

Signed Resolutions – March 21, 2016

Res. #2016-87 Payment of Vouchers \$ 889,875.86  
Res. #2016-88 Resolution Requesting Release of a Dumpster Bond for Power Home Remodeling (\$500)  
Res. #2016-89 Bid Acceptance and Contract Award for Heating and Air Conditioning Service Hourly for Various Locations in Lower Township on an As-Needed Basis (Multi-Temp Mechanical \$80 normal/\$115 after normal hours)  
Res. #2016-90 A Resolution Authorizing the Fourth Annual Escape the Cape Triathlon Scheduled for June 12, 2016  
Res. #2016-91 A Resolution Approving a Three Year Extension To The Management Agreement By And Between The Township of Lower And Friends of Fishing Creek School, Inc.  
Res. #2016-92 Authorizing the Payout of Terminal Leave (Z.Magnavita \$494.20)  
Res. #2016-93 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$23,000 Body Worn Camera Assistance Program)  
Res. #2016-94 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$2,400 Atlantic County JIF Safety Incentive Award)  
Res. #2016-95 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$1,000 Atlantic County JIF Wellness Incentive Award)  
Res. #2016-96 A Resolution of Support for Garden State Parkway, Contract No. P300.309 Interchange 0 Improvements; New Jersey Turnpike Authority  
Res. #2016-97 Approval of Seashore Community Church of the Nazarene's Request to Conduct a Flea Market/Spring Festival (May 7, 2016)  
Res. #2016-98 Contract Award with Advanced Electronic Design d/b/a Patrol PC for 46 Forty-Six Police Body Cameras (\$89,951.)  
Res. #2016-99 A Resolution Approving Payment of Year Two on an Inter-local Service Agreement Between the Township of Lower and Lower Township Fire District #3 (\$10,000)  
Res. #2016-100 A Resolution Authorizing the Purchase of Certain Real Property Located in the Township of Lower (4 Clearwater Dr \$200,000 plus \$1,000 towards closing)  
Res. #2016-101 Authorizing Payment of 2016 Pension Amounts Due (\$601,226 PERS & \$903,083 PFRS)  
Res. #2016-102 Resolution Approving Purchase of One (1) 45 Foot 2005 East Walking Floor Trailer From the Cape May County Municipal Utilities Authority (\$22,500)  
Res. #2016-103 Under 3% Emergency Resolution (N.J.S.A. 40A:4-48) (Capital Improvements – Excluded from CAPS)  
Res. #2016-104 Amending Resolution #2015-370 State Health Benefits Program (Certain Retirees will be subject to the terms of Chapter 78)  
Res. #2016-105 Approval for Payment to Lower Cape May Regional School District for Fifty Percent (50%) of a Portable Scoreboard  
Res. #2016-106 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. **Collective Bargaining Agreement Update / Lease of Real Property – Public Safety Building**  
Res. #2016-107 **TABLED**  
Res. #2016-108 **TABLED**

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

RESOLUTION #2016- 87

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
EDWARD STRING	16-00647	CONTRACTUAL REIM	56942	\$1,698.96

Total Manual Checks	\$ 1,698.96
Total Computer	\$ 888,176.90

Total Bill List \$ 889,875.86

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
 Julie A Picard, Township Clerk



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00455 DALLAS BOHN			Continued					
	16-00569	03/02/16	2016 EQUIP. ALLOWANCE	Open	150.00	0.00		B
					300.00			
00784 CAPE MAY STAR & WAVE								
	16-00676	03/10/16	LEGAL PUBLICATION 2-24-16	Open	60.76	0.00		
	16-00679	03/10/16	LEGAL PUBLICATION 3-2-16	Open	26.04	0.00		
	16-00784	03/15/16	TAX SALE NOTICE 3-9-16	Open	1,242.48	0.00		
					1,329.28			
00807 CDW-GOVERNMENT INC*								
	15-03140	12/21/15	OFFICE SUPPLIES	Open	347.88	0.00		
00825 COMCAST*								
	16-00773	03/14/16	INTERNET SERVICE	Open	315.59	0.00		
	16-00792	03/15/16	FIRE SAFETY 8499050090215761	Open	129.85	0.00		
					445.44			
00929 C.M.C. CHAMBER OF COMMERCE								
	16-00484	02/24/16	SEMINAR	Open	20.00	0.00		
00933 CAPE MAY CO. COURT ADMIN. ASSN.								
	16-00456	02/22/16	DUES	Open	200.00	0.00		
00991 COLONIAL ELECTRIC SUPPLY*								
	16-00524	02/26/16	LIGHT BULBS/BALLAST	Open	205.27	0.00		
01075 COPIERS PLUS*								
	16-00470	02/22/16	COPIERS 2/20/16-05/19/16	Open	560.59	0.00		
01170 VERIZON WIRELESS* F/S								
	16-00618	03/07/16	CELL FIRE 1/27/16-2/26/16	Open	52.47	0.00		
01171 VERIZON WIRELESS - TOWNHALL								
	16-00629	03/07/16	IPHONE BILL 2/29/16-3/28/16	Open	859.06	0.00		
01200 DELTA DENTAL PLAN OF NJ								
	16-00672	03/10/16	FEBRUARY ADMIN	Open	1,156.00	0.00		
	16-00674	03/10/16	FEBRUARY 2016 DENTAL	Open	16,340.08	0.00		
					17,496.08			
01220 DRAEGER SAFETY DIAGNOSTICS*								
	16-00200	01/19/16	ANNUAL RECERTIFICATION	Open	169.00	0.00		
01254 JAMES DIETTERICH, II								
	16-00717	03/14/16	CONTRACTUAL REIMBURSEMENT- M	Open	39.00	0.00		
01372 GARY PLAYFORD								
	16-00786	03/15/16	AS PER RES 2015-91 REIMBURSEMT	Open	331.50	0.00		
01499 JOSEPH FAZZIO, INC*								
	16-00489	02/24/16	STEEL/ REPAIR/TRASH TRUCK BODY	Open	384.06	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01519 TOM FOLS ELECTRICAL CONTRACTOR*	16-00649	03/10/16	HOOK UP SHOP COMPRESSER	Open	625.00	0.00		
01530 FIRE DISTRICT #1	16-00778	03/15/16	2016 FIRE DISTRICT TAXES	Open	119,475.58	0.00		
01540 FIRE DISTRICT #2	16-00274	01/26/16	2016 FIRE TAXES	Open	373,636.00	0.00		
01550 FIRE DISTRICT #3	16-00779	03/15/16	2016 FD #3 TAXES	Open	160,500.40	0.00		
01590 FORD, SCOTT & ASSOCIATES*	16-00068	01/07/16	2016 AUDITOR RES 16-04 \$40k	Open	9,000.00	0.00		B
01641 GALL'S INC*	16-00432	02/16/16	TR909 PANTS	Open	209.97	0.00		
01653 GENTILINI FORD*	16-00095	01/08/16	PARTS FOR TRUCKS/JAN	Open	159.62	0.00		
01751 GRINDER WEAR PARTS, INC	16-00361	02/05/16	PARTS FOR RECYCLING TRUCKS	Open	3,506.54	0.00		
01781 HATCH MOTT MACDONALD, LLC*	15-01637	06/17/15	RES# 15-189 BIKE TRAIL ENGINR	Open	975.00	0.00		B
	15-02866	11/16/15	ENGINEERING FOR ROSEANN AVE	Open	7,740.00	0.00		B
					8,715.00			
01806 ANTHONY J HARVATT, II, ESQ	16-00543	03/01/16	BOARD SOLICITOR SALARY	Open	625.00	0.00		
	16-00615	03/07/16	RESOLUTIONS	Open	150.00	0.00		
					775.00			
01820 DARRIN D. HICKOK	16-00709	03/11/16	CONTRACTUAL REIMBURSEMENT-M	Open	122.08	0.00		
02025 HUNTER JERSEY PETERBILT*	16-00351	02/05/16	PARTS FOR TRUCKS/FEB.	Open	1,069.27	0.00		
02027 JESCO INC*	16-00195	01/19/16	FUEL LINES FOR LEAF VAC	Open	419.24	0.00		
02089 K-MART STORE #9133*	16-00632	03/07/16	GIFT CARDS- EASTER EGG PRIZES	Open	150.00	0.00		
02136 TED KINGSTON INC*	15-01130	05/06/15	DECEMBER 2015 RADIO MAINT	Open	549.70	0.00		
	16-00292	01/26/16	JANUARY 2016 MAINT. DPS	Open	540.27	0.00		
					1,089.97			
02140 KINDLE FORD LINC/MERC., INC.*	16-00369	02/05/16	PARTS FOR POLICE VEHICLES/FEB	Open	841.30	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02247 LAWSON PRODUCTS, INC.*								
	16-00358	02/05/16	SUPPLIES FOR DPW/FEB	Open	699.20	0.00		
02294 MARIE A. LOMONACO								
	16-00442	02/16/16	CONTRACTUAL REIMBURSEMENT-M	Open	172.20	0.00		B
02334 LOWER TWP CHAMBER OF COMMERCE								
	16-00710	03/11/16	LUNCHEON MEETING MAR 10,2016	Open	40.00	0.00		
02349 ROBERT LUBBERMAN								
	16-00614	03/07/16	BASKETBALL OFFICIAL	Open	195.00	0.00		
02541 ROBERT D. MARTIN, JR								
	16-00796	03/16/16	CONTRACTUAL REIMBURSEMENT- M	Open	112.47	0.00		
02615 BRETT MATTHEWS								
	16-00771	03/14/16	FIRE WALL PROTECTION/PD&TOWNHA	Open	2,515.98	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALIT*								
	16-00791	03/15/16	2016 LEAGUE MEMBERSHIP	Open	1,587.00	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*								
	16-00429	02/16/16	2016 MEMBERSHIP	Open	275.00	0.00		
03104 NORTHEAST IND.&MARINE SUPPLY*								
	16-00085	01/08/16	PARTS/RDS/SANT/RECY/JAN	Open	1,674.95	0.00		
03293 BLAINE PAYNTER								
	16-00677	03/10/16	CONTRACTUAL REIMBURSEMENT-M	Open	38.45	0.00		
03305 PEDRONI FUEL*								
	16-00620	03/07/16	NO LEAD GAS	Open	84.01	0.00		
03366 AMERI-GAS*								
	16-00613	03/07/16	PROPANE-BENNETTS-CONCESSION	Open	359.77	0.00		
03466 R & R SPECIALTIES								
	16-00459	02/22/16	MEDALS FOR SKILLS COMPETITION	Open	162.00	0.00		
03518 RIGGINS, INC.*								
	16-00619	03/07/16	OFF HIGHWAY DIESEL	Open	310.27	0.00		
	16-00788	03/15/16	OFF HIGHWAY DIESEL	Open	455.67	0.00		
					765.94			
03537 RUTGERS, THE STATE UNIVERSITY*								
	16-00545	03/01/16	ADJUSTMENT PROCESS/SALES COMP	Open	139.00	0.00		
03586 SCHEDULE SOFT								
	15-02974	12/01/15	CONTRACT EXTENTION 1/16-4/16	Open	780.00	0.00		
03683 SNAP-ON TOOLS*								
	15-03110	12/16/15	WHEEL BALANCER	Open	6,147.75	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03683			SNAP-ON TOOLS* Continued					
	16-00105	01/11/16	ATTACHMENTS FOR WHEEL BALANCER	Open	1,219.95	0.00		
					<u>7,367.70</u>			
03691			SJ COURT ADMINISTRATOR'S ASSN*					
	16-00526	02/26/16	DUES	Open	90.00	0.00		
03717			DEPT OF COMMUNITY AFFAIRS					
	16-00434	02/16/16	NJ UNIFORM CONSTRUCTION CODE	Open	50.00	0.00		
03844			GIACOMO TROMBETTA					
	16-00678	03/10/16	CONTRACTUAL REIMBURSEMENT-M	Open	62.45	0.00		
03985			VILLAS NAPA AUTO PARTS					
	16-00356	02/05/16	RDS/SANT/RECY/FEB.	Open	4,130.22	0.00		
03992			VAL-U AUTO PARTS LLC*					
	16-00353	02/05/16	RDS/SANT/RECY/DPW/FEB	Open	5,163.36	0.00		
04032			WESTERN TERMITE & PEST CONTROL*					
	16-00467	02/22/16	2016 PEST CONTROL TOWNSHIP	Open	1,584.00	0.00		
04097			CINTAS FIRST AID AND SAFETY*					
	16-00772	03/14/16	FIRST AID SUPPLY TOWNHALL	Open	283.20	0.00		
04176			CHRISTOPHER J WINTER SR*CALEA					
	16-00398	02/09/16	ACCRED. CONSULTANT- JAN	Open	450.00	0.00		
	16-00399	02/09/16	ACCRED. CONSULTANT- FEB	Open	450.00	0.00		
					<u>900.00</u>			
04300			W B MASON CO INC*					
	15-02185	08/27/15	OFFICE SUPPLIES	Open	47.98	0.00		
05081			SYSTEMS AND NETWORK ENGINEERS*					
	16-00770	03/14/16	2016 IT SUPPORT CONTRACT	Open	5,280.00	0.00		
05087			NATIONAL ENTERTAINMENT					
	16-00428	02/16/16	EASTER EGGS FOR HUNT	Open	600.00	0.00		
5032			NORTH WILDWOOD \$ CREST SHIRT*					
	16-00430	02/16/16	EASTER EGG SHIRTS- PRIZES	Open	42.00	0.00		
	16-00630	03/07/16	L/S CHAMPIONSHIP SHIRTS-B-BALL	Open	392.00	0.00		
					<u>434.00</u>			
6021			TASER INTERNATIONAL, INC. *					
	16-00328	02/02/16	TASER HOLSTERS	Open	586.71	0.00		
6061			AMERIHEALTH ADMINISTRATORS					
	16-00675	03/10/16	3/07/2016 HEALTH INS	Open	17,612.19	0.00		
	16-00775	03/15/16	3/14/2016 HEALTH	Open	46,814.29	0.00		
					<u>64,426.48</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>6071 UNITED UNIFORMS LIMITED LIAB*</b>								
	16-00457	02/22/16	UNIFORM	Open	129.00	0.00		
	16-00535	03/01/16	UNIFORMS	Open	84.00	0.00		
					<u>213.00</u>			
<b>7019 OCEAN VIEW VETERINARY*</b>								
	16-00617	03/07/16	VET SERVICES: MEDICAL EXPENSE	Open	105.00	0.00		
<b>7181 JENNIFER KELLY, PHD, LLC*</b>								
	16-00534	03/01/16	AUGUST 2015 EVALUATIONS PRE	Open	800.00	0.00		
<b>7261 CHRISTINA TOSTO</b>								
	16-00660	03/10/16	REIMBURSMENT - SOCCER COACH	Open	15.00	0.00		
<b>7295 USPS HASLER #80075842</b>								
	16-00685	03/10/16	POSTAGE	Open	30,000.00	0.00		
<b>7296 MELISSA O'DONNELL</b>								
	16-00659	03/10/16	REIMBURSEMENT- SOCCER COACH	Open	25.00	0.00		
<b>7354 FLEETPRIDE INC.*</b>								
	16-00367	02/05/16	AUTO TARP SYSTEM/DPW TRUCK	Open	1,761.54	0.00		
<b>7467 THE FUEL OX LLC*</b>								
	15-03125	12/16/15	FUEL ADDITIVE/DPW	Open	390.00	0.00		
<b>7478 WINDSTREAM COMMUNICATION INC*</b>								
	16-00767	03/14/16	PHONE SERVICE- MILLMAN/PW/TOWN	Open	986.77	0.00		
<b>7508 BLANEY &amp; KARAVAN PC*</b>								
	16-00061	01/07/16	2016-32 LABOR ATTORNEY \$25 DNE	Open	2,150.00	0.00		B
	16-00062	01/07/16	2016-33 PROSECUTOR \$23 DNE	Open	1,916.66	0.00		B
					<u>4,066.66</u>			
<b>7514 GRAPHIC RESOURCE SYSTEMS LLC*</b>								
	16-00168	01/12/16	COMPUTER PROGRAM/SIGN SHOP	Open	2,845.25	0.00		
<b>7516 KLEINFELDER, INC</b>								
	16-00203	01/19/16	RETURN OF UNUSED ESCROW	Open	1,109.37	0.00		
<b>7523 NJ-TAAO</b>								
	16-00490	02/24/16	TAX APPEAL CONFERENCE	Open	120.00	0.00		
<b>7527 L.E.A.D.</b>								
	16-00462	02/22/16	TRAINING	Open	200.00	0.00		
<b>7538 JENNIFER MOORE</b>								
	16-00560	03/02/16	REIMBURSEMENT - SPRING SOCCER	Open	10.00	0.00		
<b>7539 KIMBERLY HEATHCOTE</b>								
	16-00559	03/02/16	REIMBURSEMENT- SPRING SOCCER	Open	10.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7541 CHRISTINE DICARLO	16-00662	03/10/16	REIMBURSEMENT- OVERPAYMENT	Open	5.00	0.00		
7542 LYNDISAY BRUNNER	16-00663	03/10/16	REIMBURSEMENT- SOCCER COACH	Open	30.00	0.00		
7543 DEANNE L. GIPPLE	16-00664	03/10/16	REIMBURSEMENT-SOCCER COACH	Open	15.00	0.00		
7548 JENNIFER DOWE	16-00724	03/14/16	DEED STAMP	Open	38.73	0.00		
7550 STATE OF NJ DEP/BEACH PERMIT	16-00787	03/15/16	CAFRA-IP PERMIT BEACH	Open	30,000.00	0.00		
7552 EVERBRIDGE, INC*	16-00496	02/24/16	2016 EMERGENCY NOTIFICATION	Open	5,000.00	0.00		
ALPHACAR ALPHA CARD SYSTEMS*	16-00454	02/18/16	MAGICARD ENDURO 3E UNO	Open	998.00	0.00		
BERB BERNADETTE ERB	16-00658	03/10/16	REIMBURSEMENT- SOCCER COACH	Open	25.00	0.00		
BLAUE BLAUER ASSOCIATES INC*	15-01940	07/22/15	RES#2015-214 2016 SMALL CITIES	Open	375.00	0.00		B
G-ERM ERMA DELI	16-00616	03/07/16	PIZZA PARTY AND UNIFORM RETURN	Open	40.74	0.00		
	16-00683	03/10/16	PIZZA PARTY 7/8 GRADE BOYS BAS	Open	42.98	0.00		
					83.72			
G-HOUSEP HOUSE OF PRINT*	16-00538	03/01/16	PICTURES FOR CLERK'S OFFICE	Open	315.00	0.00		
IAMES MICHAEL IAMES	16-00585	03/02/16	2016 EQUIP. ALLOWANCE	Open	45.00	0.00		B
Total Purchase Orders: 126				Total P.O. Line Items: 0	Total List Amount: 888,176.90	Total Void Amount: 0.00		

