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays shall be observed the following Monday.



CAT. CLASS CODE: 250-1013

Blower Axial 20" Electric

Pricing

WEB RATE

| | Daily | Weekly | Monthly |
|--|-------|--------|---------|
| | \$65 | \$144 | \$342 |

You are viewing equipment rates for Vineland, NJ 08360

Sign in to view account pricing and jobsites.

Start Date



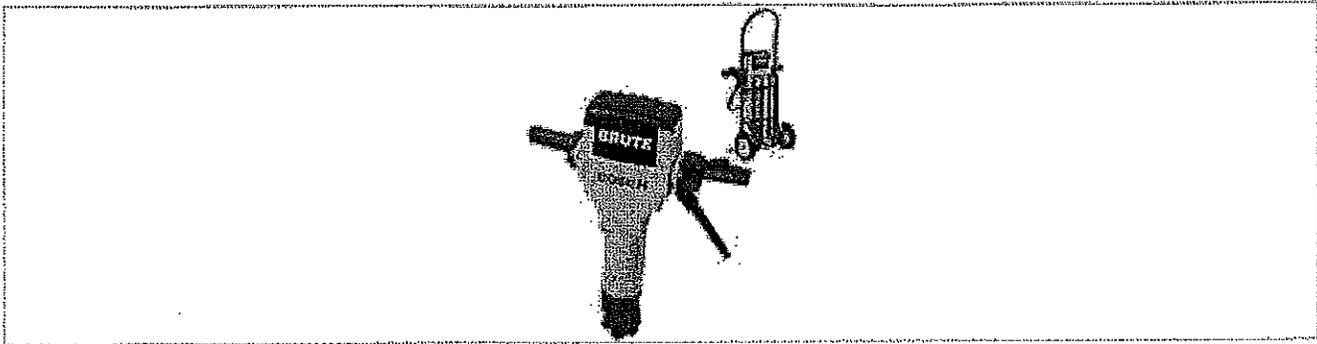
End Date



Quantity

- +

Add to Cart



CAT. CLASS CODE: 190-2200

Demo Hammer, 60 lbs., Electric

Designed for breaking concrete slabs, floors, walls, sidewalks, stones, brickwork, frozen ground, heavy clay and asphalt. These Breakers do not need a compressor. Vibration dampened for easy operation. Direct impact on the tool creates high breaking performance. Quick change tool holder accepts standard 1-1/8" hex x 6" shank.

- High breaking performance
- Quick change tool holder accepts standard 1-1/8" hex
- Vibration dampened controls for easy operation

Pricing

WEB RATE

| | | | |
|-------|----|--------|---------|
| Daily | x2 | Weekly | Monthly |
| \$87 | | \$263 | \$630 |

You are viewing equipment rates for Vineland, NJ 08360

Sign in to view account pricing and jobsites.

Start Date

End Date





GENERAL CONTRACTOR
DESIGN-BUILD CONTRACTOR



Description

Regular

Laborer – Class B

| | |
|--------------------------|----------------|
| Base Rate | \$33.55 |
| Fringe Benefits | \$29.52 |
| Payroll Taxes (25%) | \$15.77 |
| Insurance Costs (25%) | \$15.77 |
| Total Hourly Rate | \$94.61 |

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - CAPE MAY

Craft: Laborer - Building

PREVAILING WAGE RATE

| | 05/01/19 | 05/01/20 |
|--------------------|----------------------------|--------------------------|
| Class A Journeyman | W34.05 B29.52 T63.57 | W0.00 B0.00 T64.87 |
| Class B Journeyman | W33.55 B29.52 T63.07 | W0.00 B0.00 T64.37 |
| Class C Journeyman | W28.52 B29.52 T58.04 | W0.00 B0.00 T59.34 |
| Foreman | W38.31 B29.52 T67.83 | W0.00 B0.00 T69.13 |
| General Foreman | W42.56 B29.52 T72.08 | W0.00 B0.00 T73.38 |

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

| INTERVAL | PERIOD AND RATES | | | | | | | | | |
|----------|------------------|-------|-------|-------|--|--|--|--|--|--|
| | 60% | 70% | 80% | 90% | | | | | | |
| 6 Months | | | | | | | | | | |
| Benefit | 26.27 | 26.27 | 26.27 | 26.27 | | | | | | |

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established



Mitchell Plenn
Superintendent of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Via email at recreation@townshipoflower.org

Your Reference
Recreation Center Restrooms
Upgrades, Contract M-14

Our Reference
400651

111 Wood Avenue South
Suite 102
Iselin, NJ 08830

T +1 (201) 499 1199
www.mottmac.com

Payment Application No. 2
Recreation Center Restrooms Upgrades
Contract M-14
Township of Lower, Cape May County

December 12, 2019

Dear Mr. Plenn:

Please find enclosed herewith one (1) signed copy of Payment Application No. 2 for the above referenced project. The attached indicates the work completed by Capri Construction Co., Inc. for the above referenced project, which is valued at \$79,007.00. Following deduction of 2% retainage, the amount due the contractor at this time for Application No. 2 is **\$19,639.20**. Once approved, please return one (1) copy of the approved Payment Application to our office via email.

