

Signed Resolutions – November 18, 2019

Res. #2019- 341- Payment of Vouchers \$ 742,160.07

Res. #2019-342 - A Resolution Approving a Shared Service Agreement Between the Township of Lower, the County of Cape May and the Municipal and County Enforcement Agencies to Participate in the Cape May County Law Enforcement Records Management System

Res. #2019-343- Authorization for the Payout of Accumulated Compensatory Time (M.Gamble \$2,251.98)

Res. #2019-344- Approval of Contribution to Lower Township Rotary (\$800 Tree Lighting/Parade)

Res. #2019-345- A Resolution Requesting Release of Performance Guarantee for Cape May Food Group/Dunkin Donuts; Block 494.54, Lot 1 Escrow #Z16-03-01

Res. #2019-346- Capital Budget Amendment

Res. #2019-347- A Resolution Designating Lower Township's Municipal Warming Centers (Seashore Community Church of the Nazarene)

Res. #2019-348 - A Resolution Requesting Release of Maintenance Guarantee for Conifer Realty, LLC; Block 741.01, Lot 2.07; Escrow Z05-01-06

Res. #2019-349 - Transfer of 2019 Appropriations

Res. #2019-350 - Authorization for 2019 Incentive Award for Insurance Waiver (\$57,500)

Res. #2019-351 - Authorization for the Payment of College Credits (\$18,810)

Res. #2019-352 - 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. **Negotiation Update; Litigation Update (Hanson/Morrell); Contract Update; Attorney/Client Privilege**

Res. #2019-353 - A Resolution Ratifying a Four (4) Year Memorandum of Agreement Between the Township of Lower and Teamsters Local No. 676



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00775 CAPRIONI PORTABLE TOILETS, INC* Continued								
	19-03148	11/14/19	CANAL PARK & AUTUMN FEST	Open	<u>504.00</u>	0.00		
					624.00			
00784 CAPE MAY STAR & WAVE								
	19-02980	11/06/19	LEGAL PUBLICATION 10/23/19	Open	86.18	0.00		
	19-03105	11/08/19	LEGAL PUBLICATION 11/6/19	Open	<u>11.16</u>	0.00		
					97.34			
01125 MARGARET CROMPTON								
	19-03043	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
01170 VERIZON WIRELESS* F/S								
	19-02975	11/06/19	CELL FS 9/27-10/26/19	Open	53.17	0.00		
01171 VERIZON WIRELESS - TOWNHALL								
	19-02981	11/06/19	IPHONE 9/29-10/28/19	Open	909.23	0.00		
	19-03040	11/07/19	9/24-10/23/19 CELL PHONE	Open	<u>500.26</u>	0.00		
					1,409.49			
01200 DELTA DENTAL PLAN OF NJ								
	19-03050	11/07/19	OCT 2019 CLAIMS	Open	13,625.05	0.00		
01220 DRAEGER, INC*								
	19-02637	09/26/19	REPAIR ALCHOTEST MACHINE	Open	823.50	0.00		
01246 ROCCO SANSONE								
	19-02969	11/06/19	FALL SOCCER OFFICIAL	Open	400.00	0.00		
01267 EDWARD DONOHUE								
	19-03144	11/13/19	CONTRACTUAL REIMBURSEMENT M	Open	119.56	0.00		
01269 DISCOUNT HYDRAULICS*								
	19-02916	10/29/19	SEAL-LAK	Open	113.54	0.00		
01389 EDDIE'S AUTO BODY*								
	19-02745	10/09/19	PAINT NEW PATROL UNIT	Open	650.00	0.00		
01443 ERMA VOLUNTEER FIRE CO								
	19-02958	11/06/19	2019 GENERAL ELECTION 11/5/19	Open	300.00	0.00		
01480 E-Z PASS								
	19-03118	11/12/19	POLICE 2000123641748 10/18/19	Open	100.00	0.00		PC1
	19-03145	11/13/19	REC 2000123641756 10/26/19	Open	100.00	0.00		PC1
	19-03146	11/13/19	ADMIN 2000123641730 11/9/19	Open	100.00	0.00		PC1
	19-03147	11/13/19	DPW TRANSPONDERS 10/30/19	Open	<u>375.00</u>	0.00		PC1
					675.00			
01532 JACQUELINE U HENDERSON								
	19-03020	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
01581 FIRST ASSEMBLY OF GOD CHURCH								
	19-02960	11/06/19	2019 GENERAL ELECTION 11/5/19	Open	150.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01643 WILLIAM GALESTOK	19-02983	11/06/19	CONTRACTUAL REIMBURSEMENT V	Open	125.00	0.00		
01657 GOPHER SPORT*	19-02826	10/21/19	BASKETBALL ITEMS	Open	641.40	0.00		
01690 GRANTURK EQUIPMENT CO*	19-02619	09/25/19	PARTS FOR VEHICLE/DPW	Open	452.43	0.00		
01750 RYAN HANSBERRY	18-00817	03/27/18	2018 EQUIP. ALLOWANCE	Open	150.00	0.00		
	19-00942	03/29/19	2019 EQUIPMENT ALLOWANCE	Open	150.00	0.00		
					300.00			
01785 ROBERT HARTMAN SR	19-03143	11/13/19	CONTRACTUAL REIMBURSEMENT M	Open	931.52	0.00		
01791 CINDY S. HARTLEY	19-02986	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
01806 ANTHONY J HARVATT, II, ESQ	19-00800	03/21/19	BOARD SOLICITOR SALARY	Open	625.00	0.00		
	19-03110	11/12/19	RESOLUTIONS 10/3/19	Open	600.00	0.00		
					1,225.00			
02010 ISLAND TROPHY*	19-02142	07/29/19	RETIREMENT PLAQUE	Open	60.00	0.00		
02025 HUNTER JERSEY PETERBILT*	19-00018	01/03/19	2019 PETERBILT 367 TRI-AXLE	Open	180,711.00	0.00		
	19-02917	10/29/19	TUBE ASSY TRANSFER PUMP	Open	165.06	0.00		
					180,876.06			
02136 TED KINGSTON INC*	19-02494	09/11/19	RADIO PROGRAMING	Open	250.00	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	19-01778	06/13/19	19-199 3-F350 CREW CAB PLOW	Open	124,867.05	0.00		
	19-02621	09/25/19	PARTS FOR POLICE VEHICLE	Open	549.60	0.00		
					125,416.65			
02247 LAWSON PRODUCTS, INC.*	19-02750	10/09/19	SUPPLIES FOR GARAGE/OCT.	Open	699.10	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	19-02827	10/21/19	ANNUAL DINNER MEETING	Open	65.00	0.00		
02402 MGL PRINTING SOLUTIONS	19-02649	09/27/19	2019 W2 / 1099 TAX FORMS	Open	402.00	0.00		
02465 BARBARA MAHON	19-02987	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02810 MOUNT CONSTRUCTION CO*	19-02035	07/16/19	ROSEANN PHASE 3 DNE \$2464865.0	Open	155,090.50	0.00		
03052 NATIONAL FIRE PROTECTION ASSN*	19-02821	10/18/19	ANNUAL DUES TIL 10/07/2020	Open	175.00	0.00		
03104 NORTHEAST IND.&MARINE SUPPLY*	19-00819	03/21/19	SUPPLIES/MATERIALS	Open	2,000.00	0.00		
	19-00821	03/21/19	SUPPLIES/MATERIALS/APIIL	Open	987.36	0.00		B
					<u>2,987.36</u>			
03160 OFFICE BASICS, INC*	19-03093	11/07/19	2020 DESK & WALL CALENDARS	Open	339.29	0.00		
03172 OFFICE BUSINESS SYSTEMS INC*	19-02731	10/07/19	NEW LAPTOP WITH FTR	Open	4,950.00	0.00		
03288 KATHRYN PATTERSON	19-03008	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
03289 THOMAS W. PATTERSON	19-03007	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
03296 PARISH OF ST. JOHN NEUMANN	19-02959	11/06/19	2019 GENERAL ELECTION 11/5/19	Open	675.00	0.00		
03305 PEDRONI FUEL*	19-03039	11/07/19	NO LEAD GAS	Open	211.30	0.00		
03377 JULIE PICARD	19-03142	11/13/19	Reimburse Mileage - JIF Mtgs	Open	125.04	0.00		
03387 POGUE INC. *	19-02856	10/24/19	SAFETY AND HEALTH CONSORTIUM	Open	283.00	0.00		
03458 JOANN H. RASH	19-03006	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
03679 BARBARA SLONIS	19-03000	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
03805 TOWNBANK VOLUNTEER FIRE CO.	19-02957	11/06/19	2019 GENERAL ELECTION 11/5/19	Open	450.00	0.00		
03810 MUNICIPAL UTIL AUTH USAGE COST	19-03153	11/14/19	WATER 7/15-10/15/19	Open	2,619.41	0.00		
	19-03154	11/14/19	SEWER 7/15-10/15/19	Open	80.00	0.00		
					<u>2,699.41</u>			
03852 CATHERINE A. TURNEY	19-03069	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		