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

RESOLUTION #2016-88

TITLE: RESOLUTION REQUESTING RELEASE OF A DUMPSTER BOND FOR POWER HOME REMODELING

WHEREAS Power Home Remodeling posted a \$500.00 Dumpster Bond with the Township of Lower as required by the Construction Office; and

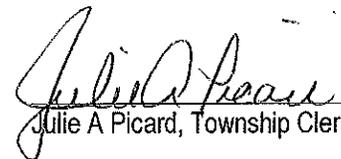
WHEREAS, the Construction Official has deemed that the street has sustained no damage.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the Governing Body thereof, that the dumpster bond be and hereby is released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$500.00 for payment of the above released dumpster bond.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor, Mike Beck  
Township Council

FROM: Gary Playford,  
Construction Official

DATE March 10,2016

RE: Release of Dumpster Bond  
Power Home Remodeling  
2501 Seaport Drive  
Chester,PA 19013

Attached is a copy of Dumpster Bond Release Resolution #20160088 which required a bond for the Placement of a Dumpster on a Township street for the above referenced property.

Please release to the applicant the Dumpster bond that the Township is holding in trust, to assure the Township street appears to have sustained no damage.

GP: rem  
att:1

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

RESOLUTION # 2016-89

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR HEATING AND AIR CONDITIONING SERVICE HOURLY FOR VARIOUS LOCATIONS IN LOWER TOWNSHIP ON AN AS-NEEDED BASIS**

**WHEREAS**, the Notice to Bidders for the 2016 with an option of 2017 year Heating and Air Conditioning (HVAC) hourly service for various locations in Lower Township on an as-needed basis was advertised on January 20, 2016 and accepted on February 2, 2016 at 11:00 a.m. prevailing time; and

**WHEREAS**, Four (4) sealed bids were submitted and reviewed by the QPA and Gary Douglass, Public Works Director; and

**WHEREAS**, the lowest qualified bidder complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by her signature below:

  
Lauren Read, CFO

6-01-20-310-365  
Budget Account

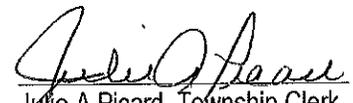
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

AWARD TO: MULTI-TEMP MECHANICAL INC.  
TERM: March 21, 2016- March 20, 2016  
TOTAL: Hourly Rate \$80.00 Normal business hours  
Hourly Rate \$115.00 After normal business hours

**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.

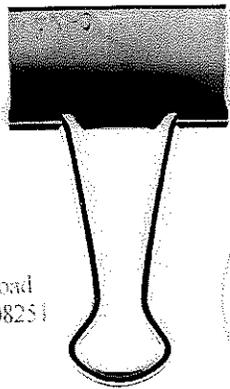
	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	+		+			
PERRY		+	+			
SIMONSEN			+			
CLARK			+			
BECK			+			

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 March 21, 2016.

  
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



**PROPOSAL PAGE**

**BID# 2016-01  
Heating and Air Conditioning Service Contract  
for Various Lower Township Locations**

12 Month Hourly Rate Normal Business Hours	\$ <u>80.00</u>
12 Month Hourly Rate Outside Normal Business Hours	\$ <u>115.00</u>
24 Month Hourly Rate Normal Business Hours	\$ <u>85.00</u>
24 Month Hourly Rate Outside Normal Business Hours	\$ <u>115.00</u>

*\*Must include normal business hours schedule*

Multi-Temp Mechanical Inc. 26-3145188  
Company Name Federal I.D. # or Social Security #

1000 DeSeco Dr Suite B1 Westville, NJ 08093  
Address

[Signature]  
Signature of Authorized Agent

Laura Cuneo  
Type or Print Name  
President  
Title

856-384-9900  
Telephone Number  
86-384-9905  
Fax Number

1/29/16  
Date  
LC@multitempmech.com  
E-mail address

LIST EXCEPTIONS BELOW OR USE ADDITIONAL SHEET:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2016-01 Bid HVAC Service Contract  
BID OPENING

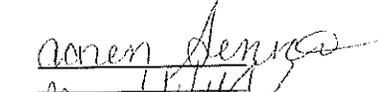
Open 02/02/2016

11:00 AM

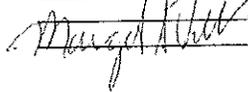
VENDOR	12 Month Hourly Hrly Rate Normal	12 Month Hourly Hrly Rate OT	24 Month Hourly Hrly Rate Normal	24 Month Hourly Hrly Rate OT
MARLEE	86.20	129.30	88.80	133.20
MULTI TEMP	80.00	115.00	85.00	115.00
PETERSON	85.90	171.80	87.90	175.80
FALASCA	81.90	125.00	83.90	128.00

Witnessed

Aaren Senico



Margaret Vitelli



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

RESOLUTION #2016-90

**TITLE: A RESOLUTION AUTHORIZING THE FOURTH ANNUAL ESCAPE THE CAPE TRIATHLON SCHEDULED FOR JUNE 12, 2016**

**WHEREAS**, DelMo Sports, LLC seeks authorization and permission to conduct the Fourth Annual Escape the Cape Triathlon on Sunday, June 12, 2016; and

**WHEREAS**, permission has been granted by the Cape May County Board of Chosen Freeholders to close portions County Roads in the Township of Lower from 6:30 am until 11:00 am; a copy of the Resolution granting permission is attached; and

**WHEREAS**, in consideration for said authorization and permission, DelMo Sports, LLC executed an indemnification agreement and submitted the required Certificate of Insurance naming the Township of Lower as the Certificate Holder.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, that approval is hereby granted for the Fourth Annual Escape the Cape Triathlon to take place.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
Julie A Picard, Township Clerk

# CERTIFICATE OF INSURANCE

DATE: 2/9/2016

CERTIFICATE NUMBER: 20160208401926

**AGENCY:**

ESIX 3 LLC  
d/b/a Entertainment & Sports Insurance eXperts (ESIX)  
d/b/a Entertainment and Sports Insurance Agency (California)  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Telephone)  
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Triathlon of Colorado  
5825 Delmonico Drive  
Colorado Springs CO 80919-2401

Stephen Del Monte

**INSURERS AFFORDING COVERAGE:**

INSURER A: Everest National Insurance Company  
INSURER B: Everest National Insurance Company

**EVENT INFORMATION:**

4th Annual Escape the Cape Triathlon (6/12/2016 - 6/12/2016)

**POLICY/COVERAGE INFORMATION:**

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	S18ML00212-151	12/1/2015 12:01 AM	12/1/2016 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	S18EX00179-151	12/1/2015 12:01 AM	12/1/2016 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000
					AGGREGATE (Policy) \$40,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured as per form ECG20600: Additional Insured - Automatic Status When Required in a Written Agreement.

The General Liability policy is primary as per Form CG0001.

The General Liability policy contains a Waiver of Subrogation provision as required by written agreement per Form ECG24522.

**CERTIFICATE HOLDER:**

The Township of Lower  
2600 Bayshore Road  
Villas NJ 08251

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION**

No. 200-16

**RESOLUTION AUTHORIZING AN INDEMNIFICATION AGREEMENT WITH  
DELMOSPORTS, LLC FOR ITS ESCAPE THE CAPE TRIATHLON  
ON JUNE 12, 2016**

**WHEREAS**, DelMoSports, LLC seeks authorization and permission to conduct the Escape the Cape Triathlon on Sunday, June 12, 2016; and

**WHEREAS**, a request has been made to close a portion of Seashore Road (County Road No. 626), New England Road (County Road No. 641), Shunpike Road (County Road No. 649) and Bayshore Road (County Road No. 607) in the Township of Lower from 6:30 a.m. until 11:00 a.m.; and

**WHEREAS**, in consideration for said authorization and permission, DelMoSports, LLC executed an Indemnification Agreement in favor of the County of Cape May and submitted the required Certificate of Insurance.

**NOW, THEREFORE, BE IT RESOLVED** by the Cape May County Board of Chosen Freeholders that permission is hereby granted to DelMoSports, LLC to close a portion of Seashore Road (CR 626), New England Road (CR 641), Shunpike Road (CR 649) and Bayshore Road (CR. 607) from 6:30 a.m. until 11:00 a.m.; and

**BE IT FURTHER RESOLVED** that permission is conditional for the DelMoSports, LLC, and providing to the County:

1. A duly executed Promise of Indemnification in a form acceptable to County Counsel.
2. A Certificate of Insurance naming the County of Cape May, their officers and employees as additional insured for the scheduled event.
3. A letter from the Lower Township Police Department indicating that they are aware of the event and have approved the traffic control plan for the event.

STATEMENT

*This Resolution gives permission to DelMoSports, LLC to utilize County roads for a triathlon.*

cc: County Engineer  
Lower Township  
Lower Township Police Department  
County Counsel  
Road Department  
File: Events

STATE OF NEW JERSEY ) ss.:  
COUNTY OF CAPE MAY )

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the \_\_\_\_\_ 23<sup>rd</sup> day of

February \_\_\_\_\_ 20 16

Signed, \_\_\_\_\_

*Elizabeth Bozzelli*  
Clerk of the Board (ac)

RECORD OF VOTE						
Freeholders	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Desiderio	✓					
Ms. Gabor	✓					✓
Ms. Hayes	✓					
Mr. Morey	✓				✓	
Mr. Thomson	✓					

V - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

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

RESOLUTION #2016-91

Title: A RESOLUTION APPROVING A THREE YEAR EXTENSION TO THE MANAGEMENT AGREEMENT BY AND BETWEEN THE TOWNSHIP OF LOWER AND FRIENDS OF FISHING CREEK SCHOOL, INC.