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

Very truly yours,

Mott MacDonald, LLC

Danielle M. Richter, AIA
Architect
T 201.499.1199
danielle.richter@mottmac.com

Encl.

cc: Jim Ridgway, Manager (via email)
Julie Picard, RMC, Municipal Clerk (via email)
Margaret Vitelli, RPPS, QPA, Purchasing Agent (via email)
Gary Playford, Construction Official (via email)
Robert Fritz, AIA, Sr. Vice President, Mott MacDonald (via email)
Art Capriotti, Capri Construction., Inc. (via email)

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF PAGES

TO: Township of Lower
2600 Bayshore Road
Villas, NJ 08251

PROJECT: Township of Lower
Recreation Center Restroom Upgrades

APPLICATION NO: 2

PERIOD TO:

CONTRACT DATE:

FROM: Capri Construction Co., Inc.
4266 Post Road
Vineland, NJ 08360

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

| | | |
|--|-------|-----------|
| 1. ORIGINAL CONTRACT SUM | \$ | 79,007.00 |
| 2. Net change by Change Orders | \$ | |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 79,007.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 25,040.00 |
| 5. RETAINAGE: | | |
| a. 2 % of Completed Work (Column D + E on G703) | \$ | 500.80 |
| b. % of Stored Material (Column F on G703) | \$ | - |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 500.80 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 24,539.20 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ \$ | 4,900.00 |
| 8. CURRENT PAYMENT DUE | \$ | 19,639.20 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 54,467.80 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Capri Construction Co., Inc.

By: *[Signature]* Date: 12/15/19

State of: New Jersey 5th District Notary Public: *[Signature]* Commission Expires 12/31/2019

Notary Public: *[Signature]* My Commission expires: *[Signature]*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 19,639.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 12-12-2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | | \$0.00 |

CONTINUATION SHEET

PAGE

PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO.:

2

In tabulations below, amounts are stated to the nearest dollar,

PROJECT: Township of Lower Recreation Center Restroom Upgrades

PERIOD TO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | | H BALANCE TO FINISH (C-G) | I RETAINAGE |
|---------------|-------------------------------|----------------------|--|------------------|---|---|------|------------------------------|----------------|
| | | | D FROM PREVIOUS APPLICATION (D + E) | E THIS PERIOD | | % (G + C) | % | | |
| 1 | General Conditions | \$ 1,000.00 | | \$ 1,000.00 | | \$ 1,000.00 | 100% | \$ - | \$ 20.00 |
| 2 | Insurance/Bond | \$ 5,000.00 | \$ 5,000.00 | | | \$ 5,000.00 | 100% | \$ - | \$ 100.00 |
| 3 | Demolition - Labor | \$ 8,550.00 | | \$ 8,550.00 | | \$ 8,550.00 | 100% | \$ - | \$ 171.00 |
| 4 | Demolition - Material | \$ 240.00 | | \$ 240.00 | | \$ 240.00 | 100% | \$ - | \$ 4.80 |
| 5 | Masonry - Labor | \$ 2,120.00 | | \$ 2,120.00 | | \$ 2,120.00 | 100% | \$ - | \$ 42.40 |
| 6 | Masonry - Material | \$ 480.00 | | \$ 480.00 | | \$ 480.00 | 100% | \$ - | \$ 9.60 |
| 7 | Concrete - Labor | \$ 2,140.00 | | \$ 2,140.00 | | \$ 2,140.00 | 100% | \$ - | \$ 42.80 |
| 8 | Concrete - Material | \$ 510.00 | | \$ 510.00 | | \$ 510.00 | 100% | \$ - | \$ 10.20 |
| 9 | Ceramic Tile - Labor | \$ 9,340.00 | | | | \$ - | 0% | \$ 9,340.00 | \$ - |
| 10 | Ceramic Tile - Material | \$ 6,460.00 | | | | \$ - | 0% | \$ 6,460.00 | \$ - |
| 11 | Toilet Partitions - Labor | \$ 3,160.00 | | | | \$ - | 0% | \$ 3,160.00 | \$ - |
| 12 | Toilet Partitions - Material | \$ 1,580.00 | | | | \$ - | 0% | \$ 1,580.00 | \$ - |
| 13 | Toilet Accessories - Labor | \$ 1,420.00 | | | | \$ - | 0% | \$ 1,420.00 | \$ - |
| 14 | Toilet Accessories - Material | \$ 3,100.00 | | | | \$ - | 0% | \$ 3,100.00 | \$ - |
| 15 | Mechanical - Labor | \$ 4,674.25 | | | | \$ - | 0% | \$ 4,674.25 | \$ - |
| 16 | Mechanical - Material | \$ 2,324.25 | | | | \$ - | 0% | \$ 2,324.25 | \$ - |
| 17 | Plumbing - Labor | \$ 9,324.25 | | \$ 4,000.00 | | \$ 4,000.00 | 43% | \$ 5,324.25 | \$ 800.00 |
| 18 | Plumbing - Material | \$ 3,324.25 | | \$ 1,000.00 | | \$ 1,000.00 | 30% | \$ 2,324.25 | \$ 200.00 |
| 19 | Electrical - Labor | \$ 6,200.00 | | | | \$ - | 0% | \$ 6,200.00 | \$ - |
| 20 | Electrical - Material | \$ 3,320.00 | | | | \$ - | 0% | \$ 3,320.00 | \$ - |
| 21 | Painting - Labor | \$ 2,020.00 | | | | \$ - | 0% | \$ 2,020.00 | \$ - |
| 22 | Painting - Material | \$ 580.00 | | | | \$ - | 0% | \$ 580.00 | \$ - |
| 23 | Acoustical Ceiling - Labor | \$ 1,028.00 | | | | \$ - | 0% | \$ 1,028.00 | \$ - |
| 24 | Acoustical Ceiling - Material | \$ 1,112.00 | | | | \$ - | 0% | \$ 1,112.00 | \$ - |
| 25 | | | | | | \$ - | #### | \$ - | \$ - |
| 26 | | | | | | \$ - | #### | \$ - | \$ - |
| 27 | | | | | | \$ - | #### | \$ - | \$ - |
| 28 | | | | | | \$ - | #### | \$ - | \$ - |
| 29 | | | | | | \$ - | #### | \$ - | \$ - |
| 30 | | | | | | \$ - | #### | \$ - | \$ - |
| 31 | | | | | | \$ - | #### | \$ - | \$ - |
| 32 | | | | | | \$ - | #### | \$ - | \$ - |
| 33 | | | | | | \$ - | #### | \$ - | \$ - |
| 34 | | | | | | \$ - | #### | \$ - | \$ - |
| SUBTOTALS | | \$ 79,007.00 | \$ 5,000.00 | \$ 20,040.00 | \$ - | \$ 25,040.00 | 32% | \$ 53,967.00 | \$ 560.80 |

