

Signed Resolutions - February 17, 2016

- Res. #2016-61 Payment of Vouchers \$356,393.19
- Res. #2016-62 Resolution Authorizing a Request for funds from the Lower Township Municipal Utilities Authority (\$205,000)
- Res. #2016-63 Issuance of 2016 Limousine, Taxi and Operator Licenses (Ocean Cab Service, Cape May Limousine & Shore Limousine)
- Res. #2016-64 Approval of 2016 Rotary Towing Licenses (Off Shore Getty & Cape Harbor Auto Repair)
- Res. #2016-65 Authorizing Payment of 2016 County Taxes (first and second quarters)
- Res. #2016-66 TABLED
- Res. #2016-67 Resolution to Accept Wissahickon Avenue between Seventh Avenue and the Cape May Canal as Suitably Improved for Development (allowing an additional dwelling)
- Res. #2016-68 Resolution of the Township of Lower Consenting to the Issuance by the Township of Lower Municipal Utilities Authority of Revenue Bonds (Junior Lien) to the United States of America, acting through the Rural Utilities Service, Department of Agriculture, and to the Issuance of a Project Note in Anticipation of the Issuance of Such Revenue Bonds, for the Financing of Certain Water System Capital Improvements (Phase 1 of the East Villas water main extension project)
- Res. #2016-69 A Resolution of the Township of Lower Awarding Final Contract Year, 2016, with S.Vitale Pyrotecnico Industries, Inc to Provide Fireworks (July 3<sup>rd</sup>, \$43,500)
- Res. #2016-70 Contract Award for Fertilizer/Slice Seed Applications for Various Locations in Lower Township – 2<sup>nd</sup> Year Option (Tru-Green \$15,670)
- Res. #2016-71 Bid Acceptance and Contract Award for Landscaping Services for Various Locations in Lower Township – 2<sup>nd</sup> Year (Douglass Landscaping \$47,485)
- Res. #2016-72 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. – **POLICE NEGOTIATION UPDATE / ACQUISITION/SALE OF PROPERTY / LITIGATION UPDATES**



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00784 CAPE MAY STAR & WAVE			Continued					
	16-00381	02/08/16	LEGAL PUBLICATION 2-3-16	Open	55.80	0.00		
					<u>266.60</u>			
00807 CDW-GOVERNMENT INC*								
	15-02843	11/13/15	6 MAC /1 LAPTOP MAC LCMR	Open	11,595.00	0.00		
00825 COMCAST*								
	16-00394	02/09/16	INTERNET SERVICE -FEBRUARY	Open	159.06	0.00		
01170 VERIZON WIRELESS* F/S								
	16-00420	02/10/16	FIRE SAFETY 12/27/15-1/26/16	Open	52.47	0.00		
01171 VERIZON WIRELESS - TOWNHALL								
	16-00366	02/05/16	CELL PHONE 01/24/16-2/23/16	Open	546.03	0.00		
	16-00393	02/09/16	IPHONE BILL 1/29/16-2/28/16	Open	866.75	0.00		
					<u>1,412.78</u>			
01196 H A DEHART & SON*								
	16-00094	01/08/16	PARTS FOR VEHICLES/JAN	Open	277.68	0.00		
01200 DELTA DENTAL PLAN OF NJ								
	16-00332	02/02/16	JANUARY ADMIN	Open	1,156.00	0.00		
	16-00423	02/10/16	JANUARY 2016 DENTAL	Open	13,401.93	0.00		
					<u>14,557.93</u>			
01201 DELL CORPORATION*								
	16-00299	01/27/16	DPW SIGN COMPUTER	Open	967.86	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*								
	15-02973	12/01/15	BENNETT'S SECURITY GATE	Open	550.00	0.00		
	16-00202	01/19/16	SCOREBOARD IN REC GYM	Open	400.00	0.00		
	16-00375	02/05/16	LIGHTS IN GAME ROOM	Open	425.00	0.00		
	16-00379	02/08/16	BENNETTS HOCKEY SCOREBOARD	Open	250.00	0.00		
	16-00390	02/09/16	REWIRE OUTLETS INSTALL CIRCUIT	Open	525.00	0.00		
					<u>2,150.00</u>			
01660 GENERAL SPRING SERVICE*								
	16-00050	01/06/16	REPLACE REAR SUSPENSION #27	Open	3,859.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*								
	15-01637	06/17/15	RES# 15-189 BIKE TRAIL ENGINR	Open	650.00	0.00		B
	15-03068	12/09/15	RES#15-356 NJ DEP BEACH ACCESS	Open	9,706.38	0.00		B
					<u>10,356.38</u>			
01806 ANTHONY J HARVATT, II, ESQ								
	16-00310	01/28/16	BOARD SOLICITOR SALARY	Open	625.00	0.00		
01898 HERITAGE BUSINESS SYSTEMS, INC*								
	16-00236	01/22/16	COPIER SERVICE 1/1/16-4/1/16	Open	85.54	0.00		
01958 INTERCON TRUCK EQUIPMENT INC*								
	16-00218	01/22/16	SNOW PLOW PARTS	Open	342.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02025 HUNTER JERSEY PETERBILT*	16-00090	01/08/16	PARTS FOR GARAGE/JAN	Open	296.13	0.00		
02032 JOHN'S AUTO BODY*	15-03073	12/09/15	PATROL UNIT REPAIR 124	Open	1,583.77	0.00		
02108 KEEN COMPRESSED GAS CO*	15-02993	12/01/15	BOTTLED GAS FOR GARAGE/DPW/DEC	Open	219.25	0.00		
02136 TED KINGSTON INC*	16-00138	01/11/16	RADIOS	Open	1,970.55	0.00		
02200 KOHLER'S AUTO GLASS*	16-00194	01/19/16	REPLACE GLASS TK#28	Open	245.00	0.00		
02541 ROBERT D. MARTIN, JR	16-00396	02/09/16	CONTRACTUAL REIMBURSEMENT- M	Open	27.49	0.00		
02585 WILLIAM MASTRIANA	16-00324	02/02/16	TRAINING MEALS	Open	25.00	0.00		
02632 N.J PLANNING OFFICIALS*	16-00187	01/14/16	MEMBERSHIP DUES	Open	370.00	0.00		
02719 MITCHELL PLENN	16-00336	02/02/16	CONTRACTUAL REIMBURSEMENT-V	Open	188.00	0.00		
	16-00337	02/02/16	COACHING CERTIFICATION	Open	20.00	0.00		
					208.00			
03008 NJ DEPT OF TREASURY/FEES	16-00254	01/26/16	WATER ALLOCATION FEES	Open	205.00	0.00		
03021 NJ MOTOR VEHICLE COMMISSION	15-03112	12/16/15	ON LINE ABSTRACT/2016	Open	150.00	0.00		
03158 NYSCA*	16-00065	01/07/16	RECERTIFICATIONS-BASKETBALL	Open	40.00	0.00		
03172 OFFICE BUSINESS SYSTEMS INC*	16-00198	01/19/16	MICROPHONE	Open	465.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	16-00197	01/19/16	SHOP RAGS/DPW	Open	249.45	0.00		
03284 STEPHEN H. PARKER	16-00347	02/05/16	CONTRACTUAL REIMBURSEMENT- V	Open	145.00	0.00		
03296 PARISH OF ST. JOHN NEUMANN	16-00309	01/28/16	RETURN OF APPLICATION FEE	Open	25.00	0.00		
03305 PEDRONI FUEL*	16-00378	02/08/16	NO LEAD GAS/DPW	Open	331.27	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03366 AMERI-GAS*	16-00384	02/08/16	PROPANE- BENNETTS-BUILDING	Open	371.57	0.00		
03518 RIGGINS, INC.*	16-00316	01/29/16	OFF HIGHWAY DIESEL	Open	632.13	0.00		
03608 SEAWAVE CORPORATION*	16-00331	02/02/16	LEGAL PUBLICATION 1-27-16	Open	92.16	0.00		
03727 EDWARD STRING	16-00333	02/02/16	CONTRACTUAL REIMBURSEMENT-M	Open	997.60	0.00		
03765 TAX COLL&TREAS ASSN OF C M C*	16-00074	01/07/16	2016 MEMBERSHIP DUES	Open	200.00	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL	16-00275	01/26/16	REIMBURSE HALF OF TOTAL BILL	Open	85.58	0.00		
03844 GIACOMO TROMBETTA	16-00395	02/09/16	CONTRACTUAL REIMBURSEMENT- M	Open	41.43	0.00		
03899 UPS	16-00315	01/29/16	SHIPPING TO DREAGER	Open	25.42	0.00		
03904 LOWE'S HOME CENTER INC*	16-00055	01/06/16	MAINTENANCE SUPPLIES	Open	161.91	0.00		
03971 VERIZON WIRELESS MDT POLICE	16-00403	02/09/16	VERIZON MDT'S	Open	691.17	0.00		
03985 VILLAS NAPA AUTO PARTS	16-00082	01/08/16	RDS/SANT/RECY/JAN	Open	3,522.70	0.00		
03995 VITAL COMMUNICATIONS, INC.*	15-03032	12/07/15	MOD IV UPDATE- 2016 PRELIMINAR	Open	100.00	0.00		
04085 CHRISTOPHER WINTER (EMPLOYEE)	16-00422	02/10/16	CONTRACT REIMB V	Open	235.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	16-00323	02/02/16	DOG LICENSE FEES JANUARY 2016	Open	656.40	0.00		
04300 W B MASON CO INC*	16-00106	01/11/16	OFFICE SUPPLIES- FIRE SAFETY	Open	194.96	0.00		
	16-00199	01/19/16	FLOOR MATS	Open	248.49	0.00		
	16-00296	01/26/16	OFFICE SUPPLIES	Open	99.74	0.00		
					<u>543.19</u>			
04445 TRICOMM SERVICES CORP*	16-00209	01/20/16	FAX //TELEPHONE REPAIRS SURGE	Open	510.00	0.00		
5055 MATTHEW GAMBLE	16-00308	01/28/16	CONTRACTUAL REIMBURSEMENT-V	Open	155.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6012 RICHARD STOCKTON COLLEGE NJ*	15-01981	07/31/15	TRAINING	Open	299.00	0.00		
6059 USABLE LIFE	16-00334	02/02/16	FEBRUARY 2016 LIFE INSURANCE	Open	538.65	0.00		
6061 AMERIHEALTH ADMINISTRATORS	16-00335	02/02/16	1/31/2016 HEALTH INS	Open	121,570.34	0.00		
	16-00424	02/10/16	2015/2016 MEDICAL/ADMIN	Open	91,378.18	0.00		
					<u>212,948.52</u>			
7142 LINDSAY BECHTLER	16-00321	01/29/16	ZUMBA INSTRUCTOR JANUARY 2016	Open	120.00	0.00		
7195 PHOENIX ADVISORS, LLC*	16-00103	01/11/16	2015 CONTINUED DISCLOSURE AGNT	Open	850.00	0.00		
7248 SHORE SIDE ENTERPRISES LLC*	16-00374	02/05/16	BOOKING EVENT/WEBSITE FEES	Open	384.90	0.00		
7475 SUZANNE M SCHEID	16-00421	02/10/16	CONTRACT REIMB	Open	33.00	0.00		
7482 MUNICIPAL MAINTENANCE CO *	15-02867	11/16/15	BENNETTS FIELD PUMP	Open	3,995.00	0.00		
7496 AMERICAN PARTS DISTRIBUTION*	16-00057	01/06/16	HVAC PARTS AND SUPPLIES	Open	116.69	0.00		
7501 ACTION UNIFORM CO LLC*	16-00214	01/20/16	FIRE SAFETY #8578	Open	256.00	0.00		
7517 BATHGATE, WEGENER & WOLF	16-00211	01/20/16	1/2 FEE MEDIATION/ARBITRATION	Open	1,699.00	0.00		
7519 LOUIS COSCIO	16-00329	02/02/16	FINGERPRINT/BACKGROUND CHECK	Open	24.20	0.00		
7524 MICHAEL & PAMELA WRIGHT	16-00389	02/09/16	RES#2016-66 REFUND 1ST QRT TAX	Open	1,195.62	0.00		
BOSNA KAREN MANETTE BOSNA	16-00320	01/29/16	YOGA PAYMENT JANUARY 2016	Open	35.00	0.00		
FOUR BRUCE FOURNIER	16-00325	02/02/16	SUPPLIES FOR AIRPLANE CLASS	Open	38.49	0.00		
G-HOUSEP HOUSE OF PRINT*	16-00153	01/11/16	TOWNSHIP LETTERHEAD 2500	Open	225.00	0.00		
MCAA MCAA OF NEW JERSEY	16-00219	01/22/16	2016 DUES BYRNE/MILBRANT	Open	90.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SEAGE	SEAGEAR MARINE SUPPLY*							
16-00051	01/06/16	ROLLOFF CABLES	Open	541.71	0.00			
Total Purchase Orders:		96	Total P.O. Line Items:	0	Total List Amount:	356,393.19	Total Void Amount:	0.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2016-62