WHEREAS, the Township of Lower by Resolution #2011-93 dated June 20, 2011, entered into a five year agreement for the management of the Fishing Creek School in the Township of Lower on the property designated as Lot 5, Block 334.01; Lot 3, Block 334.02 on the official Tax Map of the Township of Lower; and

WHEREAS, the Fishing Creek School holds historical significance for the citizens of the Township of Lower and of the State of New Jersey; and

WHEREAS, the Township is desirous of extending the agreement an additional three (3) years for the stewardship of this historic site through the effective management of Friends of Fishing Creek School, Inc., a not-for-profit corporation of the State of New Jersey whose purpose is the maintenance and management of the Fishing Creek School; and

WHEREAS, a management agreement has been proposed to govern the management of the Fishing Creek School facility by Friends of Fishing Creek School, subject to the oversight of the Township Council and a copy of the agreement is attached hereto; and

WHEREAS, the Township is given certain express and implied powers for the upkeep and management of museum and museum-like facilities under N.J.S.A. 40:23-6.22 and other laws,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower duly assembled in public session the following:

1. The preamble of this Resolution is incorporated herein by reference;
2. The Mayor and Clerk are hereby authorized and directed to execute the aforementioned agreement, which is hereby approved, which shall govern the management of the Fishing Creek School by Friends of Fishing Creek School, Inc.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
Julie A. Picard, Township Clerk

## MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** (the "Agreement") is entered into as of the 21<sup>st</sup> day of March, 2016, (the "Effective Date") by and between FRIENDS OF FISHING CREEK SCHOOL, INC., a New Jersey nonprofit corporation ("FOFCS") and TOWNSHIP OF LOWER, a New Jersey municipal corporation (the "Township").

### WITNESSETH:

**WHEREAS**, the Township is the tenant of certain real property known as Lot 5, Block 334.01 and Lot 3, Block 334.02 on the Official Tax Map of the Township, on which there is located a structure known as the Fishing Creek School (the "Premises"); and

**WHEREAS**, the Township intends to utilize the Premises as a local historical center operating as a museum, welcome center, meeting place, education and school program center and passive recreation (the "Planned Uses"); and

**WHEREAS**, FOFCS is a New Jersey non-profit corporation, that was created to promote interest in the history of the Township, to sponsor and cooperate with groups to preserve, protect and restore the Fishing Creek School; and

**WHEREAS**, the Township desires to contract with FOFCS to manage the Premises, as provided herein, and FOFCS desires to contract with the Township for such purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### ARTICLE 1

#### RELATION OF PARTIES

1.1 The Township and FOFCS share the common goal of establishing and maintaining the Premises as an historical center for the Planned Uses.

1.2 The Township leases the Premises from the State of New Jersey by way of a lease agreement entered into in November of 2003. (the "Lease Agreement"). A copy of the lease agreement, which is incorporated herein by this reference, is attached hereto as EXHIBIT A. FOFCS, by this Agreement, shall manage the Premises. The Township will review operational policies and procedures provided by FOFCS and, if approved, will adopt such policies and procedures for the Premises. FOFCS shall manage the Premises in accordance with the Lease Agreement.

1.3 The Township and FOFCS are separate and independent entities. This Agreement shall not constitute nor be construed to be or to create a partnership or joint venture between the Township and FOFCS. The relationship of FOFCS to the Township is that of an independent contractor.

## ARTICLE 2

### RESPONSIBILITIES OF FOFCS

2.1 Scope. The Premises shall be utilized as an historical center for the Planned Uses. FOFCS shall develop and manage the Premises in accordance with policies and procedures adopted by FOFCS with the consent of the Township.

2.2 Management Services. FOFCS shall provide day-to-day management of the Premises. The Township shall consult with FOFCS for any marketing plans and advertising which the Township decides to perform in connection with the Premises. FOFCS recognizes that the Premises is listed on the State and National Register of Historic Places and must be maintained in accordance with the Secretary of the Interior's standards.

2.3 Operations of the Premises.

(a) Designated Operations. FOFCS shall be responsible for all day-to-day operations in maintaining the common goal outlined in Section 1.1 of this Agreement. FOFCS shall recognize, establish and maintain the Fishing Creek School for such purposes.

(b) Museum. FOFCS shall maintain the Fishing Creek School as a museum dedicated to the history and development of the Township.

(c) Community and School Groups. FOFCS shall maintain schedules and calendars for community and school groups to utilize the Fishing Creek School for regular meetings.

(d) Community Center. FOFCS shall allow local residents to gather together as a community in accordance with the Policies and Procedures agreed to by both parties.

(e) Passive Recreation Area. FOFCS shall allow passive recreational activities in accordance with the Policies and Procedures.

(f) Headquarters. The Premises shall serve as headquarters for FOFCS. FOFCS shall manage the calendar with respect to the scheduling of meetings for the three organizations.

(g) Other Operations. FOFCS agrees to manage and operate the Premises under the direction of the Township. If FOFCS desires to operate the facility in any manner not agreed to within this Agreement, FOFCS must have direct consent of the Township after consultation with the Township Manager and compliance with any applicable portions of the Local Public Contracts Law or other law. FOFCS shall adhere to the desires of the Township to incorporate other uses of the Premises or to discontinue or modify any of the operations designated within this Agreement.

2.4 Compliance with Law. FOFCS is a validly formed and duly existing New Jersey non-profit corporation, in good standing under the laws of the State of New Jersey and is exempt from federal tax under Internal Revenue Code Section 501 (c)(3). If, at any time during the term of this Agreement, FOFCS's charter is revoked or its status as an Internal Revenue Code Section 501 (c)(3) organization is terminated, it shall be deemed a material breach of this Agreement entitling the Township to terminate this Agreement immediately.

2.5 Renovations and Improvements. All renovations and improvements must be approved in writing by the Township and may be subject to the Local Public Contracts Law. The Premises remains the property of the State of New Jersey. Therefore, any permanent renovations or improvements shall become part of the Premises and owned by the State of New Jersey at the termination of this Agreement. If renovations or improvements are made without written consent of the Township or in non-compliance with all requirements and permits of governmental authorities, then FOFCS shall remove said renovations or improvements upon the demand of the Township.

(a) All renovations and improvements must be in accordance with the Secretary of the Interior's standards as the Premises is listed on the State and National Register of Historic Places.

(b) FOFCS shall not post any signs or advertisements without approval in writing by the Township.

2.6 Maintenance. The Township shall maintain the grounds of the Premises as a Township Park under the direction of the Superintendent of Parks and Recreation. Grounds keeping will be maintained on a routine basis and funded under the current Township budget. Building maintenance shall be provided by the Township Supervising Maintenance Repairer in the Department of Public Works. Expenditures for maintenance of the building will be made with funds received by FOFCS through its donations and fund raising activities or other available funds.

2.7 Facilities. FOFCS shall adhere to, maintain, observe, perform all of the covenants in the Lease Agreement, except the covenant for the payment of rent, and do nothing to otherwise breach the Lease Agreement.

2.8 Insurance. FOFCS shall maintain general liability insurance in an amount to be mutually agreed upon by FOFCS and the Township.

2.9 Township Park. FOFCS shall maintain the Premises in accordance with this Agreement and The Lower Township Code Section 475.

### ARTICLE 3

#### RESPONSIBILITIES OF THE TOWNSHIP

3.1 Facilities. The Township shall provide the Premises for FOFCS. The Township shall maintain, observe, perform all of the covenants, and not do anything to otherwise breach the Lease Agreement. The Premises shall be maintained by the Township. The grounds shall be maintained as a Township Park under the direction of the Superintendent of Parks and Recreation. Grounds keeping will be maintained on a routine basis and funded under the current Township budget.

3.2 Park. The Premises shall be maintained by the Township as a Township Park. The Township will provide benches, tables, receptacles, and signs, which recite rules and regulations for use of the Park.

3.3 Utilities. The Township shall be responsible for payment of all electricity, water and/or other services or utilities used in or assessed against the Premises.

3.4 Renovations and Improvements. The Township shall obtain written approval, as needed, from the State of New Jersey, for any renovations or improvements.

3.5 General Responsibility. The Township shall have general responsibility for assisting and directing, as necessary, FOFCS in accordance with establishing and maintaining an historical center.

3.6 Insurance. The Township shall provide insurance for the Premises; covering both the grounds and the buildings. Comprehensive general liability insurance, with combined single coverage for bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00). The Township shall name FOFCS as an additional insured against any and all claims for personal injury, death or property damage arising from the use or actions of the Lessee.

3.7 Planning and Development. The Township shall assist and direct, as necessary, FOFCS in establishing and implementing plans to provide an historical center for the Planned Uses. The Township may modify the Planned Uses and operations of the Premises but must remain in accordance with the Secretary of the Interior's standards for properties listed on the State and National Register of Historic Places and the Lease Agreement.

#### ARTICLE 4

##### INDEMNIFICATION

4.1 Indemnification. Each party agrees to indemnify and hold harmless the other from claims for damages, costs or expenses including, but not limited to, costs of defense incurred by such other party, which may be caused by any breach, negligent acts or omissions by it or its directors, officers, or employees in connection with the breach or the performance or failure to perform obligations under this Agreement, but only in proportion to the extent such damages, costs or expenses are caused by or result from any breach, negligent acts or omissions of this Agreement by any thereof.

#### ARTICLE 5

##### TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date, as defined above, and shall continue in effect for a term of three (3) years, unless sooner terminated pursuant to this Article 5.

5.2 Events of Default.

(a) The Township can terminate this Agreement on 90 days notice for any breach provided that FOFCS is given prior written notice of such breach and is further given 30 days to repair such breach from the date of such written notice, to the satisfaction of the Township.

5.3 Duties Upon Termination or Expiration of this Agreement. If this Agreement is terminated upon expiration of its term, or earlier as provided in Section 5, or Section 6.8:

(a) Neither party shall be released or discharged from any obligation, debt or liability which has previously accrued or been incurred and remains to be performed upon the date of termination or expiration;

(b) Any sums of money owing by one party to the other shall be paid immediately; including without limitation;

(c) Damages and any other remedies available at law or in equity may be sought and collected from the Breaching Party in the event of a termination resulting from an Event of Default.

## ARTICLE 6

6.1 Waiver. Neither the waiver by any party to this Agreement of any breach of any term or condition of this Agreement, nor the failure of the parties to enforce any provisions of this Agreement or to exercise any right hereunder, will be construed as a waiver of any subsequent breach or default, or as a waiver of any other provision hereunder.

6.2 Notices. If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve notice, demand, or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by facsimile transmission with voice confirmation and receipt confirmed, by overnight courier which provides confirmation of delivery, or by depositing the same in the United States mail, registered or certified, return receipt requested, postage paid, and the notice shall be addressed as follows:

If to FOFCS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Township:

Township Manager  
Lower Township Municipal Building  
2600 Bayshore Road  
Villas, New Jersey 08251

6.3 Assignment. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns; provided however that neither party may sell, transfer, assign or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.4 Successors and Assigns. Subject to the provisions of Section 5.3, hereinabove, the terms, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

6.5 Severability. Nothing contained in this Agreement shall be construed to require the commission of an act contrary to law, and whenever there is a conflict between any provision of this Agreement and any statute, law, ordinance or regulation, the latter shall prevail. In such event, and in any case in which any provision of this Agreement is determined to be in violation of a statute, law, ordinance, or regulation, the affected provision(s) shall be limited only to the extent necessary to bring it or them within

the requirements of the law and, insofar as possible under the circumstances, to carry out the purposes of this Agreement. The other provisions of this Agreement shall remain in full force and effect, and the invalidity or unenforceability of any provision hereof shall not affect the validity and enforceability of the other provisions of this Agreement, nor the availability of all remedies in law or equity to the parties with respect to such other provisions.

6.6 Headings. The headings used in this Agreement are for convenience of reference only and shall have no force or effect in the construction or interpretation of the provisions of this Agreement.

6.7 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New Jersey, to the jurisdiction of which each of the parties hereby submits.

6.8 Contract Modifications for Prospective Legal Events. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the Effective Date of this Agreement, are interpreted by judicial decision, a regulatory agency, or legal counsel of both parties in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, FOFCS and the Township shall amend this Agreement to the maximum extent possible to preserve the underlying arrangements between FOFCS and the Township. If an amendment is not possible, either party shall have the right to terminate this Agreement.

6.9 Language Construction. The language in all parts of this Agreement shall be construed in all cases according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

6.10 Communications. FOFCS and the Township agree that good communication between the parties is essential to the successful performance of this Agreement, and each therefore pledges to communicate fully and clearly with the other on matters relating to the successful operation of the historical center.

6.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussion, whether written or oral, between or among the parties, regarding the subject matter of this Agreement.

6.12 Amendments Only in Writing. This Agreement may not be amended or modified in any respect whatsoever, except by an instrument in writing, signed by the parties hereto.

6.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute one and the same Agreement. This Agreement shall not become effective until it has been executed by all of the parties hereto.

6.14 Commercial Impracticability. No party to this Agreement shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond that party's reasonable control, including, for example, an act of God, labor disturbance such as a strike or walkout, war, riot, fire, storm, accident, government regulation or interference, or mechanical, electronic, or communications failure.

6.15 Election of Remedies. The respective rights of the parties to this Agreement shall be cumulative. Each party shall have all other rights and remedies not inconsistent with this Agreement as law and equity may provide. No exercise by any party of any one right or remedy shall be deemed to be an exclusive election of rights or remedies.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day and year first above written.

ATTEST:

THE TOWNSHIP OF LOWER, a New Jersey municipal corporation

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

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

ATTEST:

FRIENDS OF FISHING CREEK SCHOOL, INC., a New Jersey nonprofit corporation

\_\_\_\_\_

BY: \_\_\_\_\_  
John Louderback, President

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

RESOLUTION # 2016-92

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

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

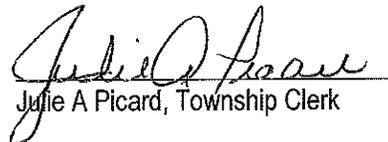
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a payment due to Zachary Magnavita in the amount of \$ 494.20 is authorized and chargeable to the 2016 Budget Account 6-01-56-910-199.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
Julie A Picard, Township Clerk

TOWNSHIP OF LOWER  
 RETIREMENT PAYOUT ANALYSIS  
 2015

EMPLOYEE: Magnavita, Zackery  
 DATE OF RETIREMENT 3/4/2016  
 DATE OF PAYMENT: \_\_\_\_\_  
 RESOLUTION #: 2016

Annual Salary:	\$36,019.46
Longevity	
Hourly Rate:	\$17.32
College Credits	

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	17.32	0.00
Personal	5.54	17.32	95.91
Sick	0.00	17.32	0.00
Vacation	23.00	17.32	398.29
Holidays			0.00
104 Hrs			0.00
<b>Terminal Leave Payout</b>			<b>\$494.20</b>

	(A)	(B)	(C)	(B * C)	(E)	A + D - E
	Carryover	Annual Accrual	9 weeks / 52 weeks	Prorated Time Due	Time Used	Hours Available
Comp	0.00	0.00	0.17	0.00		0.00
Personal	0.00	32.00	0.17	5.54	0.00	5.54
Sick	94.00	120.00	0.17	20.77	54.00	0.00
Vacation	29.00	104.00	0.17	18.00	24.00	23.00
						0.00
						0.00
<b>Total</b>	123.00	256.00		44.31	78.00	28.54

Accrual and time used are current to 02/26/2016 subject to change if time is used or not currently reported.