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03971 VERIZON WIRELESS MDT POLICE	19-02966	11/06/19	VERIZON WIRELESS	Open	843.41	0.00		
03985 VILLAS NAPA AUTO PARTS	19-02101	07/24/19	RDS/SANT./RECY/DPW/SEPT.	Open	3,460.14	0.00		
04075 BARBER CONSULTING SERVICES LLC	19-02953	11/01/19	AD BLOCKER /CLOUD BACKUP	Open	610.00	0.00		
04085 CHRISTOPHER WINTER (EMPLOYEE)	19-02952	11/01/19	CONTRACTUAL REIMBURSEMENT M	Open	34.50	0.00		
04097 CINTAS FIRST AID AND SAFETY*	19-02941	11/01/19	CINTAS SERVICE - OCT 2019	Open	27.72	0.00		
	19-03135	11/13/19	FIRST AIDE SUPPLIES/DPW	Open	106.33	0.00		
	19-03152	11/14/19	11/12/19 TOWNHALL AND BOCA	Open	25.15	0.00		
					159.20			
04109 MILAGROS COLOMA	19-03119	11/12/19	REIMBURSEMENT FOR PIANO CLASS	Open	40.00	0.00		
04111 RYAN DEVINE	19-02972	11/06/19	FALL SOCCER OFFICIAL	Open	80.00	0.00		
04235 COLLEEN P GALLAGHER	19-02988	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	19-02979	11/06/19	DOG DAMGE OCT 2019	Open	88.80	0.00		
04283 CATHERINE JOSAPHOUITCH	19-03088	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
04300 W B MASON CO INC*	19-02599	09/25/19	OFFICE PAPER 9/25/19	Open	119.06	0.00		
04301 SEASHORE ASPHALT CORPORATION*	19-02766	10/10/19	ASPHALT VARIOUS TWP ROADS	Open	2,732.15	0.00		B
6068 WARREN F MCLAUGHLIN	19-03013	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
6080 OMAHA STANDARD, LLC*	19-02497	09/11/19	ROLL OFF/DPW	Open	400.50	0.00		
7005 JULIE OSBORN	19-03068	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7039 JOHN RAPP	19-02942	11/01/19	REF VARSITY EXHIBITION GAME	Open	70.00	0.00		
7040 JEFF KODYTEK	19-03138	11/13/19	REFEREED EXHIBITION GAME	Open	70.00	0.00		

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7053 ROBERTA A ZAKRZEWSKI	19-03042	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7067 FRANCES GUINAN	19-03012	11/07/19	GENERAL ELECTION 11/5/19	Open	59.08	0.00		
7070 MARIE D COLL	19-03061	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7079 SUBURBAN PROPANE L P*	19-03149	11/14/19	SHUNPIKE & CLEM MULLIGAN	Open	119.06	0.00		
7119 ENGINEERING DESIGN ASSOC*	19-00359	01/30/19	RES 18-326 SCHELLENGERS LNDG	Open	3,364.15	0.00		B
7286 PETER H ZEREGA	19-03021	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7291 WILLIAM FREDERICKSDORF	19-03074	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7354 FLEETPRIDE INC.*	19-03104	11/08/19	VALVE 4-WAY/DPW	Open	42.93	0.00		
7381 ALAN MITCHELL*	19-02970	11/06/19	FALL SOCCER OFFICIAL	Open	70.00	0.00		
7386 COREY SCHEID	19-03102	11/08/19	TRAINING MEALS	Open	40.00	0.00		
7410 MARILYN MEIKLE	19-03054	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7411 MARIAN ANNE CILIBERTI	19-03049	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7414 DANIELLE MORRISON	19-02985	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
7416 NICHOLAS C RANDAZZO	19-03002	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
7475 SUZANNE M SCHEID	19-02976	11/06/19	CONTRACTUAL REIMBURSEMENT M	Open	33.00	0.00		
7478 WINDSTREAM COMMUNICATION INC*	19-02954	11/01/19	OCT 29TH PHONE SERVICE	Open	3,307.67	0.00		
7480 DENISE L JONES	19-03016	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7482 MUNICIPAL MAINTENANCE CO *	19-01870	06/27/19	REPAIR OHIO AVENUE DRAINAGE	Open	1,335.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7482 MUNICIPAL MAINTENANCE CO * Continued								
	19-02463	09/09/19	OHIO AVE PUMP STATION REPAIR	Open	8,630.00	0.00		
					9,965.00			
7508 BLANEY & KARAVAN PC*								
	19-00048	01/04/19	LABOR ATT RES#2019-02 DNE 40K	Open	882.00	0.00		B
	19-01518	05/29/19	RES 2019-180 DNE 14K	Open	2,925.00	0.00		B
					3,807.00			
7532 HEATHER MCNULTY*								
	19-02978	11/06/19	OCT 2019 HI-FIT & SPROUT	Open	320.00	0.00		
7585 SHARON A TAYLOR								
	19-03011	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7586 KAREN GRASCH								
	19-03027	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7587 JOSE SOTO								
	19-03044	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7589 JUDITH GREENER								
	19-03053	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7590 STEPHEN D ACKERMAN								
	19-03092	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7592 PATRICIA RANDAZZO								
	19-03076	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7593 FRANK SARACCO								
	19-03082	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7594 JUDITH SARACCO								
	19-03077	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7595 GLORIA PERROTTA								
	19-03086	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7596 VINCENT PERROTTA								
	19-03085	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7597 DIANE BAKER								
	19-03089	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7598 DIANA MARVA MCNAIR								
	19-03056	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7605 RAY VOZZELLI								
	19-02971	11/06/19	FALL SOCCER OFFICIAL	Open	230.00	0.00		
7618 MEGONIGAL ELECTRIC LLC*								
	19-02880	10/28/19	DISCONNECTION OF TRAILER	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7636 MOTT MACDONALD LLC*	19-02369	08/27/19	RES 19-268 ADA 2020 SMALL CITY	Open	3,800.00	0.00		
7665 JOHN BENIGNO	19-03051	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7671 PAMELA KOPP	19-03081	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7672 PATRICIA STEELMAN	19-03046	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7673 RANDI M ZIRING	19-03032	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7749 WILLIAM KOCIS	18-00822	03/27/18	2018 EQUIP. ALLOWANCE	Open	150.00	0.00		
7779 THOMAS HANNAN	19-03052	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7833 AARONS MOBILE DETAILING LLC*	19-02870	10/24/19	CAR DETAILING	Open	200.00	0.00		
7846 MARY E MCHUGH	19-03084	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7847 JAMES F. STEVENS	19-03062	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7848 ROBIN LINN	19-03023	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7849 CHRISTINA MALMGREN	19-02993	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
7850 JOYCE TIGHE	19-03017	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7851 ROBERT H MARRO	19-03041	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7853 GAIL TWEED	19-03024	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7918 JAMES M. RUTALA ASSOCIATES LLC	19-03111	11/12/19	BAL DUE RES 19-41 PO 19-00054	Open	2,000.00	0.00		
7929 AMAZON CAPITAL SERVICES, INC	19-02929	10/30/19	SUPPLIES	Open	361.66	0.00		
7960 CATHY HOLT ROBINSON	19-03071	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		

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7961 CHARLES KING	19-03033	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7962 WILLIAM R HARTLEY SR	19-02984	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
7963 ROBERT MAHON	19-03030	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7966 SUSAN REMER	19-03026	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7968 KATHLEEN HENNESSY	19-03072	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7969 MARY HANNAN	19-03055	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
7970 LEE MARCOTTE	19-03004	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
8044 STEVE RATTY	19-03137	11/13/19	SOCCER OFFICIAL	Open	340.00	0.00		
8061 NATIONAL COATINGS & SUPPLIES	19-02715	10/04/19	PAINT FOR ATHLETIC FIELDS	Open	735.00	0.00		
8087 COOL POOLS CONSTRUCTION LLC	19-02391	08/28/19	WINTERIZATION OF TWP POOL	Open	600.00	0.00		
8106 JOSEPHINE PETERSEN	19-03048	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
8117 ADAPT PHARMA INC	19-02898	10/29/19	NALOXONE	Open	900.00	0.00		
8154 HUNTER TRUCK SALES & SERVICE	19-02464	09/09/19	2019 CV515 SFA CHASSIS	Open	52,798.00	0.00		
8175 INTEGRITY INTERPRETING LLC	19-02862	10/24/19	SIGN LANGUAGE INTERPRETER	Open	275.00	0.00		
8176 SPORT HONDA	19-02864	10/24/19	SPARE KEYS	Open	46.00	0.00		
8182 DAVE SCHULNICK	19-02943	11/01/19	REF VARSITY EXHIBITION GAME	Open	55.00	0.00		
8183 JOSEPH K HART JR	19-02951	11/01/19	CONTRACTUAL REIMBURSEMENT V	Open	255.00	0.00		
8184 BUDDY TREEN	19-02968	11/06/19	FALL SOCCER OFFICIAL	Open	160.00	0.00		