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

PAGE

PAGES

APPLICATION NO.:

2

PROJECT: Township of Lower
Recreation Center Restroom Upgrades

PERIOD TO:

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | | H BALANCE TO FINISH (C - G) | I RETAINAGE |
|------------------|--------------------------|-------------------------|--|------------------|---|---|-------|--------------------------------------|----------------|
| | | | D FROM PREVIOUS APPLICATION (D + E) | E THIS PERIOD | | % (G + C) | % | | |
| 35 | | | | \$ - | | \$ - | ##### | \$ - | \$ - |
| 36 | | | | | | \$ - | ##### | \$ - | \$ - |
| 37 | | | | | | \$ - | ##### | \$ - | \$ - |
| 38 | | | | | | \$ - | ##### | \$ - | \$ - |
| 39 | | | | | | \$ - | ##### | \$ - | \$ - |
| 40 | | | | | | \$ - | ##### | \$ - | \$ - |
| 41 | | | | | | \$ - | ##### | \$ - | \$ - |
| 42 | | | | | | \$ - | ##### | \$ - | \$ - |
| 43 | | | | | | \$ - | ##### | \$ - | \$ - |
| 44 | | | | | | \$ - | ##### | \$ - | \$ - |
| 45 | | | | | | \$ - | ##### | \$ - | \$ - |
| 46 | | | | | | \$ - | ##### | \$ - | \$ - |
| 47 | | | | | | \$ - | ##### | \$ - | \$ - |
| 48 | | | | | | \$ - | ##### | \$ - | \$ - |
| 49 | | | | | | \$ - | ##### | \$ - | \$ - |
| 50 | | | | | | \$ - | ##### | \$ - | \$ - |
| 51 | | | | | | \$ - | ##### | \$ - | \$ - |
| 52 | | | | | | \$ - | ##### | \$ - | \$ - |
| 53 | | | | | | \$ - | ##### | \$ - | \$ - |
| 54 | | | | | | \$ - | ##### | \$ - | \$ - |
| 55 | | | | | | \$ - | ##### | \$ - | \$ - |
| 56 | | | | | | \$ - | ##### | \$ - | \$ - |
| 57 | | | | | | \$ - | ##### | \$ - | \$ - |
| SUBTOTALS | | \$ - | \$ - | \$ - | \$ - | \$ - | ##### | \$ - | \$ - |
| GRAND TOTALS | | \$ 79,007.00 | \$ 5,000.00 | \$ 20,040.00 | \$ - | \$ 25,040.00 | 32% | \$ 53,967.00 | \$ -580.80 |

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

RESOLUTION #2019-384

Title: **A RESOLUTION APPROVING THE ACCEPTANCE OF AND PARTICIPATION IN THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE (EMAA) SUBAWARD #FY19-EMPG-EMAA-0505**

WHEREAS, the Township of Lower office of Emergency Management has applied for and been awarded a State Homeland Security Grant Program Sub-grant **CFDA #97.042**, Subaward **#FY19-EMPG-EMAA-0505** from New Jersey State Police Office of Emergency Management. The Subaward, consisting of a total amount of \$10,000.00 for the purpose of enhancing Lower Township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Township of Lower, as the sub-recipient, by virtue of this Resolution, is authorizing the acceptance of the award; and

WHEREAS, the Subaward period is effective from July 1, 2019 through June 30, 2020; and

WHEREAS, the Township of Lower certifies that the funds will be used for Emergency Management purposes; and

WHEREAS, the Township of Lower further certifies that use of specific grant money is for the specific purpose as set forth in the application and the Emergency Management Performance Grant Award Conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that State Homeland Security Grant Program Sub-grant **CFDA #97.042**, Subaward **#FY19-EMPG-EMAA-0505** from New Jersey State Police Office of Emergency Management is hereby approved.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019


Julie A Picard, Township Clerk

CERTIFICATION

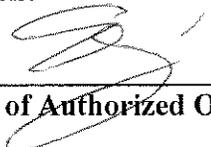
I certify that the programs proposed in my application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, FY17 EMPG Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that I will comply with the provisions of the federal grant program, these conditions, and all other applicable federal and state laws, regulations, and guidelines.

