

Signed Resolutions – September 17, 2018

- Res. #2018-293 Payment of Vouchers \$ 1,216,648.03
- Res. #2018-294 A Resolution Requesting that the County of Cape May Conduct a Traffic Study to Consider the Feasibility of a "No Passing Zone" on the South Side of Seashore Road from the Bridge to Canning House Lane
- Res. #2018-295 Authorization for the Payout of Accumulated Compensatory Time (B.McEwing \$1,610.96)
- Res. #2018-296 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Body Armor \$3,212)
- Res. #2018-297 Authorization for Refund of Taxes (2 properties \$900.96)
- Res. #2018-298 Cancellation of 2018 Property Tax (B 21 L 53)
- Res. #2018-299 Authorization for the Payout of Accumulated Compensatory Time (J.Armbruster \$3,473.34)
- Res. #2018-300 A Resolution of the Township of Lower, in the County of Cape May, State of New Jersey, Determining the Form and Other Details of its "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank (F/K/A The New Jersey Environmental Infrastructure Trust)", to be Issued in the Principal Amount of up to \$3,900,000 (In one or More Series), and Providing for the Issuance and Sale of Such Note (In one or More Series) To the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note (In One or More Series) by the Township of Lower in Favor of the New Jersey Infrastructure Bank, All Pursuant to the New Jersey Infrastructure Bank Construction Financing Program
- Res. #2018-301 A Resolution Determining the Form and Other Details of Not Exceeding \$3,900,000 General Obligation Bonds of the Township of Lower, in the County of Cape May, New Jersey, and Providing for their Sale to the New Jersey Infrastructure Bank (F/K/A The New Jersey Environmental Infrastructure Trust) and the State of New Jersey Pursuant to the New Jersey Infrastructure Bank Financing Program and Authorizing the Execution and Delivery of Certain Loan Agreements and an Escrow Agreement in Connection Therewith
- Res. #2018-302 A Resolution Requesting Release of Performance Guarantee for John McKeon; Block 132, Lots 17, 18.01, 18.02, 18.03, 19 & 20 Escrow #Z15-07-05
- Res. #2018-303 Approval of Change Order #2 for Marcus Karavan, Esq. (Additional \$10,000)
- Res. #2018-304 A Resolution Establishing an Emergency Due to Damaged Stormwater Drainage Pipe and Potential Roadway Collapse on Clubhouse Drive in the Township of Lower
- Res. #2018-305 Award of Contract Due to Damaged Stormwater Drainage Pipe and Potential Roadway Collapse on Clubhouse Drive in the Township of Lower (Not to exceed \$200,000)



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00735 CATERINA SUPPLY, INC.*	18-02003	07/24/18	FILTERS FABRIC	Open	780.00	0.00		
00807 CDW-GOVERNMENT INC*	18-02181	08/10/18	BOOKING ROOM CAMERA	Open	257.00	0.00		
00825 COMCAST*	18-02381	09/07/18	INTERNET FIRE SAFETY 8/28 9/27	Open	154.27	0.00		PC1