**TITLE: RESOLUTION AUTHORIZING A REQUEST FOR FUNDS FROM THE LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, the Lower Township Municipal Utilities Authority (MUA) budget for Fiscal Year December 1, 2015 through November 30, 2016 for both water and sewer contains a line item entitled Maximum Allowable for Appropriation to Municipality/County; and

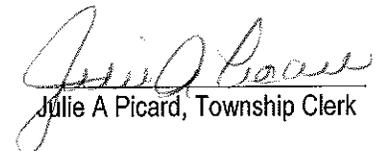
**WHEREAS**, the amount listed on the Supplement Schedule as Maximum Allowable for Appropriation to Municipality/County in the sewer budget is \$207,614. and the amount listed in the water budget is \$168,584. for a maximum allowable total of \$ 376,199.;and

**WHEREAS**, Council would like to officially request a portion of the allowable appropriation totaling \$205,000 be appropriated to the Township.

**NOW, THEREFORE, BE IT RESOLVED** that the Lower Township Council hereby requests the Lower Township MUA appropriate a portion of the amounts listed in the Maximum Allowable for Appropriation to Municipality/County as listed in the Supplemental Schedules from the sewer & water budgets to the Township of Lower in the total amount of \$205,000.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

## 2015 Net Position Reconciliation

Lower Township Municipal Utilities Authority  
For the Period December 1, 2015 to November 30, 2016

	<i>Proposed Budget</i>						Total All Operations
	Sewer	Water	N/A	N/A	N/A	N/A	
<b>TOTAL NET POSITION BEGINNING OF CURRENT YEAR (1)</b>	\$ 15,372,386	\$ 15,372,386					\$ 30,744,772
Less: Invested in Capital Assets, Net of Related Debt (1)	9,307,122	9,307,122					18,614,243
Less: Restricted for Debt Service Reserve (1)	1,468,434	2,500,306					3,968,740
Less: Other Restricted Net Position (1)							-
Total Unrestricted Net Position (1)	4,596,831	3,564,959	-	-	-	-	8,161,789
Less: Designated for Non-Operating Improvements & Repairs	1,891,929	236,492					2,128,421
Less: Designated for Rate Stabilization							-
Less: Other Designated by Resolution	193,824	494,123					687,947
Plus: Accrued Unfunded Pension Liability (1)							-
Plus: Accrued Unfunded Other Post-Employment Benefit Liability (1)							-
Plus: Estimated Income (Loss) on Current Year Operations (2)							-
Plus: Other Adjustments (attach schedule)							-
<b>UNRESTRICTED NET POSITION AVAILABLE FOR USE IN PROPOSED BUDGET</b>	<b>2,511,078</b>	<b>2,834,344</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,345,421</b>
Unrestricted Net Position Utilized to Balance Proposed Budget	250,970	487,567	-	-	-	-	738,537
Unrestricted Net Position Utilized in Proposed Capital Budget	-	-	-	-	-	-	-
Appropriation to Municipality/County (3)	-	-	-	-	-	-	-
Total Unrestricted Net Position Utilized in Proposed Budget	250,970	487,567	-	-	-	-	738,537
<b>PROJECTED UNRESTRICTED UNDESIGNATED NET POSITION AT END OF YEAR (4)</b>	<b>\$ 2,260,108</b>	<b>\$ 2,346,777</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,606,884</b>

(1) Total of all operations for this line item must agree to audited financial statements.

(2) Include budgeted and unbudgeted use of unrestricted net position in the current year's operations.

(3) Amount may not exceed 5% of total operating appropriations. See calculation below.

Maximum Allowable Appropriation to Municipality/County      \$ 207,614    \$ 168,584    \$ -    \$ -    \$ -    \$ -    \$ 376,199

(4) If Authority is projecting a deficit for any operation at the end of the budget period, the Authority must attach a statement explaining its plan to reduce the deficit, including the timeline for elimination of the deficit, if not already detailed in the budget narrative section.

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

RESOLUTION #2016-63

Title: ISSUANCE OF 2016 LIMOUSINE, TAXI AND OPERATOR LICENSES

WHEREAS, applications have been submitted by Ocean Cab Service, Cape May Limousine and Shore Limousine pursuant to Ord. #2000-4 for Taxi, Limo and Operator Licenses; and

WHEREAS, the applicants submitted the appropriate fees, provided the required documentation, and the Police have reviewed and approved the application packet.

NOW, THEREFORE BE IT RESOLVED, the Clerk is hereby authorized to issue the following:

Ocean Cab Service

<u>License Type</u>	<u>Description</u>
Taxi	2004 Honda Odyssey, Vin# 5FNRL18614B052791
Operator	Irma Guy

Cape May Limousine,

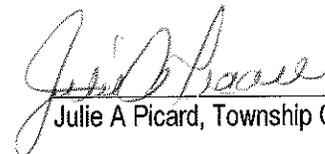
<u>License Type</u>	<u>Description</u>
Limo	2006 Mercury Wagon, Vin #4MEU46D06UJ02754
Limo	2009 Dodge Grand Caravan, Vin #1D8HN4E99B505829
Limo	2002 Ford Excursion, Vin #1FMNU40S12EB96857
Operators	Brian T Carroll and Nicholas SanGiorgio

Shore Limousine Service, LLC

<u>License Type</u>	<u>Description</u>
Limo	2010 Cadillac DTS, Vin#1G6KR5EY1Au103662
Operators	Paul Quinn, Danette Quinn, John Sardoni and Michael Shapley

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2016-64

Title: APPROVAL OF 2016 ROTARY TOWING LICENSE

WHEREAS, Chapter 600 of the Revised General Ordinances of the Township of Lower requires any contractor providing towing and storage services for the Township of Lower be licensed by the Township; and

WHEREAS, the following contractors have completed the required application, paid the fee and provided all documentation required by ordinance; and

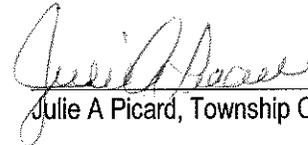
WHEREAS, the Police have reviewed said applications as required by Chapter 600, Subsection 4 and have no objection to the issuance of said license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the following applicants shall be issued a Rotary Towing License for the year 2016.

John Harron - Off Shore Getty  
Jerry Mancuso - Cape Harbor Auto Repair, Inc.