Lower Township OEM

FY-19-EMPG-EMAA-0505

Subrecipient

Subaward #


Signature of Authorized Official

Mayor

Title

Erik Simonsen

12/17/19

Printed Name of Authorized Official

Date

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

| | |
|---|--|
| FY AND GRANT NAME FY19 EMPG PROJECT TITLE Emergency Management Agency Assistance (EMAA) | SUBAWARD AMOUNT Federal \$ 10,000.00 Match Total \$ 10,000.00 Subrecipient Indirect Cost Rate (ICR) N/A |
| SUBRECIPIENT Lower Township Office of Emergency Management DUNS NO. 004227872 | CFDA NO. 97.042 CFDA AMOUNT \$ 350,100,000.00 |
| FEDERAL AWARD IDENTIFICATION NO. EMN-2019-EP-00003 FEDERAL AWARDDING AGENCY FEMA | FEDERAL AWARD DATE 10/1/2019 FEDERAL AWARD AMOUNT \$ 8,281,372.00 L&PS ICR N/A |
| STATE ACCOUNT NO. 17-100-066-1200-726 | DATE OF AWARD 10/1/2019 |

In accordance with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. An in-kind match will be provided to compensate OEM Staff to complete the tasks listed on the FY19 work plan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

Signature of Authorizing Official

Erik Simonsen, Mayor

Typed Name of Official and Title

12/17/2019

Date

Subaward Number: FY19-EMPG-EMAA-0505

Subaward Period: 7/1/19-6/30/20

Subrecipient Fiscal Year Start Date: 01/01

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Attorney General or Designee

Date

Division Contact

Name: SFC Deborah Coutts

Title: EMAA Grant Manager

Email: lpp6309@gw.njsp.org

Phone Number: (609) 963-6996

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

RESOLUTION #2019-385

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

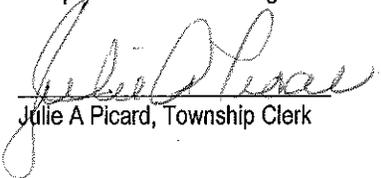
WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at www.govdeals.com; 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; and sell the surplus property as indicated on Schedule A on an online auction website.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

| Gov Deals 2019-385 | 12/13/2019 | |
|---|-------------------|----------------|
| Description | location | Fixed assest # |
| 1998 FORD RANGER / Vin# 1FTYR14C3WTA62406 | DPW YARD | N/A |
| VARIOUS BIKES | PD | N/A |
| SKATEBOARD | PD | N/A |
| CAR JACK | PD | N/A |
| AMERICAN FLAG | PD | N/A |
| CHAIN SAW | PD | N/A |
| 2/ METAL LADDERS | PD | N/A |
| COOPER PIPE | PD | N/A |

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

RESOLUTION # 2019-386

Title: **AUTHORIZING COMPETITIVE CONTRACTING FOR ON-SITE SUBCODE OFFICIAL INSPECTIONS COMPANY FOR THE TOWNSHIP OF LOWER**

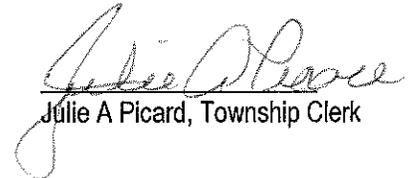
WHEREAS, PL 1999 c440 amended the Local Public Contract Law creating the category of contracting called Competitive Contracting; and N.J.S.A. 40A:11-4.3(a) requires that in order to initiate competitive contracting, the governing body shall pass a resolution authorizing the use of competitive contracting each time specialized goods or services enumerated in 40A-4.1 are desired to be contracted; and

WHEREAS, 40A: 11 -4.3(a) requires that the competitive contracting process shall be administered by the purchasing agent qualified pursuant to 40A: 11-9, or by legal counsel of the contracting unit, or by an administrator of the contracting unit;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Purchasing Agent is hereby authorized to initiate competitive contracting for On-Site Subcode Official Inspections Company for the Township of Lower.

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| PERRY | X | | X | | | |
| ROY | | | 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 December 16, 2019.


Julie A Picard, Township Clerk

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

RESOLUTION #2019-387

Title: APPROVAL OF CHANGE ORDER #4 (FINAL) TO AGATE CONSTRUCTION COMPANY FOR THE ROSEANN AVENUE ROADWAY AND UTILITY IMPROVEMENTS PROJECT; AUTHORIZING ADDITIONAL COSTS DURING BYPASS OPERATIONS; TO REFLECT AS-BUILT QUANTITIES; AND TO REFLECT AN EXTENTION TO THE CONTRACT PERIOD RESULTING IN A NET REDUCTION

WHEREAS, Agate Construction Company, Inc. was awarded the bid for the Roseann Avenue Roadway and Utility Improvements Project on May 7, 2018 by Resolution #2018-162, in the amount of \$7,026,450.00; and on May 6, 2019 Change Order #1 was approved by Resolution #2019-166 for \$30,000.00; and on June 3, 2019 Change Order # 2 was approved by Resolution #2019-202 for \$80,353.52; and on October 7, Change Order #3 was approved by Resolution #2019-300 bringing the total project cost to \$7,168,785.51; and

WHEREAS, Agate Construction Company, Inc. has provided a final breakdown showing additional costs for the unforeseen miscellaneous debris during the bypass operation in a lump sum amount of \$73,530.79 and a deduction for the credit of as-built quantities attached hereto as an Exhibit making this Change Order #4 in the amount of a net decrease of \$556,015.53; and

WHEREAS, the Township Council desires to approve the above change order and the CFO has certified the availability of funds as evidenced by her signature below:

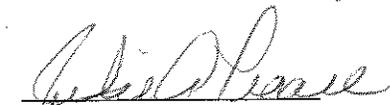
Appropriation: C-04-55-421-100
C-04-55-417-100

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 Change Order #4 attached hereto in the amount of (\$556,015.53) for Agate Construction Company, Inc. is hereby approved and the contract total is now \$6,612,769.98.

| | 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 December 16, 2019.