01170 VERIZON WIRELESS* F/S	18-02376	09/06/18	CELL SERVICE FIRE SAFETY	Open	52.47	0.00		
01171 VERIZON WIRELESS - TOWNHALL	18-02349	09/04/18	VERIZON ACT#622310837-00001	Open	565.57	0.00		
	18-02379	09/07/18	#723051842-00001 JULY29-AUG28	Open	946.63	0.00		
					1,512.20			
01200 DELTA DENTAL PLAN OF NJ	18-02357	09/05/18	AUGUST 2018 GROUP# 9427	Open	11,048.95	0.00		
	18-02358	09/05/18	AUGUST ADMIN GROUP # 9427	Open	1,260.00	0.00		
					12,308.95			
01201 DELL CORPORATION*	18-02205	08/13/18	SERVER FOR DPS	Open	7,310.00	0.00		
01389 EDDIE'S AUTO BODY*	18-02210	08/14/18	FRONT ALIGNMENT 2014 DODGE	Open	89.95	0.00		
	18-02323	08/30/18	PAINT VEHICLE	Open	650.00	0.00		
					739.95			
01530 FIRE DISTRICT #1	18-00642	03/12/18	2018 FIRE DISTRICT #1 TAXES	Open	140,459.75	0.00		
01540 FIRE DISTRICT #2	18-00641	03/12/18	2018 FIRE DISTRICT #2 TAXES	Open	296,850.00	0.00		
01550 FIRE DISTRICT #3	18-00626	03/08/18	2018 FIRE DISTRICT #3 TAXES	Open	190,223.00	0.00		
01806 ANTHONY J HARVATT, II, ESQ	18-00759	03/21/18	ZBA SOLICITOR SALARY	Open	625.00	0.00		
	18-02404	09/11/18	DERA RESOLUTION	Open	150.00	0.00		
					775.00			
01951 INNOVATIVE DATA SOLUTIONS*	18-02054	07/26/18	POWER DMS PAPERLESS DIRECTIVE	Open	3,823.00	0.00		
02021 JERSEY CAPE DOOR*	18-01479	06/01/18	GARAGE DOOR OPERATOR	Open	2,370.00	0.00		
02027 JESCO INC*	18-00219	01/22/18	MATERIAL/DPW/FEB.	Open	163.30	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02108 KEEN COMPRESSED GAS CO*	18-01207	05/02/18	BOTTLED WATER/GARAGE/DPW/JULY	Open	451.66	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	18-01521	06/05/18	PARTS FOR POLICE VEHICLES	Open	193.16	0.00		
	18-02221	08/15/18	DODGE 2012	Open	<u>1,689.08</u>	0.00		
					1,882.24			
02248 LAWMEN SUPPLY*	18-01670	06/08/18	BALLISTIC VESTS	Open	1,606.00	0.00		
02333 LOWER TWNSP RESCUE SQUAD, INC.	18-00406	02/08/18	2018-46 RESCUE EXPENSE	Open	10,000.00	0.00		B
02334 LOWER TWP CHAMBER OF COMMERCE	18-02326	08/31/18	MEMBERSHIP DUES 10/18-9/30/19	Open	150.00	0.00		
02402 MGL PRINTING SOLUTIONS	18-02001	07/24/18	TAX DUE DATE STICKERS	Open	96.00	0.00		
	18-02352	09/04/18	ENVELOPES #10	Open	<u>182.50</u>	0.00		
					278.50			
02418 MAJESTIC SEWER AND DRAIN*	18-02264	08/21/18	EMERGENCY WORK - SEWER @POOL	Open	235.00	0.00		
03104 NORTHEAST IND.&MARINE SUPPLY*	18-00899	03/29/18	PARTS/RDS/SANT/RECY/DPW/MAY	Open	774.36	0.00		
03241 SARGENT OSHEA	18-02420	09/12/18	CONTRACTUAL REIMBURSEMENT M	Open	973.74	0.00		
03293 BLAINE PAYNTER	18-02348	09/04/18	CONTRACTUAL REIMBURSEMENT M	Open	25.00	0.00		
	18-02398	09/11/18	CONTRACTUAL REIMBURSEMENT V	Open	171.50	0.00		
	18-02399	09/11/18	CONTRACTUAL REIMBURSEMENT V	Open	<u>175.00</u>	0.00		
					371.50			
03518 RIGGINS, INC.*	18-02383	09/07/18	OFF HIGHWAY DIESEL AUGUST	Open	419.71	0.00		
03573 SAFETY-KLEEN CORP*	18-00915	03/29/18	EQUIP. MAINTENANCE/MAY	Open	453.20	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	18-01528	06/05/18	TIRES/RDS/SANT/RECY/DPW/AUG	Open	7,195.86	0.00		