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

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Julie A Picard, Township Clerk

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

RESOLUTION #2016-65

Title: AUTHORIZING PAYMENT OF 2016 COUNTY TAXES (First and Second Quarters)

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

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

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

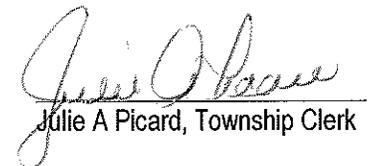
WHEREAS, County Tax payments are charged to non-budget appropriation County Tax 6-01-55-910-015 and County Taxes Added and Omitted 6-01-5-910-016 as certified by the Chief Financial Officer  payable as follows:

\$ 18,848.61 due 2/15/2016  
\$2,356,146.46 due 2/15/2016  
\$2,356,146.46 due 5/15/2016

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

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

RESOLUTION # 2016- 67

TITLE: RESOLUTION TO ACCEPT WISSAHICKON AVENUE BETWEEN SEVENTH AVENUE AND THE CAPE MAY CANAL AS SUITABLY IMPROVED FOR DEVELOPMENT

WHEREAS, the Township of Lower has received a request to build another dwelling from the owner of a property on Wissahickon Avenue, more specifically known as Block 771, Lots 33 through 38, and for the Township to accept Wissahickon Avenue between Seventh Avenue and the Cape May Canal and to certify such as suitably improved for development pursuant to N.J.S.A. 40:55D-35; and

WHEREAS, although the portion of Wissahickon Avenue between Seventh Avenue and the Cape May Cana is currently an unimproved street, it has been reviewed by the Lower Township Police Department, Department of Public Works and the Bureau of Fire Safety which have all determined that such street is acceptable for township services for this additional dwelling as an accessible street for the properties it serves; and

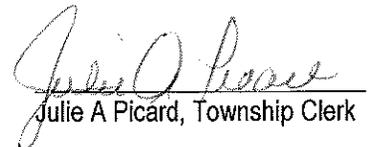
WHEREAS, the Township of Lower Director of Planning, Zoning and Code Enforcement have also determined that such unimproved street satisfies the conditions for development set forth in N.J.S.A. 40:55D-35; and

WHEREAS, the Township Council of the Township of Lower therefore desires to certify Wissahickon Avenue between Seventh Avenue and the Cape May Canal as being suitably improved to its satisfaction as adequate in respect to the public health, safety and general welfare in accordance with N.J.S.A. 55D-35.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Wissahickon Avenue between Seventh Avenue and the Cape May Canal, which is an unimproved street, is hereby certified as being suitably improved and adequate in respect to public health, safety and general welfare in accordance with N.J.S.A. 40:55D-35.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

RECEIVED  
1-4-16 p

Lower Township  
Clerk's Office

January 2, 2016

Dear Ms. Picard:

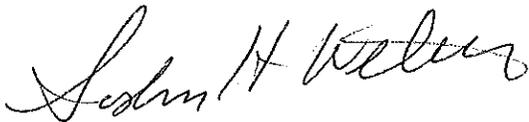
I spoke to Lisa in the Planning Office last week about constructing a single family dwelling on a lot my wife and I own in Lower Township. It is on an unimproved road. She told me to write a letter to you requesting that Permission to Build on an Unimproved Road for my lot be put before Lower Township Council. I request that you do this for me.

The property is Block 771, Lots 36, 37, and 38. It is known as 1021 Wissahickon Avenue. It is 75 feet wide by 100 feet deep, and is in the R-3 district. A force main sewer line is next to the road, and if I tap into the line via MUA permission the lot meets the zoning requirements. My daughter Kate, and her husband Mickey Chew live on the lot next door. When they gained permission to build, the fire company approved the lot for fire equipment access and Lower Township resolution 2011-67 was passed.

We intend to personally occupy the house we build on this lot.

Please let me know if you need any more information, or if you think we need to attend council meeting.

Sincerely,



Sidney H. Wetherill and Shawn  
1040 Route 109  
Cape May, NJ

cell: 609 408-6723



1021 is outlined

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

RESOLUTION # 2016-68

**Title: RESOLUTION OF THE TOWNSHIP OF LOWER CONSENTING TO THE ISSUANCE BY THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY OF REVENUE BONDS (JUNIOR LIEN) TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE RURAL UTILITIES SERVICE, DEPARTMENT OF AGRICULTURE, AND TO THE ISSUANCE OF A PROJECT NOTE IN ANTICIPATION OF THE ISSUANCE SUCH REVENUE BONDS, FOR THE FINANCING OF CERTAIN WATER SYSTEM CAPITAL IMPROVEMENTS**

**WHEREAS**, The Township of Lower Municipal Utilities Authority (the "Authority"), a public body corporate and politic of the State of New Jersey, was created pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq. (the "Act"), and was given the responsibility to implement and operate a municipal utilities authority which provides certain water and sewer services to the inhabitants of the Township of Lower, in the County of Cape May, New Jersey (the "Township"); and

**WHEREAS**, the Act provides that the Authority shall have the power to borrow money and issue its bonds, notes and other obligations and to provide for the rights of the holders of its bonds, notes and other obligations, as provided in the Act; and

**WHEREAS**, on February 3, 2010, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds (Junior Lien) of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Junior Lien General Bond Resolution"), authorizing the issuance of junior lien revenue bonds secured by a pledge of the Revenues (as defined in the Junior Lien General Bond Resolution) and other funds available pursuant to the Junior Lien General Bond Resolution, but at all times subordinate to bonds outstanding under the Authority's general bond resolution adopted December 4, 1972 (the "Senior General Bond Resolution"); and

**WHEREAS**, the Authority desires to undertake the Cost (as defined in the Act) of Phase I of the East Villas water main extension project, including but not limited to installation of water mains and fire hydrants, other miscellaneous costs associated with such improvements and payment of the costs associated with the issuance of the Obligations (collectively, the "2016 Project"); and

**WHEREAS**, to finance the 2016 Project, the Authority has applied for funding through the United States of America, Acting Through the Rural Utilities Service, Department of Agriculture (the "USDA"); and

**WHEREAS**, the USDA has awarded the Authority with a loan in the amount of \$3,724,000 (the "USDA Loan"); and

**WHEREAS**, to secure such funding, the Authority must issue a bond to the USDA in the amount of the USDA Loan and approve the terms of all financing documents in connection therewith; and

**WHEREAS**, pursuant to Section 501(a) of the Junior Lien General Bond Resolution, the Authority is authorized to issue junior lien bonds for the purpose of raising funds to pay the costs of construction of any Project (as defined in the Junior Lien General Bond Resolution), including the 2016 Project; and

**WHEREAS**, on February 3, 2016, the Authority adopted a resolution entitled, "Supplemental Resolution Authorizing the Issuance of Not to Exceed \$3,724,000 Principal Amount of Revenue Bonds (Junior Lien) of The Township of Lower Municipal Utilities Authority" (the "Supplemental Resolution"), authorizing the issuance of \$3,724,000 aggregate principal amount of Revenue Bonds (Junior Lien) (the "Bonds") to the USDA; and

**WHEREAS**, Section 305(F) of the Junior Lien General Bond Resolution and Section 305(3) of the Senior General Bond Resolution require, as a condition to the issuance of the Bonds, delivery to the Trustee of an Officer's Certificate stating that the governing body of the Township has adopted a resolution to the effect that the construction of the improvement (if any) described therein is on behalf of the Township approved and consented to by said governing body; and

**WHEREAS**, pursuant to the requirements of the USDA, the Authority must complete approximately ninety-five percent (95%) of the 2016 Project prior to receiving the USDA Loan; and

**WHEREAS**, in order to fund the cost of the 2016 Project in anticipation of receipt of the USDA Loan, the Authority has determined to issue short-term tax-exempt project notes pursuant to, and in accordance with, the Authority's "Resolution Authorizing the Issuance of Project Notes of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Project Note Resolution"), in the principal amount of not to exceed \$4,200,000; and

**WHEREAS**, on February 3, 2016, the Authority adopted a resolution entitled, "Supplemental Resolution Authorizing the Issuance of Not to Exceed \$4,200,000 Project Note (Series 2016) of The Township of Lower Municipal Utilities Authority" (the "Supplemental Project Note Resolution"), authorizing the issuance of \$4,200,000 aggregate principal amount of a Project Note (the "Project Note" and, together with the Bonds, the "Obligations"); and

**WHEREAS**, the Authority anticipates that the Project Note will be defeased with proceeds from the USDA Loan, unspent Project Note proceeds, connection fees and/or other available revenues of the Authority; and

**WHEREAS**, the Municipal Council of the Township is also adopting this resolution to grant its consent to the 2016 Project and the issuance of the Obligations to the extent required under the 1968 Service Contract, dated November 16, 1968 (the "Service Contract"), between the Township and the Authority.