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8185 BILL MARTIN	19-02973	11/06/19	FALL SOCCER OFFICIAL	Open	90.00	0.00		
8186 CARMAN SCARPA	19-02974	11/06/19	FALL SOCCER OFFICIAL	Open	105.00	0.00		
8187 MARINA BOSELL	19-03036	11/07/19	REIMBURSEMENT FOR CHEER	Open	15.00	0.00		
8188 SHERRI REMENTER	19-03150	11/14/19	REIMBURSEMENT- CHEER	Open	15.00	0.00		
8212 MICHAEL CALAFATI ARCHITECT LLC	19-01424	05/15/19	RES 19-163 NATHANIEL HOUSE	Open	3,310.00	0.00		
ADAMC ROSEMARY ADAMCZYK	19-03022	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
AGHAK MARYAM AGHAKHANI	19-03073	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
BORIS001 GREGORY BORIS	19-03090	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
BOSNA KAREN MANETTE BOSNA	19-02977	11/06/19	OCT 2019 YOGA	Open	165.00	0.00		
BRUNER GRACE HILTON-BRUNER	19-03087	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
CARROT CARROT-TOP INDUSTRIES, INC*	19-02836	10/22/19	FLAGS FOR TOWNSHIP BUILDINGS	Open	169.95	0.00		
DOUGHE MARK DOUGHERTY	19-02967	11/06/19	FALL SOCCER OFFICIAL	Open	220.00	0.00		
	19-03031	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
					420.00			
DOUGHERT GEORGIA DOUGHERTY	19-02991	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
FATH WILLIAM FATH	19-03035	11/07/19	2019 FALL SOCCER OFFICIAL	Open	70.00	0.00		
FREAS JEAN FREAS	19-03028	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
GARYW010 GARY WALTZ	19-03058	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
GASSER COZETTE GASSER	19-03025	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GTAIRO ANN GAIRO	19-03067	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
GIBBONSA ALAN J. GIBBONS	19-03001	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
HARTLEY CHRISTINE HARTLEY	19-03015	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
HELVE ANN HEAP-HELVESTON	19-02999	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
JOANE005 JOAN ELIASON	19-03029	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
KATHL010 KATHLEEN T SULLIVAN	19-03060	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
KEEND DOLORES RAMBO	19-02995	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	450.00	0.00		
KINGR RICHARD KING	19-03079	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
KIRSCHN SCOTT KIRSCHNER	19-02997	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
LAMOC CHARLES LAMONTE	19-03010	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
LIPS JOHN LIPSETT	19-02994	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
LONEP PATRICIA LONERGAN	19-03014	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
MARGA005 MARGARET L BROWN	19-03070	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
MARTH005 MARTHA J TORPEY	19-03083	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
MCLAUGHB BARBARA K. MC LAUGHLIN	19-02992	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
MICHA010 MICHAEL ELIASON	19-03045	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
MOHAN NANCY MOHAN	19-03091	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
MORNI CARRISE MORNICK	19-03019	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
MORRIC CRAIG R MORRISON	19-03018	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
NANCY005 NANCY NEWBY	19-03075	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
NJSCO NJ SEX CRIMES OFFICERS ASSOC*	19-02522	09/17/19	TRAINING - DEC 4, 5, & 6, 2019	Open	450.00	0.00		
NOLANM MICHELLE NOLAN	19-02998	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
PETERSON PATRICIA PETERSON	19-03005	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
PRINCE STEPHEN PRINCE	19-03037	11/07/19	SPRING SOCCER OFFICIAL	Open	70.00	0.00		
SANTA DENISE SANTAGATA	19-03063	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
SCHI ELAINE SCHIANO	19-03009	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
SOMER ELIZABETH M SOMERS	19-02990	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		
STEBL RALPH P STEBLEIN	19-03078	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
TACPR TAC PRINTING & MARKETING SERV*	19-02563	09/20/19	MAILING LABELS	Open	85.00	0.00		
	19-02800	10/16/19	BUSINESS CARDS	Open	499.50	0.00		
					584.50			
THERE005 THERESE HILLER	19-03080	11/07/19	GENERAL ELECTION 11/5/19	Open	200.00	0.00		
YABOR PATRICIA YABOR	19-02989	11/07/19	2019 GENERAL ELECTION 11/5/19	Open	225.00	0.00		

Total Purchase Orders: 219 Total P.O. Line Items: 0 Total List Amount: 740,845.07 Total Void Amount: 0.00

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

RESOLUTION #2019- 341

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
GARY GOUGLASS	REIMBURSEMENT DMV	\$60.00
NJ MOTOR VEHICLE	CHANGE OF TITLES	\$180.00
JUMPING JOE'S LLC	AUTUMN FEST RIDES	\$1000.00
GARY DOUGLASS	REIMBURSEMENT DMV	\$75.00

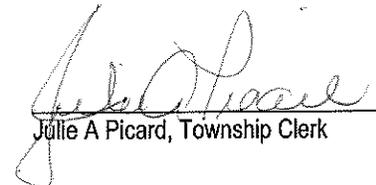
TOTAL Manual Checks \$1315.00

TOTAL Computer Generated \$740,845.07

TOTAL BILL LIST \$742,160.07

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on NOV 18, 2019.

  
 Julie A Picard, Township Clerk

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

RESOLUTION #2019-342

Title: A RESOLUTION APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER, THE COUNTY OF CAPE MAY, AND MUNICIPAL AND COUNTY ENFORCEMENT AGENCIES TO PARTICIPATE IN THE CAPE MAY COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

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

WHEREAS, the Parties are constantly evaluating programs and methods to enhance public safety within their respective jurisdictions, as well as identifying those areas that would benefit from agencies working together to pool resources and create conditions for a more efficient and enhanced use of resources and information sharing; and

WHEREAS, the County of Cape May has created the Law Enforcement Records Management System (hereinafter "LERMS") as a resource to pool information within which Member Agencies can query another agency's law enforcement records management system while still maintaining a separate and distinct system that is deployed independently; and

WHEREAS, the objective of this program is to establish a long-term working relationship between the parties to this agreement in order to enhance public safety in Cape May County and to foster resource sharing and cooperation between law enforcement agencies; and

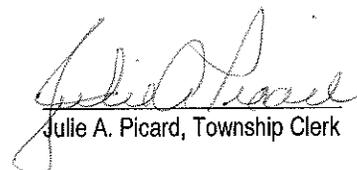
WHEREAS, the Parties recognize additional member agencies will subsequently enter into this Agreement in order to join LERMS to facilitate the information/resource sharing contemplated by this Agreement, and the Township of Lower finds that it's in the best interests its residents to enter into this Agreement in order to enhance public safety within the Township of Lower and other municipalities; and

WHEREAS, in the spirit of inter-local cooperation, and in furtherance of the principals underlying the Act, the Township of Lower, County of Cape May, and Municipal and County Enforcement Agencies have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth in the attached agreement in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, does hereby adopt and endorse the attached Agreement to participate in the Cape May County Law Enforcement Management System.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A. Picard, Township Clerk

**SHARED SERVICES AGREEMENT PURSUANT  
TO THE UNIFORM SHARED SERVICES & CONSOLIDATION ACT**

This Agreement is made by and between the County of Cape May, a body corporate and politic, located in the State of New Jersey with its principal offices located at 4 Moore Road, Cape May Court House, New Jersey, 08210 (hereinafter "County"), and municipal and county enforcement agencies within the County of Cape May (hereinafter, "Member Agencies")(County and Member Agencies are collectively, the "Parties" or individually, a "Party") who desire to participate in the Cape May County Law Enforcement Records Management System (hereinafter, "LERMS")

WITNESSETH:

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

WHEREAS, the Parties are constantly evaluating programs and methods to enhance public safety within its respective jurisdictions, as well as identifying those area that would benefit from agencies working together to pool resources and create conditions for more efficient and enhanced use of resources and information sharing; and

WHEREAS, the County of Cape May has created the LERMS as a resource to pool information within which Member Agencies can query another agency's law enforcement records management system while still maintaining a separate and distinct system that is deployed independently; and

WHEREAS, the objective of this program is to establish a long-term working relationship to enhance public safety in Cape May County and foster resource sharing and cooperation between law enforcement agencies; and

WHEREAS, the Parties recognize additional Member Agencies will subsequently enter into this Agreement to join the LERMS and agree it's in the best interest of our residents and will further enhance public safety to have other municipalities participating;

WHEREAS, in an effort to enhance public safety and share resources and services in furtherance of the principles underlying the Act, the Parties hereby agree to the terms and conditions set forth below; and

NOW THEREFORE, with adequate, good and valuable consideration as set forth herein and with the Parties understanding and intending to be bound hereby they hereby agree as follows:

1. PREAMBLE. All of the statements of the preamble are repeated and incorporated herein by this reference as if fully set forth here in verbatim.