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

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

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

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

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

RESOLUTION #2016-93

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$23,000.00 for an item of revenue in the budget of the year 2016 as follows:

Miscellaneous Revenues –  
 Revenue Offset with Appropriations - Body Worn Camera Assistance Program  
 Total with increase to be \$23,000.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$23,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
 Public & Private Programs Offset by Revenues - Body Worn Camera Assistance Program  
 State/Federal Share \$ 23,000.00  
 Non State Share \$  
 Total with increase to be \$ 23,000.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
 Julie A Picard, Township Clerk

**STATE OF NEW JERSEY**  
**ATTORNEY GENERAL'S BODY WORN CAMERA (BWC) ASSISTANCE PROGRAM**  
**PARTICIPATING POLICE DEPARTMENTS**

	<b>County</b>	<b>County/Municipal Police Department</b>	<b>#BWC Requested by PD</b>	<b>#BWC Approved by AG</b>	<b>Funding Approved by AG</b>
1	Atlantic	Absecon City	25	25	\$ 12,500.00
2	Atlantic	Atlantic City	60	60	\$ 30,000.00
3	Atlantic	Brigantine	6	6	\$ 3,000.00
4	Atlantic	Egg Harbor City	15	12	\$ 6,000.00
5	Atlantic	Hammonton	6	6	\$ 3,000.00
6	Atlantic	Linwood	10	10	\$ 4,250.00
7	Atlantic	Somers Point	30	30	\$ 15,000.00
8	Bergen	Bergen County Sheriff	50	50	\$ 25,000.00
9	Bergen	East Rutherford	22	22	\$ 11,000.00
10	Bergen	Englewood Cliffs	7	7	\$ 3,500.00
11	Bergen	Garfield	8	8	\$ 4,000.00
12	Bergen	Harrington Park	12	11	\$ 5,500.00
13	Bergen	Lyndhurst	15	15	\$ 7,500.00
14	Bergen	Midland Park	15	13	\$ 6,500.00
15	Bergen	Rutherford	20	20	\$ 10,000.00
16	Bergen	Saddle Brook	15	15	\$ 7,500.00
17	Bergen	Teaneck	70	70	\$ 35,000.00
18	Burlington	Florence	26	26	\$ 13,000.00
19	Burlington	Willingboro	10	10	\$ 5,000.00
20	Burlington	Burlington County Sheriff	75	33	\$ 16,500.00
21	Burlington	Mount Holly	21	21	\$ 10,500.00
22	Burlington	Edgewater Park	13	13	\$ 6,500.00
23	Burlington	Westampton	12	12	\$ 6,000.00
24	Burlington	Delran	32	30	\$ 13,930.20
25	Burlington	Riverton	6	6	\$ 3,000.00
26	Burlington	Chesterfield	6	6	\$ 3,000.00
27	Burlington	Mount Laurel	65	60	\$ 30,000.00
28	Burlington	Palmyra	20	17	\$ 8,500.00
29	Burlington	Burlington Twp.	50	44	\$ 22,000.00
30	Burlington	Bordentown City	11	11	\$ 5,500.00
31	Burlington	Moorestown	40	33	\$ 16,500.00
32	Burlington	Lumberton	14	14	\$ 5,653.06
33	Burlington	Beverly	8	6	\$ 3,000.00
34	Burlington	Evesham	3	3	\$ 1,211.37
35	Camden	Barrington	8	8	\$ 4,000.00
36	Camden	Berlin Borough	18	17	\$ 8,500.00
37	Camden	Berlin Township	20	16	\$ 8,000.00

38	Camden	Brooklawn	7	6	\$	3,000.00
39	Camden	Camden County Police	50	50	\$	25,000.00
40	Camden	Camden County Sheriff	166	71	\$	35,500.00
41	Camden	Cherry Hill	125	63	\$	31,500.00
42	Camden	Clementon	15	12	\$	6,000.00
43	Camden	Gloucester Township	140	123	\$	61,500.00
44	Camden	Haddon Township	30	22	\$	11,000.00
45	Camden	Lawnside	9	9	\$	4,500.00
46	Camden	Merchantville	14	13	\$	6,500.00
47	Camden	Pine Hill	10	10	\$	5,000.00
48	Camden	Voorhees	13	13	\$	6,500.00
49	Camden	Waterford Township	12	12	\$	6,000.00
50	Camden	Winslow Township	50	50	\$	25,000.00
51	Camden	Woodlyne	9	5	\$	2,500.00
52	Cape May	Avalon	20	20	\$	10,000.00
53	Cape May	Lower Twp.	46	46	\$	23,000.00
54	Cape May	Middle Twp.	55	48	\$	24,000.00
55	Cape May	Ocean City	19	19	\$	9,500.00
56	Cape May	Sea Isle City	10	10	\$	5,000.00
57	Cape May	Cape May County Sheriff	6	6	\$	3,000.00
58	Cape May	Stone Harbor	10	10	\$	5,000.00
59	Cape May	North Wildwood	20	20	\$	10,000.00
60	Cape May	Wildwood	39	39	\$	19,500.00
61	Cape May	Wildwood Crest	6	6	\$	3,000.00
62	Cumberland	Bridgeton	40	40	\$	20,000.00
63	Cumberland	Millville	25	25	\$	12,500.00
64	Cumberland	Vineland	50	50	\$	23,950.00
65	Essex	Belleville	20	20	\$	8,982.00
66	Essex	Bloomfield	20	20	\$	10,000.00
67	Essex	Caldwell	10	10	\$	5,000.00
68	Essex	Essex County Sheriff	32	32	\$	16,000.00
69	Essex	East Orange	119	119	\$	59,500.00
70	Essex	Essex Fells	6	6	\$	3,000.00
71	Essex	Glen Ridge	18	18	\$	9,000.00
72	Essex	Irvington	50	50	\$	25,000.00
73	Essex	Maplewood	45	45	\$	22,500.00
74	Essex	Newark	100	100	\$	50,000.00
75	Essex	Nutley	30	30	\$	15,000.00
76	Essex	South Orange	60	60	\$	30,000.00
77	Essex	West Orange	60	60	\$	30,000.00
78	Gloucester	Clayton	16	15	\$	7,500.00
79	Gloucester	Greenwich	4	4	\$	1,996.00
80	Gloucester	Mantua Twp.	20	20	\$	10,000.00

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

RESOLUTION #2016-94

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$2,400.00 for an item of revenue in the budget of the year 2016 as follows:

- Miscellaneous Revenues –
- Revenue Offset with Appropriations - Atlantic County JIF Safety Incentive Award
- Total with increase to be \$2,400.00

SECTION 2.

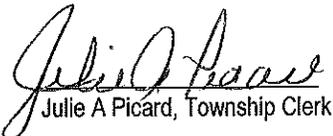
BE IT FURTHER RESOLVED that a like sum of \$2,400.00 be and the same is hereby appropriated under the caption of:

- General Appropriations –
- Public & Private Programs Offset by Revenues - Atlantic County JIF Safety Incentive Award
- State/Federal Share \$ 2,400.00
- Non State Share \$
- Total with increase to be \$ 2,400.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	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 March 21, 2016.

  
 Julie A Picard, Township Clerk



February 17, 2016

Mayor and Council  
Lower Township  
2600 Bayshore Road  
Villas, NJ 08402

RE: 2015 Safety Incentive Program Awards

Dear Mayor and Council:

It is our pleasure to report that the Lower Township has earned **\$2,400.00** as a result of your employees' outstanding performance in the 2015 ACMJIF Safety Incentive Program. The Safety Incentive Program is intended to foster a safety attitude among the ACM JIF members, change behaviors to create a safer work environment, as well as promote continuing efforts to "Change the Culture". The awards were announced at the Safety Coordinator's and Claims Coordinator's Regional Training held on February 11, 2016, and will be celebrated during our Annual Safety Kickoff Breakfast scheduled for April 14, 2016.

The Safety Incentive Program required the execution of the "Safety Contract" and the completion of various reports confirming compliance with JIF safety criteria. These reports were evaluated by the JIF Safety Director to determine your municipality's compliance with these criteria.

During 2015, members competed against a set of standards established by the Executive Safety Committee to determine their awards. The JIF members were sorted into five size categories (XS, S, M, L, XL) based upon their annual JIF Assessment. Each member competed against the established standards to determine if they either qualify or not (Pass or Fail) for a Safety Incentive Program Award.

Due to your employees' efforts, Lower Township has qualified (Passed!) for reimbursement of **\$2,400** to be used for recognition of your employees' safety accomplishments.

We would also like to extend our **CONGRATULATIONS** to your Fund Commissioner, Julie Picard, your Safety Coordinator, Kathleen Brown, your Claims Coordinator, Colleen Crippen, and all your employees who played an important role in achieving these results. Their dedication to the principles of the JIF has enabled them to effectively communicate the importance of the safety program and their continuing commitment to the safety of all employees. We ask that this letter be read at your next Council Meeting to acknowledge these efforts by your employees' and make these accomplishments part of the public record.

Guidelines on how to collect your award has been sent to your Fund Commissioner and Safety Coordinator. You can find additional information about the JIF Safety Program, Polices, and Safety Incentive Program Criteria, as well as the presentation given during the Safety Kickoff Breakfast, on the ACMJIF website, [www.acmjif.org](http://www.acmjif.org).

I once again want to thank you for your involvement and congratulate you and everyone involved in the JIF safety program for making "*Safety First in All We Say and Do*"!

Very truly yours,  
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

*Paul J. Miola*

Paul J. Miola, CPCU, ARM  
Executive Director

cc: Julie Picard, Fund Commissioner  
Kathleen Brown, Safety Coordinator  
Colleen Crippen, Claims Coordinator  
Joseph Meola, Risk Management Consultant

File: ACM/2016/Safety Kickoff

Tab: 2015 Awards Distribution

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

RESOLUTION #2016-95

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$1,000.00 for an item of revenue in the budget of the year 2016 as follows:

Miscellaneous Revenues –  
Revenue Offset with Appropriations - Atlantic County JIF Wellness Incentive Award  
Total with increase to be \$1,000.00

SECTION 2.

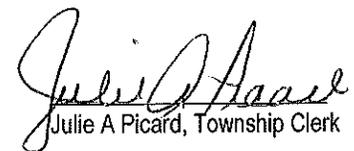
BE IT FURTHER RESOLVED that a like sum of \$1,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
Public & Private Programs Offset by Revenues - Atlantic County JIF Wellness Incentive Award  
State/Federal Share \$ 1,000.00  
Non State Share \$  
Total with increase to be \$ 1,000.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	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 March 21, 2016.

  
Julie A Picard, Township Clerk

TO: Julie Picard, Fund Commissioner  
Lower Township

FROM: Executive Safety Committee

DATE: January 20, 2016

RE: **Wellness Incentive Program - Reimbursement Procedures**

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The Executive Safety Committee is proud to announce that the ACM JIF has funded a Wellness Program in its 2016 budget. National studies indicate that healthy employees are less likely to suffer a workers' compensation claim and, when injured, recover faster than unhealthy employees; hence, saving money.

The *Wellness Incentive Program* will assist members in funding their local wellness initiatives. The Committee is happy to announce that **\$1,000.00** has been allocated to your municipality as part of the 2016 *Wellness Incentive Program*.

### ***Purpose***

The *Wellness Incentive Program* is designed to assist members in meeting their own Wellness objectives by providing financial reimbursement for wellness and health related items or programs purchased by your municipality.

### ***Suggested Uses***

Some suggestions for eligible items are as follows:

- Pedometers & Other Activity Monitoring Devices
- Employee Incentives & Awards
- Health Fairs & Community Outreach Programs
- Promotional Items
- Guest Speakers
- Nutritionists

Your JIF Wellness Coordinator, Valerie Smith, can help you with additional ideas, if needed. Please feel free to contact Valerie at [acmjifwellness@gmail.com](mailto:acmjifwellness@gmail.com) or (609) 251-7811.

### ***Inadmissible Reimbursements***

Please note that purchases made routinely within a municipality, if a *Wellness Incentive Program* were not in place, are not eligible for reimbursement. These items include such things as healthcare premiums, deductible reimbursements, etc. Requests for

reimbursement items that are not clearly wellness related will be submitted to the Executive Safety Committee for approval.

### ***Reimbursement Instructions***

Payments will be processed on a monthly basis as individual reimbursement requests are made by members. Instructions for reimbursement are as follows:

1. After you have completed your purchase, you must forward supporting documentation (purchase orders, vouchers, invoices, course outlines, descriptions, etc.) along with a copy of the enclosed voucher with an original signature to:

Atlantic County Municipal Joint Insurance Fund  
Attention: Sheila Ortiz, Account Representative  
PO Box 488  
Marlton, NJ 08053  
Fax: (856) 446-9149  
E-mail: Sheila\_Ortiz@ajg.com

2. Upon receipt of the above documentation, a check will be issued after the next monthly JIF Executive Committee meeting.

**In order to avoid accounting problems for your vendors and the JIF, we want to again emphasize that all purchases must be made by and paid for by the municipality. The JIF cannot pay vendors directly on your behalf.**

### ***Deadline for Reimbursement Requests***

Please plan your expenditures so that your requests for reimbursement are submitted no later than **December 31, 2016**. The Executive Safety Committee enforces this cutoff date. If you are planning to purchase reimbursable items after the **December 31, 2016** cutoff date; you may encumber your money by sending a letter to the Executive Director's office announcing your intent by the **December 31, 2016** deadline.