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

1. The Township hereby consents to the Authority's issuance of the Obligations, in one or more series, to fund the Cost (as defined in the Act) of the 2016 Project.
2. The Township hereby consents to the construction of the 2016 Project on behalf of the Township.
3. The Township hereby consents to the adoption of the Supplemental Resolution, attached hereto as Exhibit A and the Supplemental Project Note Resolution attached hereto as Exhibit B.
4. The Service Contract is hereby ratified to the extent of any inconsistency herewith and confirmed and continued in effect.
5. The Township hereby covenants and agrees to provide annual financial information and operating data and notice of certain enumerated events, if material, and only to the extent required and in accordance with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.
6. The Mayor, Chief Financial Officer and Clerk of the Township are each hereby authorized and directed to enter into and execute any document, certificate or agreement necessary in connection with the issuance by the Authority of the Obligations or in furtherance of the transactions contemplated by this resolution.
7. This resolution shall take effect immediately.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

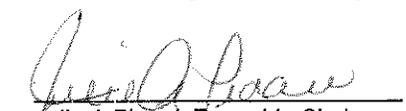
  
Julie A Picard, Township Clerk

Exhibit A

Supplemental Resolution

**SUPPLEMENTAL RESOLUTION No. 34-2016**

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED  
\$3,724,000 PRINCIPAL AMOUNT OF REVENUE BONDS  
(JUNIOR LIEN) OF THE TOWNSHIP OF LOWER  
MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, The Township of Lower Municipal Utilities Authority (the "Authority"), a public body corporate and politic of the State of New Jersey, was created pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 *et seq.* (the "Act"), and was given the responsibility to implement and operate a municipal utilities authority which provides certain water and sewer services to the inhabitants of the Township of Lower, in the County of Cape May, New Jersey (the "Township"); and

**WHEREAS**, the Act provides that the Authority shall have the power to borrow money and issue its bonds, notes and other obligations and to provide for the rights of the holders of its bonds, notes and other obligations, as provided in the Act; and

**WHEREAS**, on February 3, 2010, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds (Junior Lien) of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Junior Lien General Bond Resolution"), authorizing the issuance of junior lien revenue bonds secured by a pledge of the Revenues (as defined in the Junior Lien General Bond Resolution) and other funds available pursuant to the Junior Lien General Bond Resolution, but at all times subordinate to bonds outstanding under the Authority's general bond resolution adopted December 4, 1972 (the "Senior General Bond Resolution"); and

**WHEREAS**, the Authority desires to undertake the 2016 Project (as defined herein); and

**WHEREAS**, to finance the 2016 Project, the Authority has applied for funding through the United States of America, Acting Through the Rural Utilities Service, Department of Agriculture (the "USDA"); and

**WHEREAS**, the USDA has awarded the Authority with a loan in the amount of \$3,724,000 (the "USDA Loan"); and

**WHEREAS**, to secure such funding, the Authority must issue a bond to the USDA in the amount of the USDA Loan and approve the terms of all financing documents in connection therewith; and

**WHEREAS**, pursuant to Section 501(a) of the Junior Lien General Bond Resolution, the Authority is authorized to issue junior lien bonds for the purpose of raising funds to pay the costs of construction of any Project (as defined in the Junior Lien General Bond Resolution), including the 2016 Project; and

**WHEREAS**, the Authority, in accordance with the provisions of the Junior Lien General Bond Resolution, desires to authorize the issuance and delivery of such junior lien bonds in the principal amount of not to exceed \$3,724,000 to be designated "Revenue Bonds (Junior Lien),

Series 20[•]" (the "USDA Bonds"), with such series designation to reflect the year of issuance of such USDA Bonds; and

**WHEREAS**, the Authority wishes to provide terms and conditions with respect to the USDA Bonds in addition to those which have been previously established under and pursuant to the Junior Lien General Bond Resolution and delegate the sale of such USDA Bonds to the Executive Director of the Authority.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY**, as follows:

## ARTICLE I

### Definitions and Interpretations

Section 101. **Short Title.** This resolution may hereinafter be cited by the Authority and is hereinafter sometimes referred to as the "Supplemental Resolution".

Section 102. **Authorization for Supplemental Resolution.** This Supplemental Resolution is authorized by and adopted pursuant to the provisions of Section 501 of the Junior Lien General Bond Resolution.

Section 103. **Terms Defined in Junior Lien General Bond Resolution.** Terms which are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings assigned to such terms in Section 102 of the Junior Lien General Bond Resolution.

Section 104. **Other Definitions.** As used or referred to, and unless the context clearly indicates a different meaning or use, in this Supplemental Resolution:

"Act" shall have the meaning given to such term in the recitals hereto.

"Authority" shall have the meaning given to such term in the recitals hereto.

"Authority Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Bank" shall be as defined in section 306 of this Supplemental Resolution.

"Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Junior Lien General Bond Resolution" shall have the meaning given to such term in the recitals hereto.

"Paying Agent" shall be as defined in section 306 of this Supplemental Resolution.

"Program Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"2016 Project" means the Cost (as defined in the Act) of Phase I of the East Villas water main extension project, including but not limited to installation of water mains and fire hydrants, other miscellaneous costs associated with such improvements and payment of the costs associated with the issuance of the USDA Bonds.

"Registrar" shall be as defined in section 306 of this Supplemental Resolution.

"Resolution" shall mean, together, the Junior Lien General Bond Resolution and this Supplemental Resolution.

"Senior General Bond Resolution" shall have the meaning given to such term in the recitals hereto.

"Township" shall have the meaning given to such term in the recitals hereto.

"Trustee" shall be as defined in section 306 of this Supplemental Resolution.

"USDA" shall have the meaning given to such term in the recitals hereto.

"USDA Bonds" shall have the meaning given to such term in the recitals hereto.

"USDA Loan" shall have the meaning given to such term in the recitals hereto.

Section 105. **Incorporation of Junior Lien General Bond Resolution.** This Supplemental Resolution supplements and amends the Junior Lien General Bond Resolution. The Junior Lien General Bond Resolution is incorporated herein by reference thereto.

(End of Article I)

## ARTICLE II

### Determination By and Obligations of the Authority

Section 201. **Authority for Supplemental Resolution.** This Supplemental Resolution is adopted pursuant to the Act and the Junior Lien General Bond Resolution and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the Junior Lien General Bond Resolution to further secure the payment of the principal or redemption price of and interest on the USDA Bonds.

Section 202. **USDA Bonds to Constitute Additional Bonds.** The USDA Bonds shall constitute "Additional Bonds" as such term is defined in the Junior Lien General Bond Resolution and shall be authorized and issued pursuant to Section 501 of the Junior Lien General Bond Resolution.

Section 203. **Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the USDA Bonds by those who shall hold the same from time to time, the provisions of the Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the USDA Bonds; the pledge made in the Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the Junior Lien Bonds, including the USDA Bonds all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Junior Lien Bonds over any other thereof except as expressly provided in or pursuant to the Resolution.

(End of Article II)

Assistant Secretary of the Authority is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Authority as determined hereunder, and to affix the corporate seal of the Authority to such Financing Documents.

(4) Form of USDA Bonds. The USDA Bonds shall be in substantially the form described in Section 311 of the Junior Lien General Bond Resolution, with only such changes as are necessary to comply with the USDA and the Financing Documents.

(5) Further Authorizations. Each Authorized Officer of the Authority is hereby further severally authorized to (1) execute and deliver, and the Secretary or Assistant Secretary of the Authority is hereby further authorized to attest to such execution and to affix the corporate seal of the Authority to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officer, the Secretary or Assistant Secretary of the Authority, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transaction contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (2) perform such other actions as the Authorized Officer deems necessary, desirable or convenient in relation to the execution thereof.

Section 303. Execution of USDA Bonds. The USDA Bonds shall be executed in the name and on behalf of the Authority by the manual or facsimile signature of its Chairperson or Vice-Chairperson and its corporate seal (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced thereon, and such seal and USDA Bonds shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. In case any officer of the Authority who shall have executed, sealed or attested any of the USDA Bonds shall cease to be such officer of the Authority before the USDA Bonds so executed, sealed or attested shall have been authenticated and delivered upon original issuance, such USDA Bonds may nevertheless be authenticated and delivered as herein provided as if the person who so executed, sealed or attested such USDA Bonds had not ceased to be such officer.

Section 304. Authentication of USDA Bonds. The USDA Bonds shall bear thereon a certificate of authentication, substantially in the form set forth in Section 311 of the Junior Lien General Bond Resolution, duly executed by the Trustee. Only such USDA Bonds as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any right or benefit under the Junior Lien General Bond Resolution. No USDA Bond shall be valid or obligatory for any purpose unless such certificate of authentication upon such USDA Bond shall have been duly executed by the Trustee, and such certificate of authentication by the Trustee upon any USDA Bond executed on behalf of the Authority shall be conclusive and the only evidence that the USDA Bond so authenticated has been duly authenticated and delivered under this Supplemental Resolution and that the holder thereof is entitled to the benefits of the Junior Lien General Bond Resolution.

Section 305. Application of Proceeds of USDA Bonds. The proceeds which are derived from the sale of the USDA Bonds, including any accrued interest thereon, shall be applied by the Trustee, upon receipt, in the manner set forth in a resolution of the Authority or a

## ARTICLE IV

### Miscellaneous

Section 401. **Supplemental Resolutions; Amendment of Supplemental Resolution.** At any time or from time to time, a Supplemental Resolution of the Authority may be adopted for the purpose of supplementing or amending this Supplemental Resolution.

Section 402. **Signing Powers.** The Authority Officers are hereby severally authorized and, after satisfaction of all conditions precedent thereto and after consultation with the professionals working on behalf of the Authority, are hereby severally directed to execute or acknowledge, as the case may be, or cause to be executed or acknowledged such other certificates, notices, instruments, agreements and other documents in such form as the Executive Director, after consultation with the professionals working on behalf of the Authority, shall determine to be necessary, desirable or convenient in order to effect the issuance of USDA Bonds or any other transaction contemplated hereby and thereby, which respective forms thereof shall be dispositively evidenced by the Authority Officer's execution or acknowledgment, as the case may be, and delivery thereof or with respect to such documents of a party other than the Authority, shall be evidenced by an Authority Officer's execution thereof.

Section 403. **Effective Date.** This Supplemental Resolution shall take effect in accordance with applicable law.

(End of Article IV)

**Resolution No 34-2016**

	<b>BITTING</b>	<b>FRISOLI</b>	<b>O'CONNOR</b>	<b>SHEFTZ</b>	<b>HENDERSON</b>
<b>MOTION</b>		X			
<b>SECOND</b>	X				
<b>AYES</b>	X	X	X	X	X
<b>NAY</b>					
<b>ABSENT</b>					
<b>ABSTAIN</b>					

**CERTIFICATE**

I, the undersigned Secretary of The Township of Lower Municipal Utilities Authority, a body corporate and politic of the State of New Jersey, HEREBY CERTIFY that the foregoing resolution is a true copy of an original resolution which was duly adopted by said Authority at a meeting duly called and held on February 3, 2016 and at which a quorum was present and acted throughout, and that said copy has been compared by me with the original resolution recorded in the records of the Authority and that it is a correct transcript thereof and of the whole of said resolution, and that said original resolution has not been altered, amended or repealed but is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 3<sup>rd</sup> day of February, 2016.