2. CONTROL GROUP. The County shall establish a Control Group comprised of designees from every Member Agency that will meet periodically to review program operations. The overall objective of the Control Group is to assist the County in establishing policies and developing guidelines for the effective implementation and operation of the LERMS.

3. COUNTY RESPONSIBILITIES.

- a. The County shall serve as the Host Agency and shall provide a physical location for the server that hosts the LERMS.
- b. The County shall provide power, network connectivity and physical security at the site where the computers are located.
- c. The County shall maintain a redundant back-up/disaster recovery site where power, network connectivity and physical security is provided.
- d. County personnel shall provide system administrator services; however, the content of the data, to the extent possible, will be protected and unreadable (i.e. data encryption, role-based access, etc.) to County personnel.
- e. The County shall designate an individual to serve as the Permanent Chairman of the Control Group.

4. MEMBER AGENCY RESPONSIBILITIES.

- a. Member Agencies shall maintain ownership of all its data and information at all times, and can opt-out of sharing data with other Member Agencies or limit the type or amount of data to be shared with other Member Agencies, if they so desire, while still participating in the LERMS.
- b. Member Agencies that are end users of the information in LERMS, owners or otherwise, shall be fully responsible for the accuracy of any information relied upon or used, and shall defend, indemnify and hold harmless any and all other Member Agencies to this Agreement as set forth in Paragraph 9 below.
- c. Each Member Agency shall designate its Chief Executive, or his/her designee, as a member of the Control Group.

5. TERM OF AGREEMENT. The term of this Agreement shall be for a period of one (1) year commencing on the date the Agreement is executed by the Member Agency. The Agreement shall automatically renew for successive one year terms upon the same terms and conditions, unless the Agreement is terminated as provided for in Paragraph 10 below.

6. DATA STEWARDSHIP. Member agencies shall maintain ownership of all its data and information at all times and can opt-out of sharing data with other Member Agencies, if they so desire, while still participating in the LERMS. Any request for access to information hosted by the LERMS that is not authorized under the terms of this Agreement shall be referred to the Member Agency that owns the information that is the subject of the request. Information shall not be made available to any requestor without the approval of the owners of the information unless required by law. Member Agencies understand and agree that the restrictions established by this provision may not apply when responding to

orders of the court or statutorily authorized requests.

In the event that the County receives a records request for information, pursuant to either the New Jersey Open Public Records Act or common law right of access, that is contained in the LERMS and not owned by the County, the County shall respond as required by law. The County shall inform the agency that owns the information that is the subject of the records request prior to the execution of such request and the nature of the request, and the proposed response thereto. Member Agencies must adhere to this protocol to ensure that nothing is distributed in violation of N.J.S.A. 47:1A-1.1 *et seq* or common law.

7. MUTUAL COOPERATION BETWEEN THE PARTIES. The Parties and its employees, officers, agents and elected officials shall at all times cooperate and otherwise act in good faith with each other and the employees, officers, agents and elected officials of the Member Agencies.

8. INSURANCE. Each party to this agreement shall, at their expense, obtain and keep full in force and effect adequate General Liability Insurance in the amount of \$5,000,000 and Cyber Liability Insurance in the amount of \$3,000,000 per occurrence and \$3,000,000 in the aggregate to cover loss, damage, or injury to persons or property which might arise out of the performance of their duties under this agreement.

9. INDEMNIFICATION. To the fullest extent allowed by law, the County agrees to save, defend, indemnify and hold harmless Member Agencies, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Member Agency for all claims, losses, expenses and damages, including but not limited to court costs and reasonable attorney fees, which may be asserted against the Member Agency arising out of the negligence, a negligent act or omission or the fault of the County, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the County, while rendering services in connection with this agreement.

To the fullest extent allowed by law, the Member Agencies, agrees to save, defend, indemnify and hold harmless the County, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the County for all claims, losses, expenses and damages, including but not limited to court costs and reasonable attorney fees, which may be asserted against the County arising out of the negligence, a negligent act or omission or the fault of the Member Agency, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Member Agency, while furnishing services in connection with this agreement.

10. TERMINATION. Except as otherwise provided herein, the rights and privileges established by this Agreement may be terminated as follows:

- a. At any time upon mutual agreement of the Parties.
- b. Any Party may terminate this agreement by giving sixty (60) days written notice before the end of the Term or any renewal term.
- c. Upon thirty (30) days written notice if a Party fails to cure a default under the provisions of

this Agreement, within such thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period.

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first above written.

WITNESS:

COUNTY OF CAPE MAY

\_\_\_\_\_  
Elizabeth Bozzelli,  
Administrator/Clerk of the Board

By: \_\_\_\_\_  
Gerald M. Thornton,  
Freeholder Director

WITNESS:

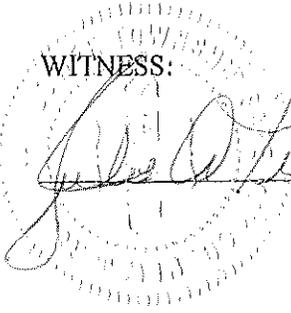
MEMBER AGENCY

\_\_\_\_\_

By: \_\_\_\_\_  
Robert Nolan, Sheriff  
Cape May County Sheriff's Office

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

WITNESS:

  
*[Handwritten Signature]*

MEMBER AGENCY

By:

*[Handwritten Signature]*  
Erik Simonsen, Mayor  
Township of Lower

Date:

November 18, 2019

WITNESS:

*[Handwritten Signature]*

MEMBER AGENCY

By:

*[Handwritten Signature]*  
Don Cabrera, Mayor  
Borough of Wildwood Crest

Date:

October 23, 2019

WITNESS:

\_\_\_\_\_

MEMBER AGENCY

By:

\_\_\_\_\_  
Judy Davies-Dunhour, Mayor  
Borough of Stone Harbor

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

WITNESS:

\_\_\_\_\_

MEMBER AGENCY

By: \_\_\_\_\_

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

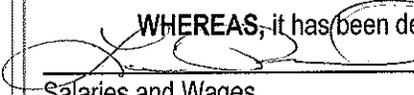
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2019-343

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

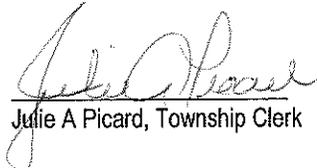
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Matthew Gamble in the amount of \$2251.98 is authorized and chargeable to the 2019 Budget account 9-01-25-240-123.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held November 18, 2019.

  
Julie A Picard, Township Clerk

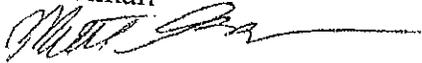
LOWER TOWNSHIP POLICE DEPARTMENT  
SPECIAL REPORT

TO: Chief William Mastriana  
 FROM: PTLM. MATTHEW GAMBLE  
 DATE: NOVEMBER 1, 2019  
 SUBJECT: Comp Time Sell Back

Chief Mastriana,  
 I am respectfully requesting to cash out 63 hours of comp time  
 Thank you in advance for your consideration in this matter.

Respectfully Submitted,

Matthew Gamble  
 Badge # 186  
 Patrolman



0° \*  
 40°0315 x  
 63° =  
 2,521°985 \*+

C Date	File	Officer	Comments
11-3-19			
11-9-19		PT. Mastriana	FWD TO CPT BUESBACK
		Chief	forward to top
11/4/19		MS157	FWD to Top

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

RESOLUTION # 2019-344

Title: APPROVAL OF CONTRIBUTION TO LOWER TOWNSHIP ROTARY

WHEREAS, The Lower Township Rotary Club, with the financial help and support of the Township of Lower, has been hosting the Lower Township Christmas Parade for the past 37 years; and

WHEREAS, the Lower Township Rotary Club has also been hosting the Lower Township Annual Tree Lighting/Veterans Ceremony for well over ten (10) years; and

WHEREAS, the Lower Township Rotary Club partners with the Township of Lower to host these events as part of their "Service above Self" commitment.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize and approve a contribution of \$800 towards the Christmas Parade and Annual Tree Lighting/Veterans Ceremony.

BE IT FURTHER RESOLVED that the CFO, Lauren Read is hereby authorized to issue the above check chargeable to the following line item where sufficient funds are available as evidenced by her signature

Appropriation: 9-01-20-110-281

Signature:

  
Lauren Read, CFO

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019

  
Julie A Picard, Township Clerk



**LOWER TOWNSHIP ROTARY**  
**Parade Committee**  
% 638 Seashore Road  
Cape May, NJ 08204

November 7, 2019

Mayor & Council  
2600 Bayshore Road  
Villas, NJ 08251

Re: Tree Lighting/Veteran's Ceremony and  
38th Annual Christmas Parade

Dear Mayor and Councilmembers:

I am writing to request the support of Lower Township for the annual Tree Lighting & Veteran's Ceremony, and the Annual Christmas Parade. The Lower Township Rotary Club appreciates the continued financial contribution of the Township for these events every year. It supports our efforts to continue this annual tradition, and we enjoy organizing these community events as part of our "Service above Self" commitment.