Julie A Picard, Township Clerk



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

Via email at gdouglass@townshipoflower.org

Your Reference
Roseann Avenue Roadway
and Utility Improvements,
Contract M-10 Rebid

Our Reference
364711

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

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

Change Order No. 4
Roseann Avenue Roadway and Utility Improvements
Contract M-10 Rebid
Township of Lower, Cape May County

December 13, 2019

Dear Mr. Douglass:

Please find enclosed herewith three (3) signed copies of Change Order No. 4 for the above referenced project.

As previously discussed, we are submitting a final change order (attached herewith for reference) for the project which includes the following:

CO-4.1: Additional costs incurred by the Contractor to handle unforeseen miscellaneous debris within the existing stormwater system during bypass operations.

CO-4.2: To reflect as-built quantities (Items 1-46).

This change order results in a net reduction to the Contract Price of \$556,015.53 and an extension to the contract period of one hundred seventy-five (175) calendar days. Upon execution of this change order the revised (**Final**) Contract Price will be \$6,612,769.98, the revised Contract Period will be five hundred fifty-one (551) calendar days and the revised Contract Completion Date will be December 13, 2019.

Once signatures have been obtained please return two (2) copies of Change Order No. 4 to our office.



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

Very truly yours,

Mott MacDonald, LLC

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

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

Encl.

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

PW\364711\Construction\Change Orders\No. 4M-10-gd1213.19 Change Order No. 4.docx

CONTRACT CHANGE ORDER

| | |
|---|-------------------------|
| CHANGE ORDER NO.: 4 | DATE: December 13, 2019 |
| Project Description Roseann Avenue Roadway and Utility Improvements Contract No. M-10 (Re-Bid) Township of Lower, Cape May County | |

| REASON FOR CHANGE ORDER: See Below. | | | | | |
|--|--|-------------|-------------|--------------|-----------------------|
| Item No. | Description | Quantity | Unit Price | Additions | Deductions |
| CO-4.1 | Additional costs to handle unforeseen miscellaneous debris during bypass pumping operations. See attached. | 1 | Lump Sum | \$73,530.79 | |
| CO-4.2 | To reflect as-built quantities (Items 1-46). See attached "Quantity Additions and Deletion." | See Attach. | See Attach. | \$57,518.60 | (\$687,064.92) |
| Sub-Total: | | | | \$131,049.39 | (\$687,064.92) |
| Total Change Order No. 4 Value: | | | | | (\$556,015.53) |

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

ACCEPTED:


 Agate Construction Co., Inc. 12/13/19
 Date

ORIGINAL CONTRACT BID PRICE:

\$7,026,450.00

ORIGINAL CONTRACT PERIOD:

360 Calendar Days

ORIGINAL CONTRACT COMPLETION DATE:

June 5, 2019

APPROVAL RECOMMENDED:


 Mott MacDonald 12/13/19
 Date

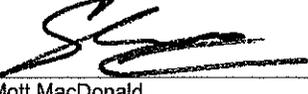
CHANGE ORDER:

NO. 1: +6 Calendar Days & \$30,000.00

NO. 2: +10 Calendar Days & \$80,353.52

NO. 3: \$31,981.99

NO. 4: +175 Calendar Days & (\$556,015.53)


 Mott MacDonald 12/13/19
 Date

REVISED CONTRACT PRICE AND COMPLETION DATE INCLUDING CHANGE ORDER NOS. 1-4

\$6,612,769.98

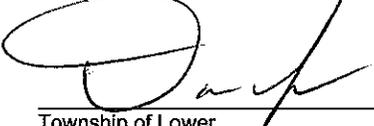
REVISED CONTRACT PERIOD:

551 Calendar Days

REVISED CONTRACT COMPLETION DATE:

December 13, 2019

APPROVED:


 Township of Lower 12/13/19
 Date

CO-4.1 - Additional costs to handle unforeseen miscellaneous debris during bypass pumping operations.