**THE TOWNSHIP OF LOWER  
MUNICIPAL UTILITIES AUTHORITY**

By: Sharon Otto  
Secretary, Sharon Otto

Exhibit B

Supplemental Project Note Resolution

**RESOLUTION NO. 33-2016**

**SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,200,000 PROJECT NOTE (SERIES 2016) OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, The Township of Lower Municipal Utilities Authority (the "Authority"), was duly created by ordinance of the Township of Lower, New Jersey (the "Township"), duly adopted July 24, 1968, as a public body corporate and politic of the State of New Jersey and has been reorganized and is existing under the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"); and

**WHEREAS**, the Act provides that the Authority shall have the power to borrow money and issue its bonds and other obligations and to provide for the rights of the holders of its bonds and other obligations, as provided in the Act, for the purpose of financing the cost of various projects; and

**WHEREAS**, on November 2, 2005, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Project Notes of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Project Note Resolution"); and

**WHEREAS**, pursuant to the Project Note Resolution, the Authority is authorized to issue Additional Project Notes (as defined in the Project Note Resolution) to, among other things (i) raise funds to pay the cost of a project; and (ii) refund any Project Notes; and

**WHEREAS**, the Authority has determined to undertake a project within the service area of the Authority (as more particularly described in Exhibit A attached hereto, the "Project"); and

**WHEREAS**, the Authority has been awarded a loan from the United States of America, Acting Through the United States Department of Agriculture, Mount Laurel, New Jersey (the "USDA"), to fund all or a portion of the cost of the Project (the "USDA Funds"); and

**WHEREAS**, pursuant to the requirements of the USDA, the Authority must complete approximately ninety-five percent (95%) of the Project prior to receiving the USDA Funds; and

**WHEREAS**, in order to fund the cost of the Project in anticipation of the USDA Funds, the Authority has determined to issue short-term tax-exempt project notes pursuant to, and in accordance with, the Resolution in the principal amount of not to exceed \$4,200,000 to provide for the costs of the 2016 Project (as hereinafter defined); and

**WHEREAS**, the Authority desires to authorize the issuance and delivery of such tax-exempt project notes in the principal amount of not to exceed \$4,200,000 to be designated "Project Note (Series 2016)" (the "2016 Project Note") pursuant to this supplemental resolution (the "2016 Supplemental Resolution" and, together with the Project Note Resolution, the "Resolution") for the purpose of (i) financing the costs of the Project and (ii) paying costs and

expenses associated with the issuance of the 2016 Project Note (collectively, the "2016 Project");  
and

**WHEREAS**, the Authority wishes to provide the terms and conditions with respect to such 2016 Project Note, in addition to those which have been previously established under and pursuant to the Resolution and delegate the sale of such 2016 Project Note to the Executive Director of the Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the members of The Township of Lower Municipal Utilities Authority as follows:

## ARTICLE I

### General Provisions

**Section 101. Short Title.** This resolution may hereafter be cited by the Authority and is hereinafter sometimes referred to as the "2016 Supplemental Resolution".

**Section 102. Terms Defined in Resolution.** Whenever used or referred to in this 2016 Supplemental Resolution, all words and terms which are defined in the Project Note Resolution shall have the same meanings given to such words and terms as determined in said Project Note Resolution, except to the extent words and terms are otherwise defined herein.

**Section 103. Other Definitions.** The following terms shall have the meaning assigned to such term in the preamble hereof:

"Act"	"USDA "
"Authority"	"USDA Funds"
"Township"	"2016 Project"
"Project"	"2016 Project Note"
"Project Note Resolution"	"2016 Supplemental Resolution"
"Resolution"	

As used or referenced to, and unless the context clearly indicates a different meaning or use, in this 2016 Supplemental Resolution:

"Paying Agent" means TD Bank, Cherry Hill, New Jersey, as appointed pursuant to Section 306 hereof.

"Registrar" means TD Bank, Cherry Hill, New Jersey, as appointed pursuant to Section 306 hereof.

"State" means the State of New Jersey.

"Trustee" means TD Bank, Cherry Hill, New Jersey, as appointed pursuant to Section 306 hereof.

"Underwriter" shall have the meaning set forth therefore in Section 307 hereof.

**Section 104. Incorporation of Project Note Resolution.** This 2016 Supplemental Resolution supplements and amends the Project Note Resolution. The Project Note Resolution, as amended herein, is incorporated herein by reference thereto.

(End of Article I)

## ARTICLE II

### Determinations By and Obligations of the Authority

**Section 201. Authority for 2016 Supplemental Resolution.** This 2016 Supplemental Resolution is adopted pursuant to the Act and the Project Note Resolution, and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this 2016 Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the Project Note Resolution to further secure the payment of the principal or redemption price of and interest on the 2016 Project Note.

**Section 202. 2016 Project Note to Constitute Project Notes.** The 2016 Project Note shall constitute Additional Project Notes and are therefore deemed to be Project Notes, as such terms are defined in the Project Note Resolution. The 2016 Project Note shall be issued pursuant to and in accordance with the Project Note Resolution.

**Section 203. Project Note Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the 2016 Project Note by those who shall hold the same from time to time, the provisions of the Project Note Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the 2016 Project Note; the pledge made in the Project Note Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the 2016 Project Note, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the 2016 Project Note over any other thereof except as expressly provided in or pursuant to the Project Note Resolution.

(End of Article II)

## ARTICLE III

### **Authorization, Purpose, Execution and Issuance of 2016 Project Note**

**Section 301. Authorization, Designation and Purpose of the 2016 Project Note.** The 2016 Project Note of the Authority in the principal amount of not to exceed \$4,200,000 is hereby authorized to be issued pursuant to Sections 301 and 311 of the Project Note Resolution, such 2016 Project Note to be designated "Project Note (Series 2016)". The 2016 Project Note is authorized and will be issued to provide funds for the cost of the 2016 Project.

**Section 302. Description of 2016 Project Note; Delegation of Sale of 2016 Project Note.**

(1) Terms. The 2016 Project Note shall be dated and shall bear interest, and shall mature and be subject to redemption, as provided by subsequent resolution of the Authority or a certificate of the Executive Director executed upon consultation with the Chairperson (the "Certificate") duly adopted or executed, as applicable, prior to the authentication and the delivery upon original issuance of the 2016 Project Note. Such Certificate may contain such other terms and provisions with respect to the 2016 Project Note that are not established by the terms of the Project Note Resolution or by the terms hereof and that are not inconsistent with the provisions thereof or hereof provided that it is consistent with the terms and conditions set forth in the application for which positive findings were made by the Local Finance Board in the Division of Local Government Services, New Jersey Department of Community Affairs on January 13, 2016.

(2) Denomination and Place of Payment. The 2016 Project Note shall be issued in fully registered form, without coupons, and in the denomination of one note for the maturity thereof. The principal of the 2016 Project Note shall be payable to the registered owner thereof, or registered assigns, at maturity upon presentation and surrender of the 2016 Project Note at the principal corporate trust office of the Paying Agent. Interest on the 2016 Project Note will be paid to the registered owner by check and such payment will be mailed by the Paying Agent to such Registered Owner at the most recent address appearing on the registration books of the Authority. All other terms and conditions with respect to the payment of the principal of and interest on the 2016 Project Note shall be as provided in the Project Note Resolution.

(3) Form of 2016 Project Note. The 2016 Project Note shall be in substantially the form contained in Section 313 of the Project Note Resolution.

**Section 303. Application of 2016 Project Note Proceeds.** The proceeds of the 2016 Project Note, including accrued interest on such 2016 Project Note, if any, and including any premium payable to the Authority thereon, if any, shall be applied simultaneously with the delivery of such 2016 Project Note as directed by written order of the Chairperson, Vice Chairperson or Treasurer of the Authority.

**Section 304. Execution of 2016 Project Note.** The 2016 Project Note is hereby authorized to be executed in accordance with the provisions of Section 304 of the Project Note Resolution.

**Section 305. Authentication of 2016 Project Note.** The 2016 Project Note is hereby authorized to be authenticated in accordance with the provisions of Section 305 of the Project Note Resolution.

**Section 306. Appointment of Trustee, Paying Agent and Registrar.** In accordance with the provisions of Article VI of the Project Note Resolution, TD Bank, Cherry Hill, New Jersey (the "Bank") is hereby appointed Trustee, Paying Agent and Registrar for the 2016 Project Note. The Bank shall accept and shall carry out its duties and obligations as Trustee, Paying Agent and Registrar as provided in and as required by the terms of the Project Note Resolution.

**Section 307. Appointment of Underwriter.** The Chairperson, Executive Director and Secretary of the Authority are hereby authorized, with the advice of Bond Counsel, to determine the method of sale of the 2016 Project Note. To the extent that the 2016 Project Note is sold on a negotiated basis, the Chairperson, Executive Director and Secretary of the Authority are hereby authorized, with the advice of Bond Counsel, to determine the underwriter (the "Underwriter") to whom the 2016 Project Note will be sold in accordance with the terms of the Purchase Agreement (as hereinafter defined). The Underwriter shall be compensated in accordance with the Purchase Agreement. Such determination of the Underwriter, if any, shall be included in the terms and provisions set forth in the Certificate.