The Tree Lighting & Veteran's Ceremony is now planned for Tuesday, November 26 at 7 p.m. The Annual Christmas Parade will be Saturday, December 14, beginning at 6:00 p.m. Any assistance in spreading the word would be greatly appreciated.

We are filing the request for the Coast Guard Band and Color Guard to join us again this year and, the request to the County for the temporary road closing is also being mailed. The Police Chief will be copied on the correspondence to the Freeholders and we will make ourselves available to meet with them whenever they want to discuss the parade details.

We appreciate your continued support for this community event and look forward to having you join us in these upcoming holiday celebrations. Please let us know if you have any questions. Thank you.

Sincerely,

Claudia Kammer,  
Lower Township Rotary Club

C. James Ridgeway, Manager  
William Mastriana, Police Chief



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

RESOLUTION #2019-345

Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR CAPE MAY FOOD GROUP/DUNKIN DONUTS; BLOCK 494.54, LOT 1, ESCROW #Z16-03-01

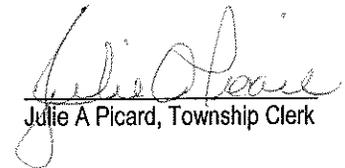
WHEREAS, Cape May Food Group, LLC posted a Performance Guarantee with the Township of Lower in the amount of \$95,721.00; and

WHEREAS, the Township Engineer has recommended the improvements having a total value of \$95,721.00 have been properly installed and are presently acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Performance Guarantee be and hereby is released.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Erik Simonsen &  
Council members

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

DATE: November 13, 2019

RE: Cape May Food Group  
Dunkin Donuts  
Block 494.54, Lot 1  
Escrow #Z16-03-01  
Resolution # 2019-345

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

Pursuant to the above referenced Subsection 400-81E, Resolution # 2019-345 is required to release the Performance Guarantee held in trust by the Township of Lower for Cape May Food Group/Dunkin Donuts, Block 494.54, Lot 1. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer, Mott MacDonald.

The Township Engineer recommends release of the retained \$95,721.00.

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

cc: financial file



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

Via E-Mail & 1<sup>st</sup> Class Mail

Your Reference  
Twp. No. Z16-03-01

**Cape May Food Group  
Township of Lower, Cape May County**

Our Reference  
507100071-034

November 8, 2019

211 Bayberry Drive  
Suite 1A  
Cape May Court House NJ  
08210  
United States of America

Dear Mr. Galestok:

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

Per the Developer's request for a performance guarantee release, Mott MacDonald conducted multiple inspections at the above-referenced site. The inspections were based on a review of the drawings entitled "Site Plan Block 494.54, p/o Lot 1, Township of Lower, Cape May County, New Jersey" Sheets 1-5, prepared by Vincent C. Orlando, PE, last revised July 27, 2016.

The inspections revealed that, to the best of our knowledge and belief, the site improvements have been installed in accordance with the above-referenced documents and comply with the Land Development Ordinance of the Township of Lower. Mott MacDonald [REDACTED]

Should you have any questions, please do not hesitate to call.

Very truly yours,

Mott MacDonald, LLC

Scott J. Macpherson, PE, CME  
Engineer IV  
T +1 (609) 465 9377 F +1 (609) 465 5270  
scott.macpherson@mottmac.com

cc: Lisa Schubert, Planning Board Secretary (via 1<sup>st</sup> class mail)  
Shawn A. Carr, PE, CME, Mott MacDonald

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
RESOLUTION #2019-346**

**CAPITAL BUDGET AMENDMENT**

WHEREAS, the local capital budget for the year 2019 was adopted on the 18th day of March, 2019, and

WHEREAS, it is desired to amend said adopted capital budget section,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the following amendments to the adopted capital budget section be made:

<u>RECORDED VOTE</u>	<u>AYES</u>	<u>NAYS</u>
Erik Simonsen	X	ABSTAIN
Frank Sippel	X	
Roland Roy	X	
Thomas Conrad	X	ABSENT
David Perry	X	

**FROM  
CAPITAL BUDGET (Current Year Action)  
2019**

<u>Project</u>	<u>Estimated Total Cost</u>	<u>Amounts Reserved in Prior Years</u>	<u>Capital Improvement Fund</u>	<u>Capital Surplus</u>	<u>Grants and Other Funds</u>	<u>Debt Authorized</u>	<u>To Be Funded in Future Years</u>
Equipment	5,686,000.00		26,490.45			509,509.55	5,150,000.00
Recreation Facilities	17,118,000.00		792,884.83			15,250,115.17	1,075,000.00
Police Equipment	309,500.00		2,446.41			47,053.59	260,000.00
Municipal Buildings	31,900.00		1,576.58			30,323.42	0.00
Vehicles	902,000.00		8,747.78			168,252.22	725,000.00
Road Program/Infrastructure	600,000.00		14,826.74			285,173.26	300,000.00
<b>Total All Projects</b>	<b>24,647,400.00</b>	<b>0.00</b>	<b>846,972.79</b>	<b>0.00</b>	<b>0.00</b>	<b>16,290,427.21</b>	<b>7,510,000.00</b>

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
RESOLUTION #2019-346

CAPITAL BUDGET AMENDMENT

6 YEAR CAPITAL PROGRAM 2019 - 2024  
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2019	2020	2021	2022	2023	2024
Equipment	5,686,000.00	536,000.00	756,200.00	2,724,200.00	574,200.00	613,200.00	482,200.00
Recreation Facilities	17,118,000.00	16,043,000.00	400,000.00	75,000.00	200,000.00	200,000.00	200,000.00
Police Equipment	309,500.00	49,500.00	55,000.00	55,000.00	55,000.00	55,000.00	40,000.00
Municipal Buildings	31,900.00	31,900.00					
Vehicles	902,000.00	177,000.00	85,000.00	385,000.00	85,000.00	85,000.00	85,000.00
Road Program/Infrastructure	600,000.00	300,000.00		300,000.00			
<b>Total All Projects</b>	<b>24,647,400.00</b>	<b>17,137,400.00</b>	<b>1,296,200.00</b>	<b>3,539,200.00</b>	<b>914,200.00</b>	<b>953,200.00</b>	<b>807,200.00</b>

6 YEAR CAPITAL PROGRAM 2019 - 2024  
Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized
Equipment	5,686,000.00	295,894.38			5,390,105.62
Recreation Facilities	17,118,000.00	890,805.49			16,227,194.51
Police Equipment	309,500.00	16,106.10			293,393.90
Municipal Buildings	31,900.00	1,660.05			30,239.95
Vehicles	902,000.00	46,939.28			855,060.72
Road Program/Infrastructure	600,000.00	31,223.47			568,776.53
<b>Total All Projects</b>	<b>24,647,400.00</b>	<b>1,282,628.77</b>	<b>0.00</b>	<b>0.00</b>	<b>23,364,771.23</b>

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
RESOLUTION #2019-346

CAPITAL BUDGET AMENDMENT

TO

CAPITAL BUDGET (Current Year Action)

2019

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Services for Current Year 2019				Debt Authorized	To Be Funded in Future Years
			Capital Improvement Fund	Capital Surplus	Grants and Other Funds			
Equipment	5,778,900.00		31,445.00			597,455.00	5,150,000.00	
Recreation Facilities	16,173,000.00		754,900.00			14,343,100.00	1,075,000.00	
Police Equipment	309,500.00		2,475.00			47,025.00	260,000.00	
Municipal Buildings	109,000.00		105,200.00			3,800.00	0.00	
Vehicles	894,600.00		8,480.00			161,120.00	725,000.00	
Road Program/Infrastructure	2,450,000.00		110,000.00			2,040,000.00	300,000.00	
<b>Total All Projects</b>	<b>25,715,000.00</b>	<b>0.00</b>	<b>1,012,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,192,500.00</b>	<b>7,510,000.00</b>	

**6 YEAR CAPITAL PROGRAM 2019 - 2024**  
**Anticipated Project Schedule and Funding Requirement**

Project	Estimated Total Costs	Anticipated Project Schedule and Funding Requirement					
		2019	2020	2021	2022	2023	
Equipment	5,778,900.00	628,900.00	756,200.00	2,724,200.00	574,200.00	613,200.00	
Recreation Facilities	16,173,000.00	15,098,000.00	400,000.00	75,000.00	200,000.00	200,000.00	
Police Equipment	309,500.00	49,500.00	55,000.00	55,000.00	55,000.00	55,000.00	
Municipal Buildings	109,000.00	109,000.00					
Vehicles	894,600.00	169,600.00	85,000.00	385,000.00	85,000.00	85,000.00	
Road Program/Infrastructure	2,450,000.00	2,150,000.00		300,000.00			
<b>Total All Projects</b>	<b>25,715,000.00</b>	<b>18,205,000.00</b>	<b>1,296,200.00</b>	<b>3,539,200.00</b>	<b>914,200.00</b>	<b>953,200.00</b>	
							<b>807,200.00</b>

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY  
RESOLUTION #2019-346

CAPITAL BUDGET AMENDMENT

6 YEAR CAPITAL PROGRAM 2019 - 2024  
Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized
Equipment	5,778,900.00	288,945.00			5,489,955.00
Recreation Facilities	16,173,000.00	808,650.00			15,364,350.00
Police Equipment	309,500.00	15,475.00			294,025.00
Municipal Buildings	109,000.00	105,200.00			3,800.00
Vehicles	894,600.00	44,730.00			849,870.00
Road Program/Infrastructure	2,450,000.00	122,500.00			2,327,500.00
Total All Projects	25,715,000.00	1,385,500.00	0.00	0.00	24,329,500.00

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed  
forthwith in the Office of the Director of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital  
budget section adopted by the governing body on the 18th day of March, 2019.