All encumbered Funds must be claimed by **February 1, 2017**. The JIF will strictly adhere to the program cutoff date.

cc: Kathleen Brown, Safety Coordinator  
Joseph Meola, Risk Management Consultant  
Valerie Smith, Wellness Coordinator

File: ACMJIF/2016/Wellness Incentive Program Tab: Reimbursement Procedures

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

RESOLUTION #2016-96

Title: A RESOLUTION OF SUPPORT FOR GARDEN STATE PARKWAY, CONTRACT NO. P300.309 INTERCHANGE 0 IMPROVEMENTS; NEW JERSEY TURNPIKE AUTHORITY

WHEREAS, the State of New Jersey Turnpike Authority (NJTA) has proposed Intersection Improvements to Route 109 and the Garden State Parkway, within the jurisdiction of the Township of Lower; and

WHEREAS, a "Local Official Meeting" was held December 5, 2012; and

WHEREAS, NJDOT presented a Concept Development Study to Lower Township Officials; and

WHEREAS, Lower Township Officials protested NJDOT plans to make Ninth Avenue a one-way only, exiting onto Route 109; and

WHEREAS, subsequent plans Identified as Contract No. P300.309, "Interchange 0 Improvements," dated June 15, 2015 and revised February 12, 2016 were transmitted to Lower Township Officials; and

WHEREAS, the updated "Interchange 0 Improvements" plans, referenced above, sent to Lower Township, graphically show a change to the official plans; Where the Plans for Ninth Avenue were changed to show Ninth Avenue as a two-way intersection with Route 109 (plans attached) ; and

WHEREAS, Lower Township Officials considered this issue to have been completely resolved as far back as 2013; and

WHEREAS, Lower Township received a letter from Stephen M. Buente, PE, Supervising Engineer, New Jersey Turnpike Authority, dated March 3, 2016 (attached) and Lower Township Council understands the Authority's position on this matter; and

WHEREAS, an Urgent Care Medical Facility is located at this intersection and would be adversely affected by a proposed change to one-way; and

WHEREAS, Ninth Avenue is a Township street; and

WHEREAS, Lower Township Council desires to keep Ninth Avenue open to two-way traffic for all the reasons described above; and

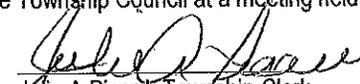
WHEREAS, the Lower Township Solicitor has reviewed this resolution and has found the resolution a reasonable exercise of Township Council's authority and legally appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that Lower Township Council finds that the proposed "Interchange 0 Improvements" are supported, in total, with the addition of the revised plans showing Ninth Avenue as a two-way street. (Revised Plans NJTA, Contract No. P300.309 Interchange 0 Improvements, grading, paving and drainage milepost 0.0 dated June 2015 and revised 2/12/16, 11 sheets total.)

The Lower Township Clerk is hereby instructed to send a copy of this Resolution to Robert J. Fischer, PE, Chief Engineer NJ Turnpike Authority and Steven Buente, PE, Supervising Engineer, NJ Turnpike Authority

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X					
PERRY		X				
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 March 21, 2016.

  
Julie A. Picard, Township Clerk



# New Jersey Turnpike Authority

ADMINISTRATION BUILDING - 581 MAIN STREET  
P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095  
TELEPHONE (732) 750-5300

CHRIS CHRISTIE  
GOVERNOR

KIM GUADAGNO  
LIEUTENANT GOVERNOR

March 3, 2016

Mr. William Galestok  
Lower Township Planning Director  
2600 Bayshore Road  
Villas, NJ 08251

RICHARD T. HAMMER, Chairman  
RONALD GRAVINO, Vice Chairman  
MICHAEL R. DuPONT, Treasurer  
RAYMOND M. POCINO, Commissioner  
ULISES E. DIAZ, Commissioner  
DANIEL F. BECHT, Commissioner  
JOHN D. MINELLA, Commissioner  
JOSEPH W. MROZEK, Executive Director

**Re: New Jersey Turnpike Authority  
Garden State Parkway Interchange 0 Improvement Project  
Request for Township Resolution of Support**

Dear Mr. Galestok:

Approximately two weeks ago the Turnpike Authority's (Authority) design consultant, T&M Associates, provided you with a Change of Plan pertaining to the construction being undertaken at the intersection of Route 109 and the Garden State Parkway. Specifically, the Change of Plan reflects a design modification to the intersection of 9<sup>th</sup> Avenue and Route 109 such that two-way access is maintained. This design change is being made at the request of Lower Township.

It is my understanding that Lower Township had been unwilling to pass a Resolution fully supporting the project because of the Township's opposition to original design which eliminated access into 9<sup>th</sup> Avenue from Route 109. Based on the fact that the Authority has agreed to modify the design to maintain two way traffic operations at the 9<sup>th</sup> Avenue intersection as reflected in the above referenced Change of Plan, it is hereby requested that Lower Township pass a Resolution supporting the project at this time.

Thank you and please let me know if you have any questions regarding this request.

Very truly yours,

Stephen M. Buente, P.E.  
Supervising Engineer, Planning & Environmental

SMB/cr

cc: R. Fischer  
J. Keller  
File

ESTIMATE OF QUANTITIES

ITEM NO.	UNIT CODE	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	PLAN SHEET TOTAL	IF AND WHERE DIRECTED	AS-BUILT QUANTITY
1	1011A	CONSTRUCTION LAYOUT	L.S.	1	1		
2	1011B	CONSTRUCTION LAYOUT	L.S.	1	1		
3	1011C	CONSTRUCTION LAYOUT	L.S.	1	1		
4	1011D	CONSTRUCTION LAYOUT	L.S.	1	1		
5	1011E	CONSTRUCTION LAYOUT	L.S.	1	1		
6	1011F	CONSTRUCTION LAYOUT	L.S.	1	1		
7	1011G	CONSTRUCTION LAYOUT	L.S.	1	1		
8	1011H	CONSTRUCTION LAYOUT	L.S.	1	1		
9	1011I	CONSTRUCTION LAYOUT	L.S.	1	1		
10	1011J	CONSTRUCTION LAYOUT	L.S.	1	1		
11	1011K	CONSTRUCTION LAYOUT	L.S.	1	1		
12	1011L	CONSTRUCTION LAYOUT	L.S.	1	1		
13	1011M	CONSTRUCTION LAYOUT	L.S.	1	1		
14	1011N	CONSTRUCTION LAYOUT	L.S.	1	1		
15	1011O	CONSTRUCTION LAYOUT	L.S.	1	1		
16	1011P	CONSTRUCTION LAYOUT	L.S.	1	1		
17	1011Q	CONSTRUCTION LAYOUT	L.S.	1	1		
18	1011R	CONSTRUCTION LAYOUT	L.S.	1	1		
19	1011S	CONSTRUCTION LAYOUT	L.S.	1	1		
20	1011T	CONSTRUCTION LAYOUT	L.S.	1	1		
21	1011U	CONSTRUCTION LAYOUT	L.S.	1	1		
22	1011V	CONSTRUCTION LAYOUT	L.S.	1	1		
23	1011W	CONSTRUCTION LAYOUT	L.S.	1	1		
24	1011X	CONSTRUCTION LAYOUT	L.S.	1	1		
25	1011Y	CONSTRUCTION LAYOUT	L.S.	1	1		
26	1011Z	CONSTRUCTION LAYOUT	L.S.	1	1		
27	1012A	CONSTRUCTION LAYOUT	L.S.	1	1		
28	1012B	CONSTRUCTION LAYOUT	L.S.	1	1		
29	1012C	CONSTRUCTION LAYOUT	L.S.	1	1		
30	1012D	CONSTRUCTION LAYOUT	L.S.	1	1		
31	1012E	CONSTRUCTION LAYOUT	L.S.	1	1		
32	1012F	CONSTRUCTION LAYOUT	L.S.	1	1		
33	1012G	CONSTRUCTION LAYOUT	L.S.	1	1		
34	1012H	CONSTRUCTION LAYOUT	L.S.	1	1		
35	1012I	CONSTRUCTION LAYOUT	L.S.	1	1		
36	1012J	CONSTRUCTION LAYOUT	L.S.	1	1		
37	1012K	CONSTRUCTION LAYOUT	L.S.	1	1		
38	1012L	CONSTRUCTION LAYOUT	L.S.	1	1		
39	1012M	CONSTRUCTION LAYOUT	L.S.	1	1		
40	1012N	CONSTRUCTION LAYOUT	L.S.	1	1		
41	1012O	CONSTRUCTION LAYOUT	L.S.	1	1		
42	1012P	CONSTRUCTION LAYOUT	L.S.	1	1		
43	1012Q	CONSTRUCTION LAYOUT	L.S.	1	1		
44	1012R	CONSTRUCTION LAYOUT	L.S.	1	1		
45	1012S	CONSTRUCTION LAYOUT	L.S.	1	1		
46	1012T	CONSTRUCTION LAYOUT	L.S.	1	1		
47	1012U	CONSTRUCTION LAYOUT	L.S.	1	1		
48	1012V	CONSTRUCTION LAYOUT	L.S.	1	1		
49	1012W	CONSTRUCTION LAYOUT	L.S.	1	1		
50	1012X	CONSTRUCTION LAYOUT	L.S.	1	1		
51	1012Y	CONSTRUCTION LAYOUT	L.S.	1	1		
52	1012Z	CONSTRUCTION LAYOUT	L.S.	1	1		
53	1013A	CONSTRUCTION LAYOUT	L.S.	1	1		
54	1013B	CONSTRUCTION LAYOUT	L.S.	1	1		
55	1013C	CONSTRUCTION LAYOUT	L.S.	1	1		
56	1013D	CONSTRUCTION LAYOUT	L.S.	1	1		
57	1013E	CONSTRUCTION LAYOUT	L.S.	1	1		
58	1013F	CONSTRUCTION LAYOUT	L.S.	1	1		
59	1013G	CONSTRUCTION LAYOUT	L.S.	1	1		
60	1013H	CONSTRUCTION LAYOUT	L.S.	1	1		

ESTIMATE OF QUANTITIES

ITEM NO.	UNIT CODE	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	PLAN SHEET TOTAL	IF AND WHERE DIRECTED	AS-BUILT QUANTITY
51	50101	CONCRETE	EACH	1	1		
52	50102	CONCRETE	EACH	1	1		
53	50103	CONCRETE	EACH	1	1		
54	50104	CONCRETE	EACH	1	1		
55	50105	CONCRETE	EACH	1	1		
56	50106	CONCRETE	EACH	1	1		
57	50107	CONCRETE	EACH	1	1		
58	50108	CONCRETE	EACH	1	1		
59	50109	CONCRETE	EACH	1	1		
60	50110	CONCRETE	EACH	1	1		
61	50111	CONCRETE	EACH	1	1		
62	50112	CONCRETE	EACH	1	1		
63	50113	CONCRETE	EACH	1	1		
64	50114	CONCRETE	EACH	1	1		
65	50115	CONCRETE	EACH	1	1		
66	50116	CONCRETE	EACH	1	1		
67	50117	CONCRETE	EACH	1	1		
68	50118	CONCRETE	EACH	1	1		
69	50119	CONCRETE	EACH	1	1		
70	50120	CONCRETE	EACH	1	1		
71	50121	CONCRETE	EACH	1	1		
72	50122	CONCRETE	EACH	1	1		
73	50123	CONCRETE	EACH	1	1		
74	50124	CONCRETE	EACH	1	1		
75	50125	CONCRETE	EACH	1	1		
76	50126	CONCRETE	EACH	1	1		
77	50127	CONCRETE	EACH	1	1		
78	50128	CONCRETE	EACH	1	1		
79	50129	CONCRETE	EACH	1	1		
80	50130	CONCRETE	EACH	1	1		
81	50131	CONCRETE	EACH	1	1		
82	50132	CONCRETE	EACH	1	1		
83	50133	CONCRETE	EACH	1	1		
84	50134	CONCRETE	EACH	1	1		
85	50135	CONCRETE	EACH	1	1		
86	50136	CONCRETE	EACH	1	1		
87	50137	CONCRETE	EACH	1	1		
88	50138	CONCRETE	EACH	1	1		
89	50139	CONCRETE	EACH	1	1		
90	50140	CONCRETE	EACH	1	1		
91	50141	CONCRETE	EACH	1	1		
92	50142	CONCRETE	EACH	1	1		
93	50143	CONCRETE	EACH	1	1		
94	50144	CONCRETE	EACH	1	1		
95	50145	CONCRETE	EACH	1	1		
96	50146	CONCRETE	EACH	1	1		
97	50147	CONCRETE	EACH	1	1		
98	50148	CONCRETE	EACH	1	1		
99	50149	CONCRETE	EACH	1	1		
100	50150	CONCRETE	EACH	1	1		
101	50151	CONCRETE	EACH	1	1		
102	50152	CONCRETE	EACH	1	1		
103	50153	CONCRETE	EACH	1	1		
104	50154	CONCRETE	EACH	1	1		
105	50155	CONCRETE	EACH	1	1		
106	50156	CONCRETE	EACH	1	1		
107	50157	CONCRETE	EACH	1	1		
108	50158	CONCRETE	EACH	1	1		
109	50159	CONCRETE	EACH	1	1		
110	50160	CONCRETE	EACH	1	1		
111	50161	CONCRETE	EACH	1	1		
112	50162	CONCRETE	EACH	1	1		
113	50163	CONCRETE	EACH	1	1		
114	50164	CONCRETE	EACH	1	1		
115	50165	CONCRETE	EACH	1	1		
116	50166	CONCRETE	EACH	1	1		
117	50167	CONCRETE	EACH	1	1		
118	50168	CONCRETE	EACH	1	1		
119	50169	CONCRETE	EACH	1	1		
120	50170	CONCRETE	EACH	1	1		