**Section 308. Approval of Purchase Agreement.** The Chairperson, Executive Director and Secretary of the Authority are, and each of them is hereby, authorized and directed to negotiate, execute and deliver a purchase agreement (the "Purchase Agreement") with the Underwriter, if applicable. Such Purchase Agreement, along with the Certificate, shall determine the terms and conditions relating to the sale of the 2016 Project Note, including the rate of interest to be borne by the 2016 Project Note and the underwriter's discount, if any, which is payable to the Underwriter in connection with the sale of the 2016 Project Note; provided however, that without the further authorization of the Authority, the net interest cost to be borne by the 2016 Project Note shall not exceed five per centum (5.00%) per annum and the Underwriter's discount for the 2016 Project Note shall not exceed \$3.00 per \$1,000 principal amount of such 2016 Project Note. The 2016 Project Note shall be delivered to the Underwriter at such time and place as shall be determined by the Authority, subject to the terms and conditions of the Purchase Agreement. The Chairperson, Executive Director and Secretary of the Authority are, and each of them is, hereby authorized and directed to do and perform all things and execute all papers in the name of the Authority, and to make all payments necessary or in their opinion convenient, to the end that the Authority may carry out its obligations under the terms of said Purchase Agreement.

**Section 309. Authorization of Official Statement.** The auditor and Bond Counsel to the Authority are hereby authorized to prepare a preliminary Official Statement and final Official Statement, if necessary, in order to assist the Authority and the Underwriter with the marketing of the 2016 Project Note. The Chairperson, Vice Chairperson and Executive Director of the

Authority are, and each of them is, hereby authorized and directed to execute and permit the distribution of a Preliminary Official Statement and a final Official Statement, in the name and on behalf of the Authority to the Underwriter.

(End of Article III)

## ARTICLE IV

### Continuing Market Disclosure; Miscellaneous

**Section 401. Continuing Market Disclosure.** Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the 2016 Project Note is not exempt from the Rule and provided that the 2016 Project Note is not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the 2016 Project Note remains outstanding (unless the 2016 Project Note has been wholly defeased), the Authority shall provide for the benefit of the holders of the 2016 Project Note and the beneficial owners thereof, in a timely manner not in excess of ten business days after the occurrence of the event, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to the 2016 Project Note:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this 2016 Supplemental Resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The Executive Director or Chairperson are hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this 2016 Supplemental Resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule or would have been in compliance with the Rule if such amended undertaking had been entered into at the time of the issuance of the 2016 Project Note.

In the event that the Authority fails to comply with the Rule or the written contracts or undertakings specified in this 2016 Supplemental Resolution, the Authority shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

**Section 402. Additional Acts.** The Chairperson and any other officer of the Authority, and the staff and consultants of the Authority are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the Project Note Resolution in connection with the issuance, sale and delivery of the 2016 Project Note.

**Section 403. Covenant of Authority as to Compliance with Federal Tax Matters.** The Authority hereby covenants that it will take all actions within its control that are necessary to assure that interest on the 2016 Project Note is excludable from gross income under the Code and the Authority will refrain from taking any action that would adversely affect the exclusion of interest on the 2016 Project Note from gross income under the provisions of the Code.

**Section 404. Miscellaneous.** A copy of this 2016 Supplemental Resolution shall be available for public inspection at the offices of the Authority. The Secretary of the Authority is hereby directed to publish a notice of adoption of this 2016 Supplemental Resolution in accordance with the provisions of N.J.S.A. 40:14B-28. The Secretary of the Authority is hereby further directed to file a copy of this 2016 Supplemental Resolution in the office of the Clerk of the Township of Lower, New Jersey.

**Section 405. Effective Date.** This 2016 Supplemental Resolution shall take effect immediately.

(End of Article IV)

**EXHIBIT A**

Phase I of the East Villas Water Main extension project, including installation of approximately 27,579 feet of water mains, to connect approximately 547 new users and approximately 47 fire hydrants to the Authority's water system, including all work and materials necessary therefor and incidental thereto.

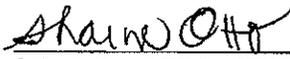
Moved by: Frisoli

Seconded by: Bitting

**RECORDED VOTE:**

	O'CONNOR	FRISOLI, JR.	BITTING	SHEFTZ	HENDERSON
<b>MOTION</b>		X			
<b>SECOND</b>			X		
<b>AYES</b>	X	X	X	X	X
<b>NAY</b>					
<b>ABSENT</b>					
<b>ABSTAIN</b>					

The foregoing resolution is a true and complete copy of a resolution of the Authority adopted at a meeting thereof duly called and held on February 3, 2016.

  
\_\_\_\_\_  
SHARON OTTO, SECRETARY

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

RESOLUTION # 2016-69

**TITLE: A RESOLUTION OF THE TOWNSHIP OF LOWER AWARDING FINAL CONTRACT YEAR 2016 WITH S. VITALE PYROTECNICO INDUSTRIES, INC. TO PROVIDE FIREWORKS**

**WHEREAS**, 2014-04 Notice to Bidders for the 2014 Independence Day Firework Show and Barge Included a 2<sup>nd</sup> and 3<sup>rd</sup> Year Option, was advertised on March 12, 2014 and accepted on March 25, 2014 at 11:00 a.m.; and

**WHEREAS**, One (1) sealed bid was submitted and reviewed by the QPA and the Recreation Director and the bidder has 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:

Current Budget- 6-01-30-420-254

CFO Signature:



**WHEREAS**, the Township desires to enter into the final year of the Agreement (the "Agreement") with S. Vitale Pyrotecnico Industries, Inc. with the terms and conditions set forth on EXHIBIT A attached hereto.

**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 to the as follows:

**AWARD TO: S. VITALE PYROTECHNIC INDUSTRIES INC.**

**TOTAL AWARD: \$43,500.00 INCLUDES BARGE**

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

**2016 Final Year Fireworks Independence Day Event Contract**  
**AGREEMENT FOR PROVISION OF FIREWORKS**  
**IN ACCORDANCE WITH BID #2014-04**

THIS AGREEMENT is entered into on the 17th day of February 2016, by and between TOWNSHIP OF LOWER, a municipal corporation with offices located at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter referred to as "Township") and PYROTECNICO, a New Jersey corporation with offices located at P.O. Box 149, New Castle, Pennsylvania 16103 (hereinafter referred to as "Pyrotecnico").

WHEREAS, the Township requires a fireworks display to be launched in the Delaware Bay on July 3, 2016 (the "Fireworks Display"), which is a highly specialized and qualitative service requiring a certain level of expertise, extensive training and a proven reputation in the field of fireworks display.

WHEREAS, the Township has selected Pyrotecnico to provide the Fireworks Display based upon its response to a Sealed Bid, Pyrotecnico being the only respondent, 2016 will be the final year of the three year contract ending with 2016 option and on the strong recommendations received from other governmental entities that display of fireworks in the State of New Jersey;

WHEREAS, the Township therefor desires to enter into a contract with Pyrotecnico for the Fireworks Display in accordance with the terms and conditions set forth herein; and

WHEREAS, this Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

1. Scope of Services. Pyrotecnico agrees to provide and perform certain specialized services for Township in accordance with the terms and conditions of the Pyrotecnico Contract attached hereto as EXHIBIT A and incorporated herein by this reference as well as in conformance with this agreement and Bid No. 2014-04, the terms of which are also incorporated herein by reference. These items shall constitute the contract by and between the parties (the "Contract"). All terms and conditions of the Pyrotecnico Contract and the BID shall remain in full force and effect unless in conflict with this Agreement, in which case the terms of this Agreement shall control, or unless specifically modified by this Agreement.

2. Barge Company. Pyrotecnico shall also contract with a fully licensed and qualified Barge Company (the "Barge Company") to provide the barge services necessary for the Fireworks Display. Pyrotecnico shall be responsible for the Barge Company and all services to be provided by the Barge Company in connection with the Fireworks Display. The fireworks necessary for the Fireworks Display shall be loaded within Lower Township at the Dock of Cape Fisheries for display on the evening of July 3, 2016.

3. Scheduling Issues. The scheduled Fireworks Display shall be Sunday July 3, 2016, with a window start time of between 9:00 P.M. and 10:00 P.M. It will be determined by 6:00 A.M. on July 3, 2016 as to whether the Fireworks Display can occur due to weather conditions. In the event that the Fireworks Display is cancelled because of weather conditions, which determination shall be made by Pyrotecnico in consultation with the Township Manager, Fire Official and Chief of Police, all in accordance with the terms of the BID, a rain date will be determined if feasible.

4. Compensation. As a fee for providing the Fireworks Display, the Township shall pay to Pyrotecnico the sum of **FORTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$43,500.00)**, which shall be due and payable on or before **July 7, 2016**. From this amount, Pyrotecnico shall compensate the Barge Company for its fee in providing the transportation services necessary for the Fireworks Display.

5. Assignment. Services provided under this Agreement and the Contract is for the exclusive use of Township. Neither Township nor Pyrotecnico shall assign its interest in this Agreement or the Contract without the written consent of the other.

6. Severability. The terms, conditions, covenants, and provisions of this Agreement and Contract shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

7. Other Agreements. This Agreement, the Pyrotecnico Contract and BID No 2014-04, represent the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Agreement as compiled shall be enforceable unless the same shall be in writing and signed by the parties hereto.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Choice of Law/Venue. This Agreement, the Pyrotecnico Contract and BID # 2014-04 shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret This Agreement, the Pyrotecnico Contract and BID No 2014-04 shall be brought in the Superior Court of New Jersey, Cape May County and any language in any compiled document to the contrary is hereby superseded by this provision and of no force or effect.

10. Waiver. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them under or connected with this Agreement or Contract or any of the provisions or any negotiations in connection therewith.

11. Paragraphs. The titles to paragraphs of this Agreement are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Agreement.

12. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

13. Approval by Township Council. This Agreement is contingent upon approval by the Township Council of the Township of Lower, Cape May County.