18396 Roseann Ave CN#01 Storm Water Debris
 LABOR - All wages per contract prevailing wage rates

| Date | Foreman Hours | Rate | Operator Hours | Rate | Laborer Hours | Rate | Cat 416D | Rate | Cost | Notes |
|------------|---------------|----------|----------------|-----------|---------------|----------|----------|----------|-------------|---|
| 10/12/2018 | 8 | \$ 69.78 | 9 | \$ 113.86 | 8 | \$ 67.23 | 9 | \$ 44.19 | \$ 2,518.53 | Clogged Pump Flooding Event |
| 11/9/2018 | 4 | \$ 89.91 | 4 | \$ 81.12 | 0 | | 4 | \$ 44.19 | \$ 860.86 | Clearing Pumps of Debris |
| 11/12/2018 | 3 | \$ 69.78 | 3 | \$ 87.97 | 0 | | 3 | \$ 44.19 | \$ 605.82 | Clearing Pumps of Debris |
| 11/15/2018 | 5 | \$ 90.28 | 5 | \$ 113.86 | 5 | \$ 87.58 | 5 | \$ 44.19 | \$ 1,679.53 | Clearing Pumps of Debris |
| 11/24/2018 | 10.5 | \$ 91.41 | 10.5 | \$ 113.86 | 21 | \$ 92.43 | 10.5 | \$ 44.19 | \$ 4,560.21 | Clogged Pump Flooding Event |
| 11/26/2018 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$ 44.19 | \$ 786.96 | Clearing Pumps of Debris |
| 11/27/2018 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$ 44.19 | \$ 786.96 | Clearing Pumps of Debris |
| 11/28/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Clearing Pumps of Debris |
| 11/29/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Clearing Pumps of Debris |
| 11/30/2018 | 10 | \$ 91.41 | 10 | \$ 113.86 | 20 | \$ 92.43 | 10 | \$ 44.19 | \$ 4,343.20 | Reconfigured Pump Pit with Multiple Screens |
| 12/1/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/3/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/4/2018 | 2 | \$ 69.78 | 4 | \$ 81.12 | 4 | \$ 67.23 | 4 | \$ 44.19 | \$ 909.72 | Bypass Screen Cleaning |
| 12/5/2018 | 1 | \$ 69.78 | 0 | \$ 81.12 | 3 | \$ 67.23 | 0 | \$ 44.19 | \$ 271.47 | Bypass Screen Cleaning |
| 12/8/2018 | 0 | \$ 69.78 | 0 | \$ 81.12 | 4 | \$ 67.23 | 0 | \$ 44.19 | \$ 268.92 | Bypass Screen Cleaning |
| 12/10/2018 | 2 | \$ 69.78 | 0 | \$ 81.12 | 4 | \$ 67.23 | 0 | \$ 44.19 | \$ 408.48 | Bypass Screen Cleaning |
| 12/13/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/14/2018 | 4 | \$ 69.78 | 4 | \$ 81.12 | 4 | \$ 67.23 | 4 | \$ 44.19 | \$ 1,049.28 | Bypass Screen Cleaning |
| 12/15/2018 | 5 | \$ 69.78 | 5 | \$ 81.12 | 5 | \$ 67.23 | 5 | \$ 44.19 | \$ 1,311.60 | Bypass Screen Cleaning |
| 12/16/2018 | 0 | \$ 69.78 | 7 | \$ 81.12 | 0 | \$ 67.23 | 7 | \$ 44.19 | \$ 877.17 | Bypass Screen Cleaning |
| 12/17/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/18/2018 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 12/19/2018 | 0 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 134.46 | Bypass Screen Cleaning |
| 12/20/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/24/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/26/2018 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 12/27/2018 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$ 44.19 | \$ 786.96 | Bypass Screen Cleaning |
| 12/28/2018 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$ 44.19 | \$ 786.96 | Bypass Screen Cleaning |
| 12/29/2018 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 12/31/2018 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 1/2/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 1/3/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$ 44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 1/4/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$ 44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 1/7/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 204.24 | Bypass Screen Cleaning |
| 1/8/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 204.24 | Bypass Screen Cleaning |
| 1/9/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 1/10/2019 | 4 | \$ 69.78 | 4 | \$ 81.12 | 4 | \$ 67.23 | 4 | \$ 44.19 | \$ 1,049.28 | Bypass Screen Cleaning |
| 1/11/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 274.02 | Bypass Screen Cleaning |
| 1/14/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 1/15/2019 | 0 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 385.08 | Bypass Screen Cleaning |
| 1/16/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 1/17/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 204.24 | Bypass Screen Cleaning |
| 1/18/2019 | 1 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 454.86 | Bypass Screen Cleaning |
| 1/20/2019 | 4 | \$ 69.78 | 0 | \$ 81.12 | 0 | \$ 67.23 | 0 | \$ 44.19 | \$ 279.12 | Bypass Screen Cleaning |
| 1/21/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$ 44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 1/22/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 1/23/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$ 44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 1/24/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 1/25/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 1/28/2019 | 0 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 385.08 | Bypass Screen Cleaning |
| 2/1/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/4/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 2/5/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/6/2019 | 0 | \$ 69.78 | 1 | \$ 81.12 | 2 | \$ 67.23 | 1 | \$ 44.19 | \$ 259.77 | Bypass Screen Cleaning |
| 2/7/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/8/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/11/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 2/12/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/13/2019 | 0 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 385.08 | Bypass Screen Cleaning |
| 2/14/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/15/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 2/18/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 2/19/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/20/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 0 | \$ 67.23 | 2 | \$ 44.19 | \$ 390.18 | Bypass Screen Cleaning |
| 2/21/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 274.02 | Bypass Screen Cleaning |
| 2/22/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 2/25/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 2/26/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/27/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 2/28/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/1/2019 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$ 44.19 | \$ 786.96 | Bypass Screen Cleaning |
| 3/3/2019 | 6 | \$ 69.78 | 9 | \$ 81.12 | 10 | \$ 67.23 | 9 | \$ 44.19 | \$ 2,218.77 | Pump Clogged, Flooding Averted |
| 3/4/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 3/5/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$ 44.19 | \$ 274.02 | Bypass Screen Cleaning |
| 3/6/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$ 44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 3/7/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$ 44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 3/8/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$ 44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/11/2019 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$ 44.19 | \$ 786.96 | Bypass Screen Cleaning |