DATE	BY	CHK
2/12/16	JAN	EJC
DATE	BY	CHK

SCALE NONE  
 DATE JUNE 2015

ESTIMATE OF QUANTITIES - 1

**GARDEN STATE PARKWAY**

CONCRETE IMPROVEMENTS  
 GRAVING, PAVING AND DRAINAGE

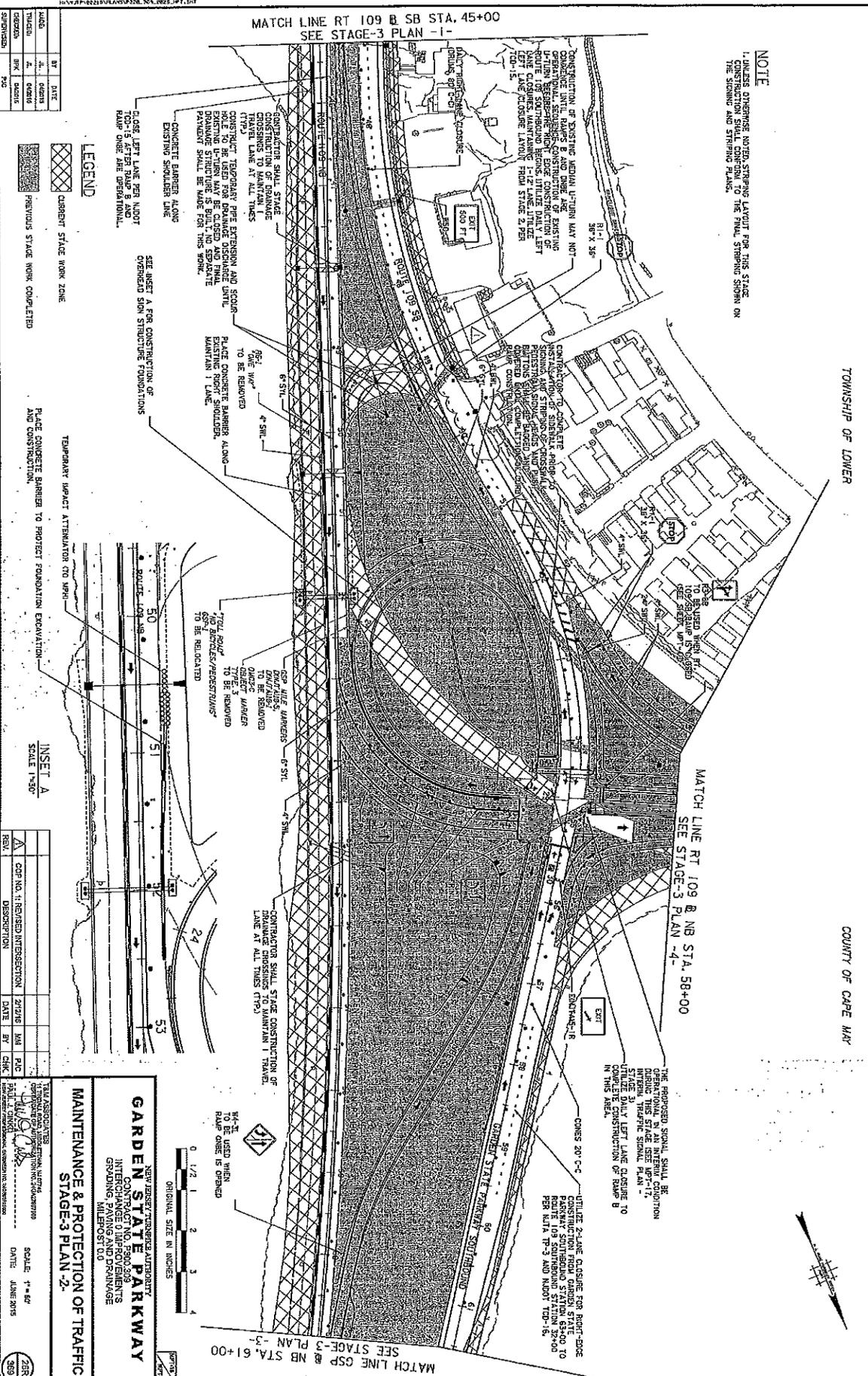
DATE: JUNE 2015

MATCH LINE RT 109 @ SB STA. 45+00  
 SEE STAGE-3 PLAN -1-

**NOTE**  
 1. UNLESS OTHERWISE NOTED, STRIPING LAYOUT FOR THIS STAGE CONSTRUCTION SHALL CORRESPOND TO THE FINAL STRIPING SHOWN ON THE SIGNING AND STRIPING PLANS.

TOWNSHIP OF LOWER

COUNTY OF CAPE MAY



**LEGEND**

[Cross-hatch symbol]	CURRENT STAGE WORK ZONE
[Diagonal hatch symbol]	PREVIOUS STAGE WORK COMPLETED

SEE INSET A FOR CONSTRUCTION OF OVERHEAD SIGN STRUCTURE FOUNDATIONS  
 TEMPORARY IMPACT ATTENUATOR TO BE PLACED CONCRETE BARRIER TO PROTECT FOUNDATION EXCAVATION AND CONSTRUCTION

**INSET A SCALE 1"=30'**

REV.	DESCRIPTION	DATE	BY	CHK.
1	CONTRACTOR TO CONSTRUCT TEMPORARY IMPACT ATTENUATOR TO BE PLACED CONCRETE BARRIER TO PROTECT FOUNDATION EXCAVATION AND CONSTRUCTION	2/12/16	MM	PAC

**MAINTENANCE & PROTECTION OF TRAFFIC STAGE-3 PLAN -2-**

**GARDEN STATE PARKWAY**  
 NEW BRIDGE/TOWNSHIP ALTERNATE CONTRACT NO. P800268  
 INTERCHANGES & IMPROVEMENTS  
 SIGNING, FURNISHING AND DRAINAGE  
 MAINTENANCE

SCALE: 1"=40'  
 DATE: JUNE 2015

FILE NAME: 1504\1504.DWG, SOL, PLOT, PLOT1.DWG



MATCH LINE GSP @ NB STA. 61+00  
 SEE STAGE-3 PLAN -3-

MATCH LINE RT 109 @ NB STA. 58+00  
 SEE STAGE-3 PLAN -4-

THE PROPOSED SIGNAL SHALL BE OPERATIONAL IN AN INTERIM CONDITION DURING THIS STAGE. SEE PLAN 71, STAGE 3A FOR STRIPING AND SIGNALS. UTILIZE 30\"



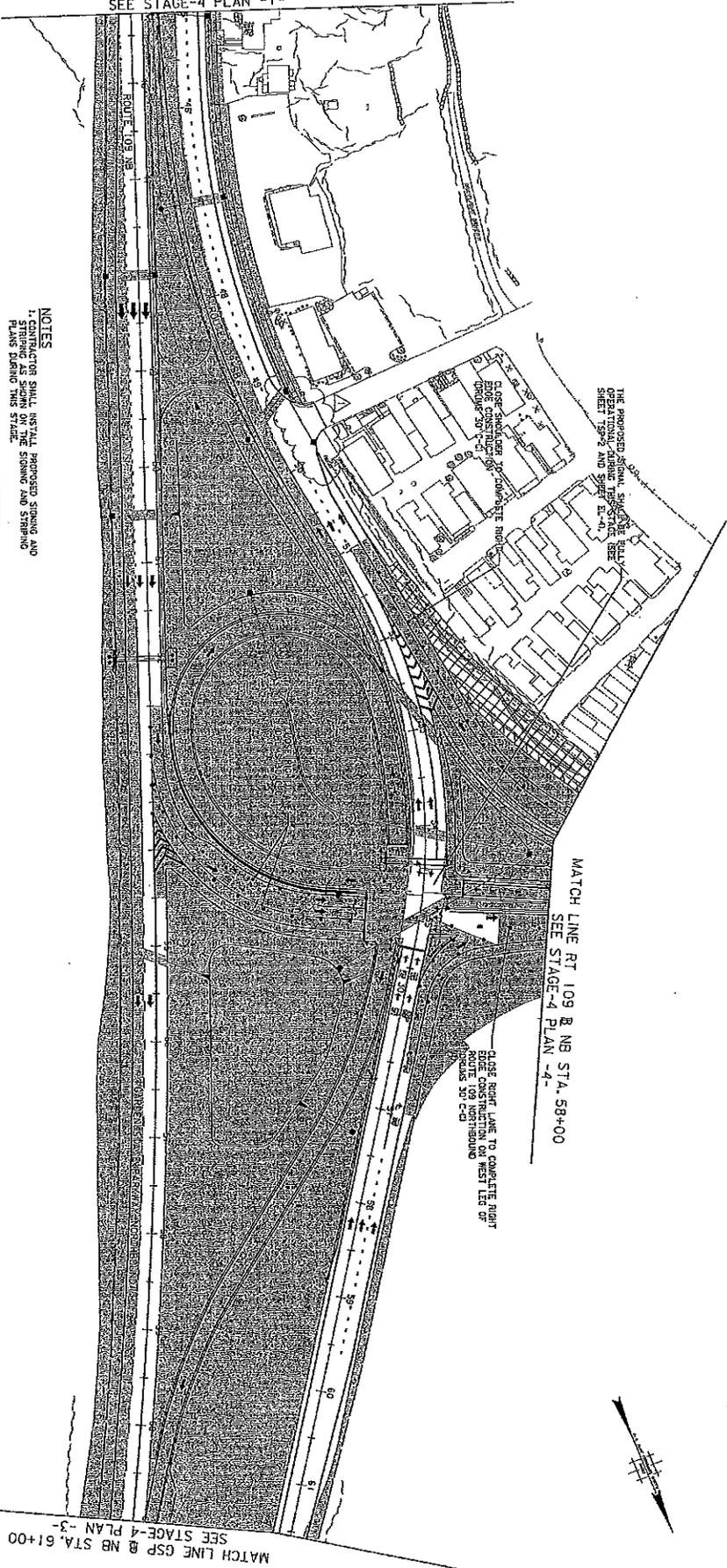


MATCH LINE RT 109 @ SB STA. 45+00  
 SEE STAGE-4 PLAN -1-

TOWNSHIP OF LOWER

COUNTY OF CAPE MAY

- NOTES**
1. SETTING SHALL INSTALL PROPOSED STRONG AND FINISH AS SHOWN ON THE SLOWING AND STRIPING PLANS DURING THIS STAGE.
  2. CONTRACTOR SHALL BAG AND COVER PEDESTALIAN SIGNAL HEADS AND PUSH BUTTONS UNTIL COMPLETION OF CURB RAMP CONSTRUCTION.



MATCH LINE RT 109 @ NB STA. 58+00  
 SEE STAGE-4 PLAN -4-

CLOSE RAMP LINE TO COMPLETE RIGHT SIDE SHOULDER TO 10' WEST LEG OF ROUTE 109 NORTHBOUND (SHEETS 20'-C-0)

MATCH LINE GSP @ NB STA. 61+00  
 SEE STAGE-4 PLAN -3-



**LEGEND**

	CURRENT STAGE WORK ZONE
	PREVIOUS STAGE WORK COMPLETED

NO.	DATE	BY	CHKD.
1	06/20/16	MM	MM
2	06/20/16	MM	MM
3	06/20/16	MM	MM

REV.	DESCRIPTION	DATE	BY	CHK.
A	GSP V.C. FREEMAN INTERSECTION	2/22/16	MM	MM
B	REVISION	06/15/16	MM	MM

**NEW/RECONSTRUCTED INTERSECTION**

**GARDEN STATE PARKWAY**

CONTRACT NO. 2016-011-011-011

INTERCHANGE IMPROVEMENTS  
 GRADING, PAVING AND DRAINAGE  
 INTERPOSITS CO.

**MAINTENANCE & PROTECTION OF TRAFFIC STAGE-4 PLAN -2-**

SCALE: 1"=40'

DATE: JUNE 2016

PREPARED BY: [Signature]

DATE: [Signature]

SCALE: 1"=40'

DATE: JUNE 2016

318 389









CONTRACT SIGN NUMBER	CONTRACT LOCATION	NUMBER OF PANELS REQUIRED	LEGEND	SIGN PANEL				POST SUPPORTS	REMARKS				
				WIDTH	HEIGHT	COPY	BACKGROUND						
NO.	NO.	NO.		FT.	FT.		COLOR	FINISH	COLOR	FINISH	NO.	SIZE	
34		2		4.5	1.5	1	BLACK	NON-REFLECTIVE SHEETING	WHITE	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
35		3		3.0	3.0	1	WHITE	REFLECTIVE SHEETING	RED	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
36		1		3.0	3.0	1	RED/BLACK	REFLECTIVE SHEETING	WHITE	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
37		4		3.0	DIA	1	YELLOW	REFLECTIVE SHEETING	GREEN	REFLECTIVE SHEETING			REFER TO NATA DRAWING S-12 FOR LAYOUT AND DETAILS
38		3		1.75	1.25	1	YELLOW	NON-REFLECTIVE SHEETING	GREEN	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
39		7		2.0	2.5	1	BLACK	NON-REFLECTIVE SHEETING	WHITE	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS

CONTRACT SIGN NUMBER	CONTRACT LOCATION	NUMBER OF PANELS REQUIRED	LEGEND	SIGN PANEL				POST SUPPORTS	REMARKS				
				WIDTH	HEIGHT	COPY	BACKGROUND						
NO.	NO.	NO.		FT.	FT.		COLOR	FINISH	COLOR	FINISH	NO.	SIZE	
40		4		5.0	1.0	1	BLACK	NON-REFLECTIVE SHEETING	WHITE	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
41		2		5.0	1.0	1	BLACK	NON-REFLECTIVE SHEETING	WHITE	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
42		2		4.0	4.0	1	BLACK	NON-REFLECTIVE SHEETING	YELLOW	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
43		1		6.0	7.0	1	BLACK	REFLECTIVE SHEETING	REFLECTIVE SHEETING	3 STEEL U		4.0"	REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS
44		3		2.0	2.0	1	WHITE	REFLECTIVE SHEETING	BLUE	REFLECTIVE SHEETING			REFER TO ATTACHED FOR LAYOUT AND DIMENSION DETAILS

**SIGNING AND STRIPING PLANS -12-**

**GARDEN STATE PARKWAY**

NEW JERSEY TURNPIKE AUTHORITY  
CONTRACT NO. 250032B  
INTERCHANGES & IMPROVEMENTS  
GRADING, PAVING AND DRAINAGE  
MILES 0+100 TO 0+110

SCALE: NONE  
DATE: JUNE 2018

TVA ASSOCIATES  
1000 ROUTE 100  
SUITE 200  
MILLSBORO, DE 19966  
TEL: 302-391-1000  
FAX: 302-391-1001  
WWW.TVAASSOCIATES.COM

DATE: JUNE 2018

SCALE: NONE

DATE: JUNE 2018

395







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

RESOLUTION #2016-97

**TITLE: APPROVAL OF SEASHORE COMMUNITY CHURCH OF THE NAZARENE'S REQUEST TO CONDUCT A FLEA MARKET/SPRING FESTIVAL**

**WHEREAS**, Section 359-13 of the Code of Lower Township prohibits outdoor flea markets within the confines of Lower Township except as provided for in Section 359.13b; and

**WHEREAS**, Section 359-13 of the General Ordinances of the Township of Lower permits non-profit, charitable, civic and religious organizations to conduct four (4) outdoor flea markets per year within the confines of the Township if approved by the Township Council; and

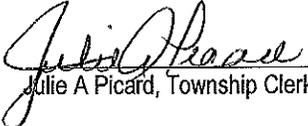
**WHEREAS**, the Township Council has reviewed the request of Seashore Community Church of the Nazarene to conduct a Spring Festival on May 7, 2016 on the grounds of Seashore Community Church, 446 Seashore Road, Erma; and

**WHEREAS**, the Council has determined the applicant meets the ordinance requirements of a non-profit, charitable, civic and/or religious organization.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, that approval is hereby granted.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
Julie A. Picard, Township Clerk



March 9, 2016

**Rev. Mark Hardy**  
Lead Pastor

**Rev. Andrew Ervin**  
Pastor to Families,  
Administrator of Seashore  
Learning Center

**Rev. Jim Estill**  
Senior Adult Pastor

**Rev. Wil Kauffman**  
In-House

**Almond Weech**  
Compassionate Care  
Coordinator

**Debra Fricker**  
Office Administrator

Lower Township  
2600 Bayshore Road  
Villas, NJ 08251

To Whom it May Concern.