14. Compliance with Laws and Regulations. During the performance of this Agreement, Pyrotecnico agrees as follows:

A. Pyrotecnico, or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Pyrotecnico will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Pyrotecnico agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. Pyrotecnico, or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Pyrotecnico, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

C. Pyrotecnico, or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of Pyrotecnico's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Pyrotecnico, or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

E. Pyrotecnico, or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

F. Pyrotecnico, or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

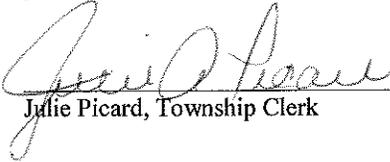
G. Pyrotecnico, or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

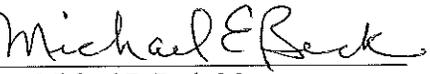
H. Pyrotecnico, or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the date first above written.

ATTEST:

TOWNSHIP OF LOWER

  
\_\_\_\_\_  
Julie Picard, Township Clerk

BY:   
\_\_\_\_\_  
Michael E. Beck, Mayor

ATTEST:

PYROTECNICO

\_\_\_\_\_  
, Secretary

BY: \_\_\_\_\_  
Representative

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

RESOLUTION # 2016-70

TITLE: **CONTRACT AWARD FOR FERTILIZER/SLICE SEED APPLICATIONS FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP 2<sup>ND</sup> YEAR OPTION**

**WHEREAS**, the Township awarded a bid for Fertilizing/Slice Seed for Township of Lower Grounds and Parks as per Resolution #2015-81 to Tru-Green for 2016 with an option for 2017; and

**WHEREAS**, the Township requires to add the Millman Center, 209 Bayshore Road, Villas, NJ property to the 2016 contract for \$1,130.00 annually; and the Recreation Department may need an occasional Vegetation control for the Playground areas at a fee of \$150.00 per site on an as needed basis; and

**WHEREAS**, the CFO has determined sufficient funds are available in the budget as follows:

Appropriation # : 6-01-28-370-281

CFO Signature:



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

**AWARD TO: TRUGREEN**  
**TERM: February 17, 2016-December 31, 2016**  
**TOTAL: \$15,670.00**

**BE IT FURTHER RESOLVED**, the contract shall be awarded based on the original bid, for 2016 at \$14,540.00 and will include the Millman Center property at an additional \$1,130.00 for a total of \$15,670.00.

**BE IT FURTHER RESOLVED**, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
 REVISED  
 RESOLUTION #2015-81

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR FERTILIZER/SLICE SEED APPLICATIONS FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP**

WHEREAS, the Township advertised bids for the Fertilizer/Slice Seed Application for Various Locations in Lower Township for the 2015 & 2016 including a third year 2017 Option; and

WHEREAS, bids were advertised on February 4, 2015 and accepted on February 18, 2015 at 10:00 a.m. the Township received one (1) sealed bid; and

WHEREAS, the bid was reviewed by the Solicitor David Stefankiewicz and the Recreation Director, and

WHEREAS, the CFO has certified the availability of funds as evidenced by her signature below:

  
 Lauren Read, CFO

5-01-28-370-281  
 Budget Account

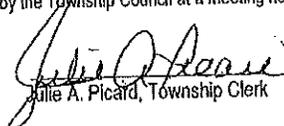
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

AWARD TO:	TRUGREEN
TERM:	February 1, 2015- December 31, 2015
TOTAL:	\$14,096.00

BE IT FURTHER RESOLVED, the contract may be extended with TRUGREEN up to two additional one year increments covering 2016 at a fee of \$14,540.00 and 2017 fee of \$14,540.00 but only after approval by resolution of the governing body in each year of extension based on the availability of the current year appropriations.

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on March 21, 2015.

  
 Julie A. Picard, Township Clerk

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

2015-02 PROPOSAL PAGE

Fertilizing and Slice Seeding  
2015/2016 w/2017 Option

Maintenance Contract

The undersigned hereby declares that they have carefully read the documents attached and they fully understand Instructions to Bidders and Technical Specifications and will strictly adhere to all terms and conditions of said documents if awarded a contract therefore.

BID 2015 Year

Total Bid: \$ 14,096  
In Numbers  
Fourteen thousand AND NINEHUNDRED SIX Dollars  
In Words

BID 2016 (2<sup>nd</sup>) Year Option

Total Bid: \$ 14,540  
In Numbers  
Fourteen thousand FIVE HUNDRED & FORTY Dollars  
In Words

BID 2017 (3<sup>rd</sup>) Final Year Option

Total Bid: \$ 14,540  
In Numbers  
Fourteen thousand FIVE HUNDRED & FORTY Dollars  
In Words

Vincent Mastantuno Signature  
BDR 5808 Title  
1250 Imperial Way - Norwalk, CT 06866 Address  
Vince MASTANTUNO Contact Person  
36-373-4669 Tax ID#

Vincent Mastantuno Printed Name  
2-12-15 Date  
TRUGREEN Name of Firm  
609-352-8359 Telephone  
Vincemastantuno@trugreenmail.com E-mail

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial below if included

Copy of License: ls  
Copy of Insurance: ls  
MSDS Sheets: ls



Katie Krause

6093528359

Customer Information

Bill To:

Lower Township- Millman Center

Twp of Lower 2600 Bayshore Rd  
Villas, NJ 08251  
USA

Service Location:

209 Bayshore Rd  
Villas, NJ 08251  
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Lower Twp/Millman Center	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$75.00
Lower Twp/Millman Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$75.00
Lower Twp/Millman Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$75.00
Lower Twp/Millman Center	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$75.00
Lower Twp/Millman Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$75.00
Lower Twp/Millman Center	Fall Seeding	6		\$565.00
Lower Twp/Millman Center	Vegetation Control	5		\$100.00
Lower Twp/Millman Center	Lime Application	7		\$90.00
Subtotal				\$1,130.00
Total Sales Tax Amount				\$0.00
Grand Total				\$1,130.00

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price Increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH:** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, moving and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen Limited Partnership

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 REPRESENTATIVE/GENERAL MANAGER

Print Name: Michael E Beck Date: 2-17-2016  
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

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

RESOLUTION # 2016-71

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR LANDSCAPING SERVICES  
FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP**

**WHEREAS**, per Resolution #2015-80, the Township awarded a bid for Landscaping Services for Various Locations in Lower Township at \$45,800.00 for the years 2015 & 2016 including a Third year 2017 Option; and

**WHEREAS**, the Recreation Department added weekly lawn service for the Township Pool and weekly hand weeding for newly installed mulch beds at the Recreation Playground at an additional \$1,685.00; and

**WHEREAS**, the CFO has certified the availability of funds as evidenced by her signature below:

  
Lauren Read, CFO

6-01-28-370-281  
Budget Account

**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 contract is hereby awarded:

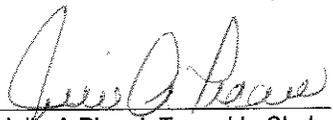
**AWARD TO:** DOUGLASS LANDSCAPING SERVICES LLC  
**TERM:** February 17, 2016- December 31, 2016  
**TOTAL:** \$47,485.00 per year

**BE IT FURTHER RESOLVED**, the 2016 contract shall be awarded based on the original bid for \$45,800.00 and will included the additional services at \$1,685.00 for a total of \$47,485.00; and

**BE IT FURTHER RESOLVED**, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 17, 2016.

  
Julie A Picard, Township Clerk

**2<sup>nd</sup> Year Option 2016**  
**Landscaping Services for Various Locations in Township of Lower**  
**2015/2016 Season with 2017 option**

**INTENT & PURPOSE**

The Township has awarded the bid as per Resolution #2015-80 to Douglass Landscaping for the Landscaping Services for various locations in Lower Township. Including any Township owned grounds and Parks from April 1, 2015 through October 31, 2015, listed on the attached schedule with designated Map Identification.

**CONTRACT TERMS**

The initial term of this contract shall be from **February 1, 2015 and continuing through December 31, 2015**. Providing the performance under this contract is satisfactory and the contractor complies with the requirements of the specifications, the contract may be extended for two (2) additional years, in one (1) year optional increments beginning in February 1, 2016 and continuing through December 31, 2016 and February 1, 2017 through December 31, 2017. The option to extend the contract shall be at the sole discretion of the Township of Lower and shall be enacted by resolution authorized by the Township Council. The contract may be canceled for unacceptable performance at any time.

The contractor shall be required to provide adequate supervision during all service hours. The daily on site supervision shall be adequate to assure full compliance with these specifications and to be responsible for the activities of the contractor's employees.

**SUBMISSION OF PROPOSALS**

An experience and equipment statement, prepared in a letter or report format, which shall clearly furnish the following information, shall accompany the Proposal Form:

- The contractor shall protect and indemnify the Township of Lower, New Jersey and its agents or employees against any claims of liability arising from or based on the violations of laws, regulations or ordinances, whether committed by the contractor or their employees, agents or authorized representatives.
- Public Works Contractor Certificate
- Certificate of Insurance listing the Township of Lower as additionally insured.

**SCOPE OF WORK**

The work under this contract includes the furnishing of all labor, materials and equipment necessary or required to provide the following; lawn cutting, edging and trimming of grass landscape. Flower bed maintenance including Mulch. Price options will include Fall and Spring Clean-up. Maintenance schedule **April 1, 2016 and December 31, 2016** described herein:

*Exact locations and responsibilities established by the Township on attached list and Map ID locations.*

The contractor shall comply with all local, County, State, and Federal laws, regulations, rules, standards or lawful orders which may govern upon the work required to complete the maintenance of these areas. The contractor must possess a current New Jersey contractor's license filed with the State of New Jersey.

At the commencement of this contract the contractor shall designate a foreman as the lead contact responsible to receive and respond to all questions, comments or requests from the Township concerning the task covered by this contract or additional services.