Certified by me:

November 18, 2019  
Date

*[Signature]*  
Township Clerk

Trenton, New Jersey

Approved \_\_\_\_\_ 2019

\_\_\_\_\_  
Director of Local Government Services

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

RESOLUTION # 2019-347

Title: A RESOLUTION DESIGNATING LOWER TOWNSHIP'S MUNICIPAL WARMING CENTERS

WHEREAS, the Township of Lower has an obligation under the laws of the State of New Jersey, and the County of Cape May Code Blue Alert Plan, to designate a Municipal Emergency Warming Center; and

WHEREAS, pursuant to N.J.S.A. § App.A:9-43.18 to -43.21, P.L. 2017 Chapter 68 "The Code Blue Law", an Emergency Warming Center is identified as a short-term emergency facility that operates when temperatures reach 25 degrees Fahrenheit or lower without precipitation, 32 degrees Fahrenheit or lower with precipitation, or wind chill temperatures below 0 degrees Fahrenheit or less; and

WHEREAS, the paramount purpose of an emergency warming center is the prevention of death and injury from exposure to the elements; and

WHEREAS, an Emergency Warming Center is not to be confused with an Emergency Shelter, which is activated only during the most severe weather emergencies that include a loss of power, major flooding, and/or major winter weather conditions; and

WHEREAS, the Township of Lower recognizes that excessive cold and severe weather conditions put at-risk individuals in danger of illness and/or death; and

WHEREAS, as the temperatures get colder, the County Office of Emergency Management will soon be declaring Code Blue Alerts that meet the requirements after evaluating weather forecasts and advisories produced by the National Weather Service; and

WHEREAS, after a Code Blue alert has been issued, the Township of Lower will open a facility as an emergency warming center operational from 6:00 p.m. to 6:00 a.m. EST; and

WHEREAS, the Township receives funds from the County of Cape May to offset the costs associated with establishing an Emergency Warming Center; and

WHEREAS, the Township may use the funding provided by Cape May County for costs associated with the warming centers, such as staff, utilities, rent, food and insurance; and

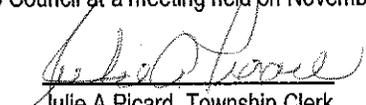
WHEREAS, the Township has made arrangements with the Sea Shore Nazarene Church to serve as its primary warming center in connection with Code Blue Alerts, with the Lower Township Recreation Center serving as an alternate center to be opened at the discretion of the OEM Coordinator.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby designates the Seashore Community Church of the Nazarene, 446 Seashore Road, Lower Township, NJ as the Emergency Warming Center, with the Lower Township Recreation Center as an alternate center to be opened at the discretion of the OEM Coordinator.

BE IT FURTHER RESOLVED that the Township Clerk is hereby instructed to forward a copy of this Resolution to the Governor of the State of New Jersey, the members of the 1st Legislative District, the Board of Chosen Freeholders of Cape May County and to all municipalities in Cape May County.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A. Picard, Township Clerk

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

SEA SHORE NAZARENE CHURCH

DATED

November 18, 2019

A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF LOWER  
AND SEA SHORE NAZARENE CHURCH DESIGNATING THE CHURCH AS THE  
TOWNSHIP'S PRIMARY WARMING CENTER IN CONNECTION WITH CODE BLUE  
ALERTS

MEMORANDUM OF UNDERSTANDING

(CODE BLUE WARMING CENTER)

THIS MEMORANDUM OF UNDERSTANDING is made this 18<sup>th</sup> day of November, 2019 by and between the TOWNSHIP OF LOWER ("Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the SEA SHORE NAZARENE CHURCH ("Church"), a local church located at 446 Seashore Road, Cape May, New Jersey 08204, and who may collectively be denominated as the "Parties" in this Memorandum of Understanding, and each may be called, separately, a "Party."

WITNESSETH:

**WHEREAS**, the Township of Lower has an obligation under the laws of the State of New Jersey, and the County of Cape May Code Blue Alert Plan, to designate a Municipal Emergency Warming Center; and

**WHEREAS**, pursuant to N.J.S.A. §App.A:9-43.18 to 43.21, P.L. 2017 Chapter 68 "The Code Blue Law," an Emergency Warming Center is identified as a short-term emergency facility that operates when temperatures reach 25 degrees Fahrenheit or lower without precipitation, 32 degrees Fahrenheit or lower with precipitation, or when wind chill temperatures below 0 degrees Fahrenheit or less; and

**WHEREAS**, the paramount purpose of an emergency warming center is the prevention of death and injury from exposure to the elements; and

**WHEREAS**, an Emergency Warming Center is not to be confused with an Emergency Shelter, which is activated only during the most severe weather emergencies that include a loss of power, major flooding, and/or major winter weather conditions; and

**WHEREAS**, the Township of Lower recognizes that excessive cold and severe weather conditions put at-risk individuals in danger of illness and/or death; and

**WHEREAS**, as the temperatures get colder, the County Office of Emergency Management will soon be declaring Code Blue Alerts that meet the requirements after evaluating weather forecasts and advisories produced by the National Weather Service; and

**WHEREAS**, after a Code Blue alert has been issued, the Township of Lower will open a facility as an emergency warming center operational from 6:00 p.m. to 6:00 a.m. EST; and

**WHEREAS**, the Township has received funds from the County of Cape May to offset the costs associated with establishing an Emergency Warming Center; and

**WHEREAS**, the Township may use the funding provided by Cape May County for costs associated with the warming centers, such as staff, utilities, rent, food and insurance; and

**WHEREAS**, the Township has made arrangements with the Sea Shore Nazarene Church to serve as its primary warming center in connection with Code Blue Alerts, with the Lower Township Recreation Center serving as an alternate center to be opened at the discretion of the OEM Coordinator;

**NOW THEREFORE**, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, do hereby adopt and endorse the following memorandum of understanding outlining the rights, responsibilities and obligations of the parties in association with the designation/use of the Sea Shore Nazarene Church as the Township's primary warming center during code blue alerts:

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

2. **TERM:** The terms of this Memorandum of Understanding shall take effect November 18, 2019, for a period of one (1) year, through November 17, 2020. The terms of this Memorandum of Understanding shall automatically renew for additional terms of one (1) year unless either party provides the other with written notice of intent to terminate this Memorandum of Understanding within thirty (30) days prior to the end of the given term.

3. **TOWNSHIP RESPONSIBILITIES:**

A. The Township will designate the Sea Shore Nazarene Church to serve as its primary Warming Center in connection with any and all code blue alerts issued by the County of Cape May or any other authorized entity.

B. The Township will tender the sum of three thousand (\$3,000.00) dollars to the Church as compensation for serving as its primary Warming Center during any and all issued code blue alerts.

4. **CHURCH RESPONSIBILITIES:**

A. The Sea Shore Nazarene Church shall serve as the Township's primary Warming Center in connection with any and all code blue alerts issued by the County of Cape May, or any other authorized entity, when temperatures reach 25 degrees Fahrenheit or lower without precipitation, 32 degrees Fahrenheit or lower with precipitation, or when wind chill temperatures below 0 degrees Fahrenheit or less.

B. The Church will be solely responsible for providing shelter to at-risk individuals during code blue alerts, and they will be solely responsible for ensuring that the Warming Center is adequately staffed and contains all necessary equipment and supplies required pursuant The Code Blue Law.

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

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

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

The Parties agree to submit a copy of this Shared Services Memorandum of Understanding to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Memorandum of Understanding they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Memorandum of Understanding. Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Memorandum of Understanding.