Seashore Community Gleaning Center (Food Pantry) requests the date of Saturday, May 7th, 2016 for a Spring Festival (crafters, vendors, flea market tables, food vendors). The time will be from 8am to 4pm. The event will be on the grounds of the Seashore Community Church at 446 Seashore Road, Erma. We appreciate your consideration of our event and look forward to approval and confirmation of such.

Thanking you in advance,

Mr. Almond Weech  
Compassionate Care Coordinator  
Lordweech18@hotmail.com  
856-974-1046

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

RESOLUTION # 2016-98

**TITLE: CONTRACT AWARD WITH ADVANCED ELECTRONIC DESIGN d/b/a PATROL PC FOR (46) FORTY SIX POLICE BODY CAMERAS**

**WHEREAS**, the Township of Lower Police Department intends to purchase, as per Division of Purchase and Property in the Department of Treasury, State of New Jersey, Contract #A81300, with Advanced Electronic Design d/b/a Patrol PC, (46) Forty-Six body Police Cameras. Through this resolution, pursuant to N.J.S.A 40A:11-12a and N.J.A.C 5:34-7.29, enters into a contract and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

**WHEREAS**, all portions of this contract were reviewed and approved by Chief Mastriana and the QPA; and

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

  
Lauren Read, CFO

Attorney General BWC Grant \$23,000/ Ord #15-03 \$66,957.00  
Budget Account

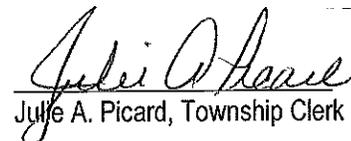
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

**AWARD TO: ADVANCED ELECTRONIC DESIGN d/b/a Patrol PC**  
**TOTAL: \$89,951.00**

**BE IT FURTHER RESOLVED**, upon approval of the resolution, the fully executed Purchase Order shall serve as the Contract for the award of the contract.

	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 March 21, 2016.

  
Julie A. Picard, Township Clerk





415 Century Parkway, Allen, TX 75013  
 (972) 423-9777 Fax: (972) 423-9778  
 National Toll-Free 1-800-605-MPEG (6734)  
 www.watchguardvideo.com

# CAMERA QUOTE

Quote #: QUO-28558-F9T8

Rev #: 4

Customer	
Lower Township Police Department	
Attn: Biersbach	
***	
Telephone Number	Fax Number
609-886-2005	609-886-4924
Email Address	

Quote Information		
Quote Valid From:	To: 4/22/2016	
Quote Presented By:	Wayne Koveleskie	
Presenter Contact:	WKoveleskie@WatchGuardVideo.com	
Est. Ship Date	Ship Via	Payment Terms
30 days	UPS Ground	Net 30

#	Part Number	Description	Unit Price	Qty	Ext Price
1	HDW-4RE-JBD-016	Storage, JBOD Enclosure, 4RE, 16-bay 3U, Includes SAS Cable	\$2,100.00	1	\$2,100.00
2	VIS-VTS-DTC-001	VISTA Transfer Station Assy, for 8 Cameras, Ethernet	\$1,402.00	6	\$8,412.00
3	KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	\$937.00	1	\$937.00
4	VIS-CAM-EXT-002	VISTA HD, Extended Version, Wearable Camera (v2)	\$840.00	46	\$38,640.00
5	SVC-4RE-RMT-410	4RE Remote System Setup, Configuration, Testing and Admin Training	\$750.00	1	\$750.00
6	WAR-VIS-CAM-NOF	Warranty, VISTA 3 Year No-Fault	\$580.00	46	\$26,680.00
7	HDW-4RE-HDD-4TB	Hard Drive, Server, 4TB, 7,200 RPM, 4RE	\$461.00	12	\$5,532.00
8	KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	\$150.00	46	\$6,900.00
9	WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	Included	46	Included
10	VIS-CHG-BSE-KIT	VISTA Charging Base Kit, incl. Power and USB Cables	Included	46	Included
11	VIS-VTS-DTC-001	VISTA Transfer Station Kit, incl Power Supply and Cables	Included	6	Included
12	VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount, Assembly	Included	46	Included
13	SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	Included	46	Included
14	SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD-SHARE - Basic	Included	46	Included

Comments:

New Jersey State Contract # A81300-21817-82 Pricing  
 Please note: PO must be directed and sent to Patrol PC  
 customerservice@patrolpc.com

Subtotal	\$89,951.00
Shipping	\$0.00
Taxes	
Total	\$89,951.00



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**ROBERT A. ROMANO**  
*Acting State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**AMENDMENT #191**  
**T-0106**  
**SOLICITATION #21817**  
**Advanced Electronics**  
**A81300**

**TO:** State Agencies and Cooperative Purchasing Partners

**DATE:** September 24, 2015

**FROM:** Vicki Klawitter, Procurement Specialist

**SUBJECT:** Police and Homeland Security Equipment & Supplies

**CONTRACT PERIOD:** May 1, 2012 to April 30, 2015  
1<sup>st</sup> Extension - May 1, 2015 thru April 30, 2016

Please be advised that Advanced Electronics (Contract A81300) has added products and updated there pricelist with a reduction.

Description	PPC Part #	MSRP	NJ State Contract Price
<b>HONEYWELL BATTERIES</b>			<b>25% Discount</b>
HONEYWELL XTS3000/5000 BATTERY (ALSO FITS EFJ) 7.5V 4000mAh NIMH	H8299-M(40)	\$ 56.84	\$ 42.63
HONEYWELL INTRINSICALLY SAFE XTS3000/5000 BATTERY (ALSO FITS EFJ) 7.5V 4000mAh FM APPROVED NIMH	HIS8299-M(40)	\$ 66.00	\$ 49.50
HONEYWELL XTS3000/5000 BATTERY (ALSO FITS EFJ) 7.5V 3800mAh Li Ion	H8610-Li(38)	\$ 96.67	\$ 72.50
HONEYWELL XTS3000/5000 NEOCELL BATTERY (ALSO FITS EFJ) 7.5V 4100mAh NEOCELL Li Polymer Intrinsically Safe	H8610-LiP(41)	\$ 100.00	\$ 75.00
HONEYWELL XTS1500/2500 BATTERY 7.5V 2700mAh NIMH	H9858-M(27)	\$ 69.87	\$ 52.40
HONEYWELL SINGLE BAY DESKTOP CHARGER FOR XTS PORTABLES TRI-CHEM for XTS2500/XTS5000 & EFJ	PATRIOT1NU	\$ 102.93	\$ 77.20
HONEYWELL SINGLE BAY VEHICULAR CHARGER FOR XTS PORTABLES TRI-CHEM FOR XTS3000/5000	PATRIOTDCNU	\$ 70.03	\$ 52.52
HONEYWELL 6 BAY GANG CHARGER FOR XTS PORTABLES TRI-CHEM for XTS2500/XTS5000 & EFJ	PATRIOT6NU	\$ 653.27	\$ 489.95

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

RESOLUTION #2016-99

**TITLE: A RESOLUTION APPROVING PAYMENT OF YEAR TWO ON AN INTERLOCAL SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP FIRE DISTRICT # 3**

**WHEREAS**, the Township of Lower believes it is in the best interest of the residents of the Diamond Beach Area of Lower Township to provide additional fire services through an inter-local service agreement; and

**WHEREAS**, Lower Township Fire District # 3 have agreed to provide for the services and the Township of Lower has agreed to pay Fire District # 3 a total amount of \$10,000 for said service; and

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

Appropriation # 6-01-25-260-200

Signature: 

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that payment to Fire District # 3 is hereby authorized.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2016.

  
Julie A Picard, Township Clerk

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

RESOLUTION # 2016-100

TITLE: A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY  
LOCATED IN THE TOWNSHIP OF LOWER

WHEREAS, the Township of Lower deems it to be in the best interests of the Township to purchase certain real property located at 4 Clearwater Drive, Cape May, New Jersey 08204, also known as Lot 9, in Block 494.27 for the agreed upon purchase price of \$200,000 with an additional \$1,000 towards Seller's closing costs; and

WHEREAS, the Township of Lower further believes that the acquisition of the referenced property is in the best interests of the Township in order to avoid protracted litigation over the alleged condemnation and partial taking of the referenced property; and

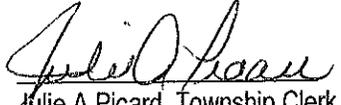
WHEREAS, pursuant to N.J.S.A. 40A:12-3, the Township of Lower may acquire such buildings or land as may be necessary and suitable for the performance of its functions or for the construction thereon of buildings or other capital improvements or additions thereto; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, as follows:

1. The Township of Lower intends to execute the attached Agreement of Sale concerning certain real property located at 4 Clearwater Drive, Cape May, New Jersey 08204 also known as Lot 9, in Block 494.27 for the agreed upon purchase price of \$200,000 with an additional \$1,000 towards Seller's closing costs.

	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 March 21, 2016.

  
Julie A Picard, Township Clerk

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made as of MARCH \_\_\_\_, 2016, being the date the last of Buyer or Seller to execute this Agreement (the "Effective Date") between ANTHONY GIGLIOTTI (collectively "Seller") and TOWNSHIP OF LOWER ("Buyer").

Subject to the terms and conditions in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following described property (collectively, the "Property").

1.1. Land, Improvements, Personalty and Leases. The foregoing is located at 4 CLEARWATER DRIVE, CAPE MAY, NEW JERSEY 08204, ALSO KNOWN AS LOT 9, IN BLOCK 494.27, on the municipal tax map, together with all right, title and, interest, if any, of Seller in and to all easements, estates, powers, rights and privileges relating or appurtenant thereto (collectively, the "Property").

2.1. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be \$200,000 and shall be paid by Buyer with check at closing.

3.1 Title. The title shall be good, marketable and insurable at regular rates, by any reputable title insurance company, to be selected by Buyer; and shall be free and clear of encumbrances, including municipal liens and assessments and liabilities for assessments for improvements now constructed.

3.1.1. Seller represents that there is no pending litigation, no environmental issues, no violations at the Property, no hazardous materials and no other contracts on the Property. It is understood and agreed between Buyer and Seller that this property is being sold in "as is" condition and will likely be demolished by Buyer. Therefore, no inspections are required or provided for in this Agreement and Seller shall have no obligation to make any repairs or corrections to the property prior to closing. In the event the Buyer elects not to demolish the Property the Buyer further waives any rights to inspections.

4.1. Closing. The closing ("Closing") of this transaction shall take place at SHORE TITLE in North Wildwood on or about \_\_\_\_\_, 2016 AT 12 P.M. the date ("Closing Date").

5.1. Items to be Delivered at Closing. At or prior to Closing, Seller shall deliver or cause to be delivered to Buyer, through escrow or directly to Buyer A Bargain and Sale Deed with Covenants Against Grantor's Acts; forms required by title company; keys; municipal certificate; and a Tax Clearance Certificate prior to Closing.

6.1 Seller's Costs. Seller shall pay for the New Jersey Realty Transfer Tax payable by a seller of real estate under New Jersey law; the drawing of the deed and bill of sale; recording or discharge fees to extinguish any existing mortgage lien or financing statement as against Seller; and such other documents and costs as are customarily prepared and paid by Seller in southern New Jersey, together with the cost of recordation thereof. It is understood and agreed to that the Buyer will be contributing \$1,000 to the Seller's closing costs set forth herein.

6.2. Buyer's Costs. Buyer shall pay for all title insurance premiums and search charges; any survey of the Property; the cost of recordation of the deed and any financing documents; and such other documents and costs as are customarily prepared and paid by Buyer in southern New Jersey, together with the cost of recordation thereof.

6.3. Other Pro-Rations. Real estate taxes and other governmental impositions, rent, water, sewer, and other utility charges, and similar costs and expenses related to the ownership and operation of the Property, shall be adjusted as of Closing on a full calendar or fiscal year basis, as may be applicable.

7.1. Breach. If either party breaches, the non-breaching party shall be entitled to pursue all remedies of law and equity available.

8.1. Sale. There are no real estate commissions set forth within this agreement as the parties are represented by counsel and have elected not to utilize the services of licensed real estate professionals.

9.1 License. It is understood and agreed that the Seller will be entitled to a license to enter and exit the property for a period six (6) weeks from the date of closing in order to remove his personal belongings from the Property. In the event said belongings are not removed by the end of six (6) weeks from the date of closing the Township will remove the Seller's personal belongings from the property and dispose of them accordingly.

10.1. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and no subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

11.1. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors and assigns of the Parties hereto. Words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.

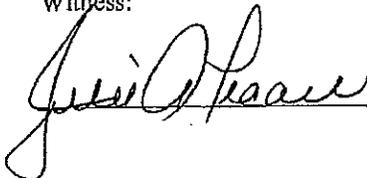
12.1. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein or the material economic benefits intended to be realized by a Party from this Agreement.

13.1. Applicable Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.

14.1. No Attorney Review Period. This Agreement was drafted by attorneys at law on behalf of Buyer and creates a binding contract when executed, without regard to any period for attorney review and/or cancellation thereafter.

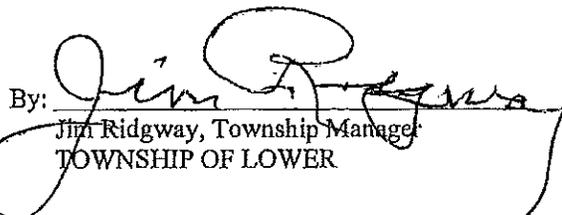
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first above written.