| | | | | | | | | | | |
|----------------|-------|----------|---|-----------|---|----------|---|---------|-------------|---|
| 3/12/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 3/13/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/14/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 3/15/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/18/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/19/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/20/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 3/21/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 3/22/2019 | 3 | \$ 69.78 | 3 | \$ 81.12 | 3 | \$ 67.23 | 3 | \$44.19 | \$ 786.96 | Bypass Screen Cleaning |
| 3/25/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/26/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 3/27/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 3/28/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 3/29/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 4/1/2019 | 3 | \$ 69.78 | 6 | \$ 81.12 | 3 | \$ 67.23 | 6 | \$44.19 | \$ 1,162.89 | Pump Clogged |
| 4/2/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 4/3/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 204.24 | Bypass Screen Cleaning |
| 4/4/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 4/5/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 4/8/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 4/9/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 4/10/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 4/11/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 204.24 | Bypass Screen Cleaning |
| 4/12/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 4/15/2019 | 3 | \$ 69.78 | 3 | \$ 81.12 | 6 | \$ 67.23 | 3 | \$44.19 | \$ 988.65 | Excessive Debris Cleanout |
| 4/16/2019 | 1 | \$ 69.78 | 0 | \$ 81.12 | 1 | \$ 67.23 | 0 | \$44.19 | \$ 137.01 | Bypass Screen Cleaning |
| 4/17/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 4/18/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 4/19/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 1 | \$ 67.23 | 1 | \$44.19 | \$ 262.32 | Bypass Screen Cleaning |
| 4/22/2019 | 2 | \$ 69.78 | 2 | \$ 81.12 | 2 | \$ 67.23 | 2 | \$44.19 | \$ 524.64 | Bypass Screen Cleaning |
| 4/23/2019 | 0 | \$ 69.78 | 0 | \$ 81.12 | 0 | \$ 67.23 | 0 | \$44.19 | \$ - | Permanent Screen Installed in Grit Chamber 2 (Change Order) |
| 4/25/2019 | 1 | \$ 69.78 | 1 | \$ 81.12 | 2 | \$ 67.23 | 1 | \$44.19 | \$ 329.55 | GC2 Screen Cleaning |
| 4/26/2019 | 4 | \$ 91.41 | 4 | \$ 113.86 | 8 | \$ 87.58 | 4 | \$44.19 | \$ 1,698.48 | Pump Clogged, Plastic Toy & Debris |
| 5/3/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 5/11/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 5/20/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 5/24/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 5/27/2019 | 4 | \$ 69.78 | 0 | \$ 81.12 | 0 | \$ 67.23 | 0 | \$44.19 | \$ 279.12 | Pump Clog During Rain Event, Pump Broken |
| 5/28/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 5/29/2019 | 8 | \$ 69.78 | 8 | \$ 81.12 | 8 | \$ 67.23 | 0 | \$44.19 | \$ 1,745.04 | Changed Broken Pump with Crane |
| 6/3/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 6/11/2019 | 2 | \$ 69.78 | 0 | \$ 81.12 | 2 | \$ 67.23 | 0 | \$44.19 | \$ 274.02 | GC2 Screen Cleaning |
| 6/13/2019 | 0 | \$ 69.78 | 0 | \$ 81.12 | 0 | \$ 67.23 | 0 | \$44.19 | \$ - | Gravity Flow Through Pump Station, Pumps Out of Service |
| Foreman Hours: | 243.5 | | | | | | | | | |
| | | | | | | | | | Total: | \$ 66,846.17 |

Additional Costs \$ 66,846.17
10% Overhead \$ 6,684.62
Total \$ 73,530.79

CONTRACT M-10 (REBID)
QUANTITY ADDITIONS AND DELETIONS
 (Attachment to Change Order No. 4 - CO-4.2)

ADDITIONS IN WORK

| Item | Description | Est. Contract | | Quantity | Quantity | Unit Price | Amount |
|------|--|---------------|------|-----------|----------|-------------|--------------|
| | | Quantity | Unit | Completed | Added | | |
| 7 | Excavation, Unclassified | 2,520 | CY | 2,951.04 | 431.04 | \$ 32.50 | \$ 14,008.80 |
| 25 | Inlet, Type "E" | 7 | UNIT | 8.00 | 1.00 | \$ 7,300.00 | \$ 7,300.00 |
| 26 | Reset Inlet or Manhole Casting | 4 | UNIT | 5.00 | 1.00 | \$ 637.00 | \$ 637.00 |
| 30 | Conc. Driveway Apron, 6" Thick, Reinforced | 800 | SY | 998.93 | 198.93 | \$ 120.00 | \$ 23,871.60 |
| 36 | Regulatory Signs | 25 | SF | 116.75 | 91.75 | \$ 30.00 | \$ 2,752.50 |
| 37 | Topsoiling, 4" Thick | 1,600 | SY | 2,102.15 | 502.15 | \$ 12.00 | \$ 6,025.80 |
| 38 | Sodding | 1,600 | SY | 2,087.15 | 487.15 | \$ 6.00 | \$ 2,922.90 |