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

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

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

10. **ENTIRE AGREEMENT:** The terms of this Memorandum of Understanding represents the entire agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

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

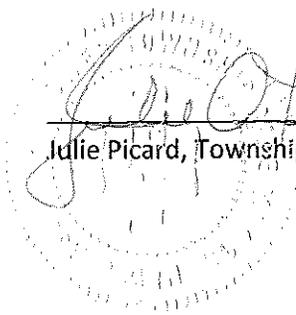
12. **WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Memorandum of Understanding at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein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

13. **AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL:** The parties acknowledge that this Memorandum of Understanding has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes.

[SIGNATURES BEGIN ON THE NEXT PAGE]

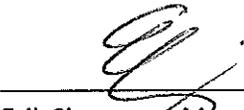
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding the date first above written.

ATTEST:

Julie Picard, Township Clerk

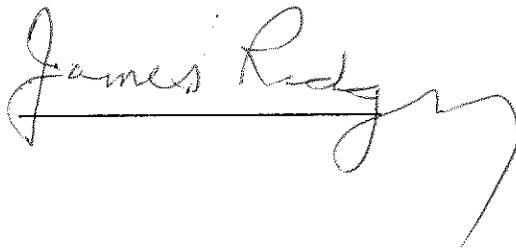
TOWNSHIP OF LOWER:

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Erik Simonsen, Mayor

ATTEST:

---

SEA SHORE NAZARENE CHURCH:

---

Pastor Tim West

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

RESOLUTION #2019-348

Title: A RESOLUTION REQUESTING RELEASE OF MAINTANCE GUARANTEE FOR CONIFER REALTY, LLC; BLOCK 741.01, LOT 2.07; ESCROW Z05-01-06

WHEREAS, Conifer-LeChase Construction, LLC posted a Maintenance Guarantee with the Township of Lower, in the amount of \$83,966.79; and

WHEREAS, the Township Engineer has recommended that Maintenance Guarantee be released.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Maintenance Guarantee is hereby released.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A Picard, Township Clerk

MEMORANDUM

TO: Township Council

FROM: William J. Galestok, PP,AICP

DATE: November 15, 2019

RE: Conifer Realty, LLC  
Block 741.01, Lot 12.07  
Resolution #2019-348

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

Pursuant to the above referenced Subsection 400-81E, Resolution #2019-348 is required to release the Maintenance Guarantee held in trust by the Township of Lower for Conifer Realty, LLC.

The required final report, has been received from the Township Engineer, Mott MacDonald.

The Township Engineer recommends release of the retained \$83,966.79.

WJG:las

att.



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

Via E-mail & 1<sup>st</sup> Class Mail

**Your Reference**  
Z05-01-06

**Conifer Realty, LLC – Block 741.01, Lot 2.07**  
**Township of Lower, Cape May County**

**Our Reference**  
MM No. 507100071-029

November 13, 2019

211 Bayberry Drive, Suite 1A  
Cape May Court House NJ  
08210  
United States of America

Dear Mr. Galestok:

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

The applicant has requested the Maintenance Guarantee for the above-referenced site be released. A Maintenance Guarantee was posted with the Township of Lower on October 13, 2011. Based on revisions to the Municipal Land Use Law related to the terms of Maintenance Guarantees, it is recommended that the maintenance guarantee be released. The regulations stipulate that the term of a Maintenance Guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

Should you have any questions regarding the above information, or should you require additional information, please do not hesitate to contact our office.

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink that reads "Scott J. Macpherson".

Scott J. Macpherson, PE, CME  
Engineer IV  
T 609.465.9377 F 609.465.5270  
[Scott.macpherson@mottmac.com](mailto:Scott.macpherson@mottmac.com)

cc: Lisa Schubert, Planning Board Secretary (via email)  
Shawn A. Carr, PE, CME (via email)

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

RESOLUTION #2019-349

Title: TRANSFER OF 2019 APPROPRIATIONS

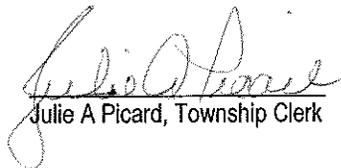
WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriation transfers during the last two months of the current fiscal year when it has been determined that any appropriation is insufficient to pay the claims authorized or incurred during the current year, which are chargeable to said appropriation, and there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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following transfers totaling \$ 20,000 be made between the following 2019 budget appropriations:

LINE ITEM		ACCT. NUMBER	TO	FROM
RECREATION	OE	9-01-28-370-200	20,000.00	
GROUP HEALTH INSURANCE	OE	9-01-23-220-400		20,000.00
			20,000.00	20,000.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A Picard, Township Clerk

ORDINANCE #2019-16

**BOND ORDINANCE AMENDING AND SUPPLEMENTING BOND ORDINANCE NUMBER 19-14 (WHICH PROVIDES FOR VARIOUS SAFETY AND IDENTIFICATION IMPROVEMENTS TO SCHELLENGER'S LANDING) HERETOFORE FINALLY ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, ON OCTOBER 21, 2019, TO INCREASE THE APPROPRIATION BY \$500,000 AND TO INCREASE THE AUTHORIZATION OF BONDS OR NOTES BY \$475,000**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, AS FOLLOWS:**

**SECTION 1.** The bond ordinance of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), heretofore finally adopted by the Township Council thereof on October 21, 2019, numbered 19-14 and entitled, "BOND ORDINANCE PROVIDING FOR VARIOUS SAFETY AND IDENTIFICATION IMPROVEMENTS TO SCHELLENGER'S LANDING, BY AND IN THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$1,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$950,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended and supplemented, as follows:

**SECTION 2.** For the improvements or purposes set forth in Section 3(a) of the Original Ordinance, as amended and supplemented hereby, there is hereby appropriated the additional sum of \$500,000. Therefore, the total appropriation of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$500,000 from \$1,000,000 and shall equal the amount of \$1,500,000, said sum being inclusive of all appropriations heretofore made in the Original Ordinance, as amended and supplemented hereby, including an additional down payment in the amount of \$25,000 hereby appropriated, such that the total down payment shall be increased by \$25,000, from \$50,000 and shall equal the amount of \$75,000. Said down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

**SECTION 3. (a)** In order to finance the additional cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, not covered by the down payment, additional negotiable bonds or notes of the Township in the amount of \$475,000 are hereby authorized to be issued by the Township, such that the total authorization of negotiable bonds or notes to be issued by the Township for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, shall be increased by \$475,000 from \$950,000 and shall equal the amount of \$1,425,000.

**(b)** The estimated maximum amount of bonds or notes to be issued for the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended hereby, is equal to \$1,425,000.

**(c)** The estimated cost of the improvements or purposes set forth in Section 3 of the Original Ordinance, as amended and supplemented hereby, is equal to \$1,500,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is comprised of the down payment.

**SECTION 4.** The Capital Budget of the Township is hereby amended, as necessary, to conform with the provisions of this amendatory and supplemental bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the "Director of the Division of Local Government Services"), will be on file in the office of the Clerk and will be available for public inspection.

**SECTION 5.** The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this amendatory and supplemental bond ordinance by \$475,000 and the said obligations authorized herein will be within all debt limitations prescribed by law.

**SECTION 6.** Section 7(d) of the Original Ordinance is hereby amended to read as follows: "(d) An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described."

**SECTION 7.** The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by the Original Ordinance, as amended and supplemented hereto. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 8.** The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 3 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of the Original Ordinance, as amended and supplemented hereto. This Section 8 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 9.** The Township Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Township Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 10.** The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under the Original Ordinance, as amended and supplemented hereby.

**SECTION 11.** Except as expressly amended and supplemented hereto, the Original Ordinance shall remain in full force and effect.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

\_\_\_\_\_  
Thomas Conrad, Councilmember

**ADOPTED ON FIRST READING**  
Dated: November 18, 2019

\_\_\_\_\_  
David Perry, Councilmember

  
\_\_\_\_\_  
Julie Picard,  
Clerk of the Township of Lower

\_\_\_\_\_  
Roland Roy, Councilmember

**ADOPTED ON SECOND READING**  
Dated: December 2, 2019

\_\_\_\_\_  
Frank Sippel, Deputy Mayor

\_\_\_\_\_  
Julie Picard,  
Clerk of the Township of Lower

\_\_\_\_\_  
Erik Simonsen, Mayor

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

RESOLUTION # 2019-350

Title: AUTHORIZATION FOR 2019 INCENTIVE AWARD FOR INSURANCE WAIVER

WHEREAS, the employees listed on the attached schedule have waived health insurance and are due an incentive amount per Superior Officers Union and PBA Union Contract, Article 12, Section F, AFSCME Union Contract, Article VII, Section F and Supervisors Contract, Article VI, Section F; and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature  that adequate funding is available for such payment in the current year's budget for Health Insurance.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to the attached schedule of employees in the amount of \$57,500.00 is authorized and chargeable to the 2019 Budget account 9-01-23-220-412.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A Picard, Township Clerk