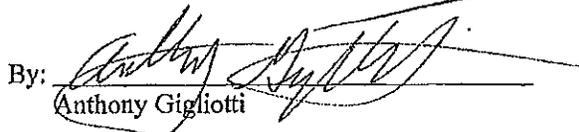
Witness:

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

By:   
Jim Ridgway, Township Manager  
TOWNSHIP OF LOWER

By:   
Anthony Gigliotti

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

RESOLUTION #2016-101

Title: AUTHORIZING PAYMENT OF 2016 PENSION AMOUNTS DUE

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

WHEREAS, payment of Employer share of PERS and PFRS 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, PERS Pension contributions and PFRS Pension contributions are budgeted and sufficient funds available as follows as certified by the Chief Financial Officer  payable as follows:

\$601,226 to 6-01-36-471-500 PERS PENSION due 4/1/2016  
\$903,083 to 6-01-36-475-500 PFRS PENSION due 4/1/2016

NOW, THEREFORE BE IT RESOLVED by the Township Council that the aforementioned payments to the NJ Pensions are hereby authorized.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
PERRY		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
SIMONSEN			<input checked="" type="checkbox"/>			
CLARK			<input checked="" type="checkbox"/>			
BECK			<input checked="" type="checkbox"/>			

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 March 21, 2016.

  
Julie A. Picard, Township Clerk

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

RESOLUTION #2016-102

Title: RESOLUTION APPROVING PURCHASE OF ONE (1) 45 FOOT 2005 EAST WALKING FLOOR TRAILER FROM THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

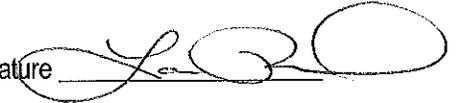
WHEREAS, the Township seeks to purchase one (1) 2005 45 Foot East Walking Floor Trailer, Vin # 1E1V1Y2815RH35264 deemed surplus by the Cape May County MUA for the fee of \$22,500.00, and

WHEREAS, upon the approval from the Cape May County MUA by Resolution, said purchase may be authorized; and

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

Appropriation # C-04-55-414-220

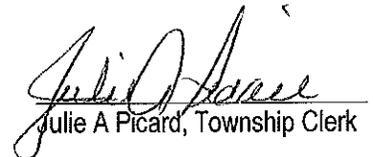
Signature



NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the purchase of one 45 foot 2005 East Walking Floor Trailer needed for the transport of compost and wood chips Vin # 1E1V1Y2815RH35264 from the Cape May County Municipal Utilities Authority be approved upon the Cape May County MUA Resolution approval.

	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 March 21, 2016.



Julie A Picard, Township Clerk

GovDeals Generic Inspection Form

Inventory ID: TR 30

Asset Number 4469

Anticipated Sale Price:

Short Description: WALKING FLOOR OPEN TOP  
Year 2005 Manufacturer EAST Model 109 CY WF

Please fill in or check if apply

Long Description: IN SERVICE 9/2004

This Equipment:  Is Operable  Is Not Operable  For Parts Only  Needs Repair  The Condition is Unknown

Hours: MILES 245,000

This equipment was maintained every 30  Hours  Days

Repairs needed:

Description of Use

O.T TRAILER HOULED TRASH AND RECYCLE

Color \_\_\_\_\_  Cloth  Vinyl  Leather  Metal  Plastic  Wood  Rubber

Minor damage to: STANDARD USE DAMAGE

Major damage to:

Size: Length: Feet: 48 Inches: \_\_\_\_\_ Width/Depth: Feet: 9 Inches: \_\_\_\_\_ Height: Feet: Standard inches: \_\_\_\_\_

Men's Size: \_\_\_\_\_ Women's Size: \_\_\_\_\_

Additional Equipment: Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Serial # \_\_\_\_\_ Condition:  Is Operable  Needs repair  Unknown Condition

Description: \_\_\_\_\_

Additional Equipment: Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Serial # \_\_\_\_\_ Condition:  Is Operable  Needs repair  Unknown Condition

Description: \_\_\_\_\_

Additional Equipment: Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Serial # \_\_\_\_\_ Condition:  Is Operable  Needs repair  Unknown Condition

Description: VIN # 1E1U1Y2815RA35264

Comments:

REMOVED FROM SERVICE IN WORKING CONDITION ON 2-24-16

Location of Asset: CAPE MAY COUNTY LANDFILL

For more information contact: \_\_\_\_\_

Joseph V. Rizzuto, Executive Director



George W. Betts, Chairman  
William J. McMahon, Jr., Vice Chairman  
William G. Burns, Jr.  
Patricia A. Callinan  
Carl H. Groon  
Richard Rixey  
Carol L. Saduk

## Cape May County Municipal Utilities Authority

Post Office Box 610, Cape May Court House, New Jersey 08210  
Telephone: 609-465-9026 • Telefax: 609-465-9025  
www.cmcmua.com • email: admin@cmcmua.com  
Overnight Deliveries: 1523 Route 9 North, Swainton, New Jersey 08210

March 18, 2016

Mr. Gary Douglass  
Township of Lower  
Department of Public Works  
2600 Bayshore Road  
Villas, NJ 08251

RE: Sale of Walking Floor Transfer Trailer

Dear Mr. Douglass:

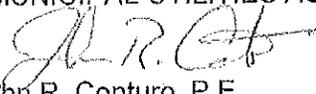
Pursuant to our previous telephone conversations, the Cape May County Municipal Utilities Authority (CMCMUA) is in the process of declaring one (1) of its existing transfer trailers as surplus equipment. The Township of Lower, Department of Public Works (LTDPW) has expressed their interest in purchasing the transfer trailer through an Interlocal Agreement.

CMCMUA is willing to sell the transfer trailer (VIN 1E1U1YZ815RH35Z64) to LTDPW at a price of \$22,000.00. This price has been set based on similar transfer trailers found on the internet. The transfer trailer was taken out of service on February 24, 2016 and is in good working condition.

Please let me know if you need additional information regarding this trailer.

Very truly yours,

CAPE MAY COUNTY  
MUNICIPAL UTILITIES AUTHORITY

  
John R. Conturo, P.E.  
Asst. Solid Waste Manager

JRC:amm

cc: Mr. Joseph V. Rizzuto  
Mr. Robert P. Donato, CPA  
Ms. Lorretta J. Hazell, QPA  
Mr. Michael R. Ciccottelli

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

RESOLUTION #2016-103

Title: UNDER 3% EMERGENCY RESOLUTION (N.J.S.A. 40A:4-48)

WHEREAS, an emergency has arisen requiring a budget line to provide funding for the acquisition of property associated with the capital project funded by bond ordinance #15-10: Roseann Avenue Drainage Improvements and no adequate provision was made in the 2016 budget for said purpose; and

WHEREAS, N.J.S.A 40A:4-46 provides for the creation of an emergency appropriation for the purpose above mentioned, and

WHEREAS, the foregoing appropriation together with prior appropriations does not exceed three (3) percent of the total operating appropriations in the budget for 2016; and

WHEREAS, the total amount of emergency appropriation created including this appropriation to be created by this resolution is \$201,000 and three percent of the total operations in the budget for the year 2015 is \$734,800.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower in the County of Cape May (not less than two thirds of all members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48 that:

1. An emergency appropriation be and the same is hereby made for:  
**GENERAL APPROPRIATIONS**  
(C) Capital Improvements – Excluded from CAPS  
Acquisition of Property –  
Other Expenses **\$201,000**
2. That said emergency appropriation shall be provided in full by bond ordinance #15-10 as amended by bond ordinance #16-03.
3. That two (2) certified copies of this resolution be filed with the Director of Local Government Services.

	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 March 21, 2016.

  
Julie A Picard, Township Clerk

CERTIFICATION FOR EMERGENCY APPROPRIATION FORM  
CHIEF FINANCIAL OFFICER

Purpose of Emergency Appropriation:

The Township of Lower is acquiring the property located at Block 494.27 / Lot 9 with the street address: 4 Clear Water Drive for the amount of \$200,000. Associated with the purchase is an amount of \$1,000 for closing costs. The acquisition of this property provides the land needed to construct a pump station associated with the drainage project authorized by bond ordinance #15-10, known as Roseann Avenue and Bayshore Estates. Ordinance #15-10 is being amended to include the expenditure of funds for the acquisition of property and will be in effect on or about April 25, 2016. Closing for this property is expected to precede this date, thereby requiring an emergency appropriation to provide an appropriation.

Date of Happening: April 2016

Have any contracts been awarded or purchase orders placed in connection with this emergency appropriation? No

Signed   
Lauren Read

Title CFO, Township of Lower

Dated 3/21/2016

RESOLUTION #2016-104  
AMENDING RESOLUTION #2015-370

HR-0426-0610

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PENSIONS AND BENEFITS

**STATE HEALTH BENEFITS PROGRAM  
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM**

PO BOX 299 TRENTON, NEW JERSEY 08625-0299

**RESOLUTION**

**A RESOLUTION to adopt the provisions of Chapter 48 (N.J.S.A. 52:14.17.38) under which a public employer may agree to pay for the State Health Benefits Program (SHBP) and/or School Employees' Health Benefits Program (SEHBP) coverage of certain retirees.**

**BE IT RESOLVED:**

1. The Township of Lower 0247-00  
CORPORATE NAME OF EMPLOYER - COUNTY SHBP/SEHBP ID NUMBER  
hereby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission and School Employees' Health Benefits Commission to implement the provisions of that law.
2. This resolution affects employees as shown on the attached Chapter 48 *Resolution Addendum*. It is effective on the 1st day of February 1, 2016.  
MONTH YEAR
3. We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any *Chapter 88 Resolution* or *Chapter 48 Resolution* adopted previously by this governing body.
4. We agree that this *Resolution* will remain in effect until properly amended or revoked with the SHBP and/or SEHBP. We recognize that, while we remain in the SHBP and/or SEHBP, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached *Chapter 48 Resolution Addendum* for all employees who qualify for this coverage while this *Resolution* is in force.
5. We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this *Resolution*.

**I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the**

Township of Lower  
CORPORATE NAME OF EMPLOYER  
on the 21<sup>st</sup> day of March, 2016  
Juli A. Loare  
SIGNATURE  
Township Clerk  
OFFICIAL TITLE

2600 Bayshore Road  
ADDRESS  
Villas, NJ 08251  
CITY STATE ZIP CODE  
609-886-2005  
AREA CODE TELEPHONE NUMBER



RESOLUTION # 2016-104

	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 March 21, 2016.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2016-105

Title: APPROVAL FOR PAYMENT TO LOWER CAPEMAY REGIONAL SCHOOL DISTRICT FOR FIFTY PERCENT OF A PORTABLE SCOREBOARD

WHEREAS, Lower Cape May Regional School District is anticipating purchasing a portable scoreboard to be used at the athletic fields which currently do not have a scoreboard; and

WHEREAS, Lower Township utilizes the same fields; and

WHEREAS, sharing the expense of the scoreboard would be mutually beneficial; and

WHEREAS, the CFO has determined sufficient funds are available in the budget as evidenced by her signature:

Appropriation # C-04-55-410-640

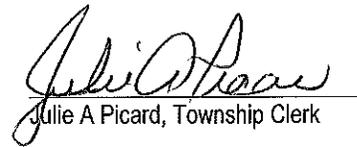
Signature:



NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that approval is granted to reimburse Lower Cape May Regional School District for Fifty Percent of the final cost of a portable scoreboard not to exceed \$1,700.00.

	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 March 21, 2016.



Julie A. Picard, Township Clerk

## Julie Picard

---

**From:** Mitch Plenn <recreation@townshipoflower.org>  
**Sent:** Friday, March 11, 2016 11:10 AM  
**To:** jpicard@townshipoflower.org  
**Cc:** jim ridgway; bfournier@townshipoflower.org  
**Attachments:** Portable Scoreboard Quote.pdf; Scoreboard Specs.pdf

Julie,

I am asking that the following request be placed onto an upcoming township agenda for review and approval. All supporting documents are attached. Thank you.

The Lower Cape May Regional School District is looking to purchase a portable scoreboard to be used at athletic fields that currently do not have one. This portable scoreboard could also be used in an emergency at athletic events that do have scoreboards that would not be operating correctly. The school district's Athletic Director has selected a scoreboard that he feels meets all of our needs collectively. The school district would purchase the portable scoreboard and we would reimburse them 50% of the final cost. I feel that this shared service would be beneficial to both parties. Please let me know if there is any additional information that you need. Thank you.

Mitchell Plenn  
Superintendent  
Parks and Recreation  
P:609-886-7880  
F:609-886-7838  
E: [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

# SPORTABLE SCOREBOARDS®

The Leader In Scoreboard Technology

106 Max Hurt Drive  
Murray, Kentucky 42071  
TOLL-FREE: 800-323-7745  
FAX: 270-759-4112  
www.sportablescoreboards.com

## Quotation

Date: 3/4/2016  
Quote Number: 88386-1  
Prepared By: Teca Maxwell  
Notes: MS-4 Model

Customer: Lower Cape May Reg HS  
Address: 687 Rt 9  
Cape May NJ 08204  
Phone: 6098843475  
Fax:  
Email: schiffbauerm@lcmrschools.com  
Contact: Mark Schiffbauer

Model	Description	Qty	Unit Price	Ext. Price
MS-4	PORTABLE MULTI SPORT 52" X 68"	1	\$2,795.00	\$2,795.00
BLACK	POWDER COAT BLACK	1	\$0.00	\$0.00
EP-3	BATTERY PACK EXTERNAL EP3 SSB	1	\$95.00	\$95.00
HHWIRELESS/PORT	HANDHELD WIRELESS FOR PORTABLES	1	\$695.00	\$695.00
CH 72	CH 72	1	\$0.00	\$0.00
DECLINE SIGNATURE	DECLINE SIGNATURE	1	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$3,585.00</b>
<b>Discount:</b>				<b>\$537.75</b>
<b>Total:</b>				<b>\$3,047.25</b>

<b>Shipping:</b>	<b>\$295.17</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Quote Total:</b>	<b>\$3,342.42</b>

Thank you for the opportunity to quote on your project! If you have any questions concerning this quotation or if there is anything else I can do for you, please give me a call.

Sincerely,



Teca Maxwell  
Sales Associate  
TecaMaxwell@scoreboard1.com  
Extension 161

Quote valid for 30 days. Installation and electrical work not included. Visa, Mastercard, American Express and personal checks accepted for your convenience.

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

RESOLUTION # 2016-106

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. **Collective Bargaining Agreement Updates**

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. **Lease of Real Property – Public Safety Building**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on March 21, 2016 that an Executive Session closed to the public shall be held on this date at approximately 7:39 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the

discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY	X		X			
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