**INSPECTION/MANDATORY MEETINGS**

Every Monday, or an otherwise agreed upon date, the foreman will meet with the Township Manager or his designee to observe all areas under contract. The purpose of this meeting shall be to evaluate the work performed. The Contractor is required to provide the Township Manager or his designee a weekly attendance/or daily checklist/log for all locations awarded at the meeting.

**SCHEDULE FOR LAWN CUTTING TIERS**

Tier One:	Includes up to 31 Cuts per season
Tier Two:	Includes up to 17 Cuts per season
Tier Three:	Includes up to 12 Cuts per season

All Tiers will be subject to total cuts per season per property. At the discretion and approval of the Township the contractor may interchange the cuts within each tier if needed.

Lawn Areas shall be cut at a height of not less than 2.5". Do not remove more than 1/3 the blade of grass at any one time. Short grass requires frequent watering and promotes weed penetration. All turf/grass shall be mulched, not bagged. Any clumps must be blown or raked to avoid damage to the turf/grass. Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from edging operations shall be swept cleaned and all debris removed from location. All curbs and sidewalks shall be kept free of debris, grass clippings, branches, leaves and other undesirable matter.

The contractor shall be PROHIBITED from blowing debris into the sidewalk, gutter and/or street. If the debris does enter onto the street and/or gutter the Contractor shall be responsible to ensure that it is removed prior to their workers leaving the job site. The Contractor shall be responsible for the proper and timely upkeep, care, and maintenance of all lawn areas covered by this contract.

All vehicles and equipment utilized under this portion of the contract shall be appropriately sized for the quality and type of work that is being performed. It shall be the contractor's sole responsibility to choose the appropriate sized equipment for the application that it is being utilized for. The contractor shall minimize the damage to the plots, shrubbery and sprinkler heads by utilizing the appropriate equipment.

All lawnmower blades shall be acceptably sharp to avoid tearing of turf grass fibers. Grass trimmers or other means as necessary to provide a manicured and neat appearance shall trim lawn areas that are inaccessible by mechanical mowers. Large riding and sled type mowers shall not be utilized, as determined by the Township designee(s), when the size of the plots and locations of the sprinkler heads do not warrant such equipment, to safely and properly maintain said plots.

Mowing operations shall include trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs and parking areas. Weed eaters shall *not* be used around trees, shrubs or any desirable plant material. Any damaged plants or property shall be fully repaired or replaced

#### **LANDSCAPING BEDS**

Mulch beds shall be fully weeded by hand in the spring. Thereafter, all beds shall be kept weed free through hand weeding.

#### **PLANT CARE**

Prune any damaged, conflicting, superfluous or dead branches of trees or shrubs when observed. Prune any sucker growth on trees when observed. All cuts shall be made with the appropriate tool. All blades shall be sharp. Cuts shall be made at the edge of the branch collar or just beyond a vegetative bud or stem. Cutting which results in a stub greater than one-half inch or a flush wound shall be avoided. The contractor shall be responsible for the treatment or replacement of improperly pruned trees or shrubs.

#### **BENCHES AT BEACH ACCESS LOCATIONS NORTH CAPE MAY**

Maintain clear access to the permanent sitting benches between Lincoln and Emerson Avenue North Cape May Bay front, without disturbing the dune, using a string trimmer to maintain a clean and neat appearance throughout the season.

#### **DEFICIENCIES IN SERVICE, VIOLATIONS AND LIQUIDATED DAMAGES**

The Township designee which will be the Township Manager or his designee shall notify the contractor's appointed supervisor/manager concerning any areas which have not been maintained in accordance with these specifications, or consistent with professional and acceptable lawn maintenance standards, whether or not specifically listed herein. Notification shall be in the form of either a telephone call, e-mail, weekly inspection report, which will be issued from the Township Manager or his designee.

All deficiencies shall be corrected by the contractor within 24 hours of notification, or the Township reserves the right to correct the deficiency using its own personnel and to deduct the cost from the contractor's payment. The contractor shall be held responsible for all damages incurred to Township and the adjoining private properties during the course of this contract. The Township shall have the right to implement any additional notification procedure that shall be deemed necessary.

Repeated failures to perform work covered by these specifications shall result in the possible termination of the contract. Failure to correct or perform work covered by these specifications shall result in the following deduction of fee or fine of \$50.00 per day, per location.

#### **REPLACEMENT OF DAMAGED PLANTS, SHRUBS AND SPRINKLER HEADS**

The Contractor shall be solely responsible for the replacement of any plants, shrubs, sprinkler heads that may be damaged due to improper performance of designated maintenance activities. In such a case, the Contractor must notify the Township representative and shall specify in accordance to these specifications, the cost, type of damage, when and how the replacements are to be made by the contractor.

In all cases of damaged plants, sprinkler heads and other public and private property damage, the decision of the Township regarding proper handling of the damaged item shall be final. Notification of damages to the Township Manager or his designee shall be made within 24 hours of the incident.

#### **INSURANCE REQUIREMENTS:**

- |   |             |
|---|-------------|
| A. Commercial General Liability   | \$1,000,000 |
| B. Automobile Liability   | \$1,000,000 |
| C. Workers Compensation   | Statutory   |
| D. Municipality and Lower Township Board of Education to be named as "Additional Insured" |             |
| E. 60 day's notice of cancellation  |             |
- Hold Harmless Agreement included in contract

#### **End of Section**

**2016 2<sup>nd</sup> Year Option**  
**PROPOSAL PAGE**

**Landscaping Services for Various Locations in Township of Lower**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the contract bid specification and made part hereof:

The initial term of this contract was awarded by Resolution #2015-80 for the first (1<sup>st</sup>) year option of February 1, 2015 and continuing through December 31, 2015 for providing that the performance under this contract is satisfactory and that the contractor complies with the requirements of the specifications.

The Township would like to enter into the 2<sup>nd</sup> year option (2016) beginning February 17, 2016 and continuing through December 31, 2016. The option to extend the contract for the final year 2017 shall be at the sole discretion of the Township of Lower and shall be enacted by a resolution of award by the Township Council.

Addendum to Contract adding services requested by Recreation Superintendent, Mitch Plenn:  
Services for the Township Pool Location will be provided on a weekly basis  
Weekly hand weeding to area around Recreation Department Playground

**2016 YEAR Total Price Proposal for Grounds and Park Bid Maintenance**

<u>\$45,800.00 Original Bid</u>		
<u>\$1,685.00 Additional Services</u>	<u>Total 2016</u>	<u>\$47,485.00</u>

DOUGLAS LANDSCAPING SERVICES, LLC.  
Company Name

~~080222000~~ 270 229497  
Federal I.D. # or Social Security #

1213 EMERSON AVENUE, N. CAPE MAY, NJ 08204  
Address

2/16/16  
Date

  
Signature of Authorized Agent

Ryan Douglas  
Type or Print Name

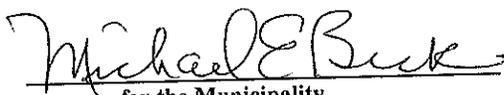
**INDEMNITY CLAUSE**  
**(Hold Harmless Agreement)**

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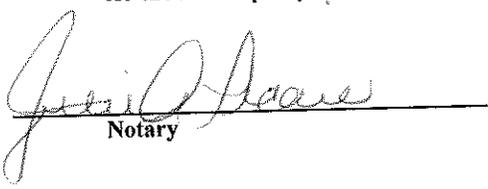
To the fullest extent permitted by law DOUGLASS LANDSCAPING SERVICES, LLC  
(Name of Contractor/Vendor)

*Agrees to defend, pay on behalf of, indemnify, and hold harmless the Township of Lower, Lower Township School District, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Township of Lower against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township of Lower, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Township of Lower, bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract."*

By:   
For the Contractor

  
for the Municipality

\_\_\_\_\_  
Notary

  
Notary

**Douglass Landscaping Services, L.L.C.**

1213 Emerson Avenue  
North Cape May, NJ 08204



ADDRESS  
Mr. Mitch Plenn  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

**ESTIMATE 1080**

DATE 02/10/2016

DATE	QTY ACTIVITY	RATE	AMOUNT
02/10/2016	1 Regular as needed hand weeding of new mulch beds around Lower Township Recreation playground area	775.00	775.00
02/10/2016	14 TOWNSHIP POOL LOCATION ONLY - Lawn Cut, Weedwacked, Edged, and Cleaned Up - Current Cutting Schedule is "Tier 2 Bi-weekly(17 cuts)"- this pricing is to change the cutting schedule to "Tier 1 Weekly(31 cuts) by adding an additional 14 cuts	65.00	910.00

*Please review the following estimate at your convenience. Should you have any questions, changes or issues, please feel free to contact me at any time.*

*Thank you kindly for the opportunity. We appreciate it very much!*

Ryan Douglass, Owner/Operator  
Douglass Landscaping Services, L.L.C.

**TOTAL**

**\$1,685.00**

Accepted By

Accepted Date

DOUGLASS LANDSCAPING SERVICES, L.L.C.  
1213 Emerson Avenue, North Cape May, NJ 08204  
Phone: (609) 374-0064 Fax: (609) 846-7774  
Email: Ryan@DouglassLandscaping.com  
Website: www.DouglassLandscaping.com

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

RESOLUTION # 2016-72

TITLE:

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

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

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

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

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

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

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

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

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

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

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

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

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

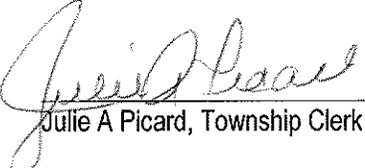
**NOW, THEREFORE, BE IT RESOLVED** by the Township council of the Township of Lower, assembled in public session on February 17, 2016 that an Executive Session closed to the public shall be held on this date at approximately 8:10 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas 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		x			
PERRY			x			
SIMONSEN		x	x			
CLARK			x			
BECK			x			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 20, 2016.

  
Julie A Picard, Township Clerk