<b>Employee</b>	<b>Jun-19</b>	<b>Dec-19</b>
Bailey, Howard III	\$ 2,500.00	\$ 2,500.00
Barcas, William	\$ 2,500.00	\$ 2,500.00
Biersbach, Martin	\$ 2,500.00	\$ 2,500.00
Boyle, Kevin Jr.	\$ 2,500.00	\$ 2,500.00
Brewster, Maria	\$ 2,500.00	\$ 2,500.00
Coombs, Eric	\$ 2,500.00	\$ 2,500.00
Crippen, Colleen	\$ 2,500.00	\$ 2,500.00
Douglass, Gary	\$ 2,500.00	\$ 2,500.00
Douglass, Scott	\$ 2,500.00	\$ 2,500.00
Greto, Anthony	\$ 2,500.00	\$ 2,500.00
Hansberry, Ryan	\$ 2,500.00	\$ 2,500.00
James, Michael	\$ 2,500.00	\$ 2,500.00
Kelleher, William	\$ 2,500.00	\$ 2,500.00
Lepor, David	\$ 2,500.00	\$ 2,500.00
Lewis, Kevin	\$ 2,500.00	\$ 2,500.00
Nuscis, Michael	\$ 2,500.00	\$ 2,500.00
Omrod, William	\$ 2,500.00	\$ 2,500.00
Perry, Michael	\$ 2,500.00	\$ 2,500.00
Plenn, Mitchell	\$ 2,500.00	\$ 2,500.00
Rementer, Joseph	\$ 2,500.00	\$ 2,500.00
Ryan, Charles	\$ 2,500.00	\$ 2,500.00
Vanaman, Donald	\$ 2,500.00	\$ 2,500.00
Walker, Kenneth	\$ 2,500.00	\$ 2,500.00
	\$ 57,500.00	\$ 57,500.00

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

RESOLUTION # 2019-351

Title: AUTHORIZATION FOR THE PAYMENT OF COLLEGE CREDITS

WHEREAS, the employees listed on the attached schedule have earned college credits and per union contract the Township will pay employees for those credits earned as determined in their union contracts; and

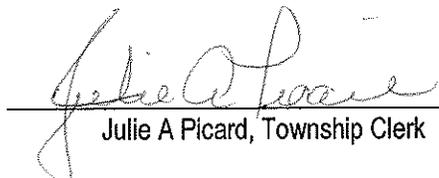
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature  that adequate funding is available for such payment in the 2019 budget for Salaries and Wages

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to the employees listed on the attached schedule not to exceed the amount of \$18,810.00 is authorized and chargeable to the 2019 Budget.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A Picard, Township Clerk

<b>Ded/Earn Code</b>	<b>Descript</b>	<b>Name</b>	<b>Amount</b>	<b>Comment</b>
E08	Annual College Credits	ANZELONE, JENNIFER M	1,000.00	
E08	Annual College Credits	ARMBRUSTER, JOHN T	1,000.00	
E08	Annual College Credits	BLACK, KAITLIN O	1,000.00	
E08	Annual College Credits	COOMBS SR, ERIC S	880.00	
E08	Annual College Credits	GRETO, ANTHONY T	1,000.00	
E08	Annual College Credits	IAMES JR, MICHAEL F	520.00	
E08	Annual College Credits	KOCIS, WILLIAM	1,000.00	
E08	Annual College Credits	LEWIS, KEVIN E	900.00	
E08	Annual College Credits	McEWING, BRIAN C	1,000.00	
E08	Annual College Credits	MICCICHE, ANTHONY	1,000.00	
E08	Annual College Credits	PARKER, AUSTIN	1,000.00	
E08	Annual College Credits	PERRY, MICHAEL C	1,000.00	
E08	Annual College Credits	RYAN, CHARLES J	1,000.00	
E08	Annual College Credits	SAINI, JORDAN C	980.00	
E08	Annual College Credits	VANAMAN JR, DONALD	1,000.00	
E08	Annual College Credits	WALKER, KENNETH	1,000.00	
E08	Annual College Credits	WHITTEN JR, DOUGLAS D	1,000.00	
E08	Annual College Credits	SHECK, JONATHAN	660.00	
E08	Annual College Credits	OMROD, WILLIAM	1,000.00	
E08	Annual College Credits	CRECCA, KATHRYN R	750.00	
E08	Annual College Credits	THOMAS, LINDA	120.00	
			18,810.00	

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

RESOLUTION #2019-352

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. **Negotiation Update**

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

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

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

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

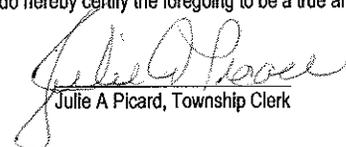
\_\_\_\_\_ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss if a license or permit belonging to the responding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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on 11/15/19 that an Executive Session closed to the public shall be held on this date at approximately 7:59 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019

  
Julie A Picard, Township Clerk

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

RESOLUTION #2019-353

Title: A RESOLUTION RATIFYING A FOUR (4) YEAR MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND TEAMSTERS LOCAL No. 676

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with Teamsters Local No. 676; and

WHEREAS, the parties have reached an agreement which will be utilized to prepare the Collective Bargaining Agreement with Teamsters in accordance with the terms of the attached memorandum of agreement; and

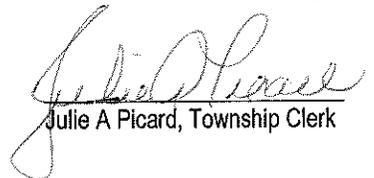
WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's ratification of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED, the attached Memorandum of Agreement is hereby ratified.

BE IT FURTHER RESOLVED that the Township Manager and Township Clerk are hereby authorized and directed to execute the integrated Collective Bargaining Agreement, once prepared and ratified by the Teamsters , in accordance with and under the terms as outlined attached hereto on behalf of the Township.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 18, 2019.

  
Julie A Picard, Township Clerk

**Township of Lower  
And  
Teamsters Local Union No. 676**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is made between the Township of Lower (the Township) and Teamsters Local Union No.676 (the Teamsters).

The Township and the Teamsters have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the parties, which set to expire on December 31, 2019.

The Township and the Teamsters have reached a tentative agreement of the terms and conditions of a new CBA and purpose of this MOA is to confirm that agreement.

Said tentative agreement and this MOA will not be effective until ratified by the membership of the Teamsters and the governing body of the Township

NOW, THEREFORE, the Township and the Teamsters agree that the following changes shall be made in the existing agreement.

**1. Retroactivity:**

This agreement including all economic and non-economic issues shall be retroactive to the effective date of the Agreement (1/1/20).

**2. Preamble:**

Adjust all dates as appropriate

**3. ARTICLE 6 – HOURS AND OVERTIME**

- Change summer hours to June 1<sup>st</sup> through September 15<sup>th</sup>.<sup>1</sup>

- Remove Paragraph I(3) as it is no longer applicable.

**4. ARTICLE 7 – HOLIDAY, PERSONAL, BEREVEMENT AND UNPAID LEAVE**

- Death of an aunt, uncle, brother-in-law, sister-in-law, niece and nephew increased to three (3) bereavement days.

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<sup>1</sup> Currently May 1<sup>st</sup> through the end of September.

**5. ARTICLE 10 – SICK LEAVE AND RETIREMENT**

- Increase terminal leave benefit in in Paragraph E(3) to \$15,000.00.

**6. ARTICLE 11 – WAGES**

- Roll in CDL differential in Paragraph C to appropriate titles and eliminate (increased to \$.25).
- Roll in Trash/Recycling differential (\$.25) in Paragraph G to appropriate titles and eliminate.
- Revise Paragraph H to allow for 3 on 3 trucks or 2 on 4 trucks (Recycling Only).
- Remove Paragraph H(3) as a duplicate.
- Increase minimum yearly raise in Paragraph L from \$250.00 to \$500.00.
- Supervising Equipment Operator shall receive a one time \$1.00 hourly increase effective the first day of this agreement.
- 2.4% wage increase effective January 1<sup>st</sup> for each year of the contract (4 year contract).
- Non Equipment Operators making less than the Equipment Operator rate will be paid Equipment Operator rate when operating the Sewer Vac Truck.

**7. ARTICLE 12 – LONGEVITY**

- Eliminate whole article (no longer in use).

**8. ARTICLE 14 – WORK RULES**

- Revise language to Paragraph B to indicate: “Traffic Tickets - the Township will pay all fines, if the Township is at fault (i.e. broken taillights, lack of registration, etc.), incurred while working.”

**9. ARTICLE 18 – UNIFORMS**

- Township to provide 5 shirts every April.
- Increase clothing allowance to \$600.00 per year.

**10. ARTICLE 22 – TERM AND RENEWAL**

- Adjust dates accordingly (4 year term).

This MOA is subject to the ratification of the members of the Teamsters and approval of the governing body of the Township. The bargaining members of the Teamsters and of the Township represent that they will recommend approval of the terms to their respective constituents.

For Township of Lower:

For Teamsters Local Union No.676

  
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

James Ridge  
\_\_\_\_\_

\_\_\_\_\_

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