Total Addition \$ 57,518.60

REDUCTIONS IN WORK

| Item | Description | Est. Contract | | Quantity | Quantity | Unit Price | Amount |
|------|--|---------------|--------|------------|------------|-------------|---------------|
| | | Quantity | Unit | Completed | Reduced | | |
| 4 | Fuel Price Adjustment Allowance | 10,000 | Dollar | 2,449.07 | 7,550.93 | \$ 1.00 | \$ 7,550.93 |
| 5 | Asphalt Price Adjustment Allowance | 10,000 | Dollar | 7,442.09 | 2,557.91 | \$ 1.00 | \$ 2,557.91 |
| 6 | Excavation, Test Pit, I&W | 20 | UNIT | 17.00 | 3.00 | \$ 2,000.00 | \$ 6,000.00 |
| 8 | NJDOT 57 Stone, I&W | 200 | CY | 4.75 | 195.25 | \$ 140.00 | \$ 27,335.00 |
| 9 | Type "G" Fill, Var. Thk., I&W | 400 | CY | 0.00 | 400.00 | \$ 105.00 | \$ 42,000.00 |
| 10 | SABC, Type I-5, Var. Thk., I&W | 50 | CY | 0.00 | 50.00 | \$ 65.00 | \$ 3,250.00 |
| 11 | DGA Base Course, 6" Thick | 6,400 | SY | 6,378.00 | 22.00 | \$ 11.60 | \$ 255.20 |
| 12 | Roadway Stab. Non-Woven Geotextile | 6,400 | SY | 6,378.00 | 22.00 | \$ 3.00 | \$ 66.00 |
| 13 | HMA 19M64 Base Course, 3" Thick | 1,350 | TON | 1,158.06 | 191.94 | \$ 80.00 | \$ 15,355.20 |
| 14 | HMA 9.5M64 Surface Course, 2" Thick | 950 | TON | 802.21 | 147.79 | \$ 95.00 | \$ 14,040.05 |
| 15 | Underdrain | 3,200 | LF | 3,186.00 | 14.00 | \$ 28.35 | \$ 396.90 |
| 16 | 12" Ø Ductile Iron Pipe, Class 56 | 40 | LF | 27.00 | 13.00 | \$ 216.00 | \$ 2,808.00 |
| 17 | 16" & 18" Ø Ductile Iron Pipe, Class 56 | 40 | LF | 20.00 | 20.00 | \$ 249.00 | \$ 4,980.00 |
| 18 | 24" Ø Ductile Iron Pipe, Class 56 | 30 | LF | 24.00 | 6.00 | \$ 283.00 | \$ 1,698.00 |
| 19 | 15" & 18" Ø Corrugated Steel Pipe | 140 | LF | 120.00 | 20.00 | \$ 252.00 | \$ 5,040.00 |
| 20 | 24" Ø Corrugated Steel Pipe | 50 | LF | 47.25 | 2.75 | \$ 290.00 | \$ 797.50 |
| 21 | 30" Ø Corrugated Steel Pipe | 80 | LF | 33.50 | 46.50 | \$ 376.00 | \$ 17,484.00 |
| 22 | 66" x 51" Corrugated Steel Arch Pipe | 1,770 | LF | 1,756.00 | 14.00 | \$ 615.00 | \$ 8,610.00 |
| 27 | Reset Utility Box or Valve Box | 20 | UNIT | 10.00 | 10.00 | \$ 112.00 | \$ 1,120.00 |
| 28 | Concrete Gutter, 6" Thick | 560 | SY | 546.41 | 13.59 | \$ 116.00 | \$ 1,576.44 |
| 29 | Concrete Sidewalk, 4" Thick | 1,500 | SY | 1,481.82 | 18.18 | \$ 60.50 | \$ 1,099.89 |
| 32 | 8" x 16" Concrete Vertical Curb | 3,800 | LF | 3,744.00 | 56.00 | \$ 21.50 | \$ 1,204.00 |
| 33 | Traffic Stripes, LL Epoxy Resin, 4" Wide | 300 | LF | 0.00 | 300.00 | \$ 3.80 | \$ 1,140.00 |
| 34 | Temp. Latex Safety Stripe, 6" Wide, I&W | 3,800 | LF | 0.00 | 3,800.00 | \$ 0.30 | \$ 1,140.00 |
| 35 | Traffic Markings, Thermoplastic | 800 | SF | 691.00 | 109.00 | \$ 3.10 | \$ 337.90 |
| 39 | Landscaping Stone - Truck Measure, I&W | 25 | TON | 0.00 | 25.00 | \$ 100.00 | \$ 2,500.00 |
| 40 | Catch Basin Filter | 20 | UNIT | 15.00 | 5.00 | \$ 1,225.00 | \$ 6,125.00 |
| 43 | Project Allowance | 25,000 | Dollar | 7,286.00 | 17,714.00 | \$ 1.00 | \$ 17,714.00 |
| 44 | Allowance for Traffic Directors, Police | 15,000 | Dollar | 0.00 | 15,000.00 | \$ 1.00 | \$ 15,000.00 |
| 45 | Allowance for Utility Work | 120,000 | Dollar | 92,117.00 | 27,883.00 | \$ 1.00 | \$ 27,883.00 |
| 46 | Allowance for LTMUA Tipping Fees | 900,000 | Dollar | 450,000.00 | 450,000.00 | \$ 1.00 | \$ 450,000.00 |

Total Reduction \$ 687,064.92

| | |
|------------------------------------|------------------------|
| Extra Work (+) | \$ 57,518.60 |
| Reduction in Work (-) | \$ 687,064.92 |
| Net Change in Work (CO-4.2) | \$ (629,546.32) |

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

RESOLUTION # 2019-388

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 or 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. **Contract Negotiations/Possible Litigation Attorney/Client Privilege**

_____ (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 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.

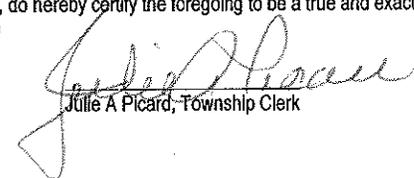
_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on December 16, 2019 that an Executive Session closed to the public shall be held on this date at approximately 7:39 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 December 16, 2019


Julie A. Picard, Township Clerk