03613 SEA ISLE ICE CO. INC.*	18-02244	08/20/18	ICE/DPW	Open	150.00	0.00		
J3810 MUNICIPAL UTIL AUTH USAGE COST	18-02216	08/14/18	WATER USAGE 4/15/18-7/15/18	Open	2,154.79	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03904 LOWE'S HOME CENTER INC*	18-02048	07/26/18	SUPPLIES FOR TOWNSHIP /AUG	Open	429.98	0.00		
03914 ULINE INC*	18-02137	08/03/18	HAND SANITIZER/ DPW	Open	151.98	0.00		
03915 TURF EQUIPMENT & SUPPLY CO*	18-01324	05/14/18	TURO MOWERS/JULY	Open	603.96	0.00		
	18-01325	05/14/18	TORO MOWER/AUG.	Open	554.88	0.00		
					1,158.84			
03954 VAN NOTE-HARVEY ASSOCIATES*	17-02751	10/25/17	RES 2017-281 TAX MAP	Open	12,317.50	0.00		B
03971 VERIZON WIRELESS MDT POLICE	18-02333	08/31/18	VERIZON - MDT	Open	843.49	0.00		
03985 VILLAS NAPA AUTO PARTS	18-01518	06/05/18	RDS/SANT/RECY/AUG	Open	3,014.46	0.00		
04085 CHRISTOPHER WINTER (EMPLOYEE)	18-02422	09/12/18	CONTRACTUAL REIMBURSEMENT M	Open	110.83	0.00		
4266 NJ DEPT OF HEALTH&SENIOR SVCS	18-02413	09/12/18	STATE DOG LICENSE 8/1 -8/31/18	Open	119.40	0.00		
04280 G.F.O.A. OF NJ	18-02218	08/15/18	2018 SPRING CONFERENCE	Open	350.00	0.00		
04300 W.B. MASON CO. INC*	18-02023	07/24/18	FIRE SAFETY TONER	Open	270.95	0.00		
04445 TRICOMM SERVICES CORP*	18-02193	08/10/18	COURT MOVE ON 8/31/2017	Open	1,020.00	0.00		
	18-02301	08/27/18	8/27 SERVICE POLICE ALCOTEST	Open	255.00	0.00		
					1,275.00			
05083 SJSHORE MARKETING LIMITED	18-02237	08/20/18	ELECTRIC & PLUMBING APPROVAL	Open	350.00	0.00		
4104 DOUGLASS LANDSCAPING LLC*	18-02093	07/31/18	LOT CLEARING 110 E. ST. JOHNS	Open	350.00	0.00		
5054 KEVIN BOYLE JR	17-00753	03/21/17	2017 EQUIP. ALLOWANCE	Open	127.00	0.00		B
6063 CAPE MINING & RECYCLING, LLC*	18-02211	08/14/18	RECYCLED CONCRETE/ASPHALT	Open	800.92	0.00		
	18-02243	08/20/18	ASPHALT/CONCRETE	Open	231.20	0.00		
					1,032.12			
6071 UNITED UNIFORMS LIMITED LIAB*	18-01365	05/16/18	PATCHES	Open	66.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7079 SUBURBAN PROPANE L P*	18-02390	09/11/18	PROPANE-FREEMAN DOUGLASS PARK	Open	290.78	0.00		
7115 LIFELINE TRAINING LP*	18-01472	05/31/18	TRAINING- 8-27-29, 2018	Open	695.00	0.00		
7117 NJLM	18-02389	09/11/18	RENEWAL 18B-15135	Open	7.00	0.00		
7207 MOTOROLA SOLUTIONS	18-01737	06/15/18	APX 4000 MH RADIOS	Open	323,259.00	0.00		
7362 NEOPOST USA INC.	18-02179	08/09/18	REPAIR SERVICE FOLDING MACHINE	Open	310.00	0.00		
7364 JOHN MONTGOMERY	18-02392	09/11/18	REIMBURSEMENT-SOCCER COACH	Open	15.00	0.00		
7382 ADVANCED ELECTRONIC DESIGN INC	18-02124	08/01/18	BODY CAMS	Open	12,940.50	0.00		
7478 WINDSTREAM COMMUNICATION INC*	18-02385	09/07/18	PHONE SERVICE AUG 29 2018	Open	1,567.36	0.00		
7508 BLANEY & KARAVAN PC*	18-00129	01/11/18	LABOR ATTORNEY DNE \$25K R 18-2	Open	387.50	0.00		B
7532 HEATHER MCNULTY*	18-02361	09/05/18	AUGUST 2018 HI FITNESS	Open	555.00	0.00		
7534 ADAM HEGARTY	17-00766	03/21/17	2017 EQUIP. ALLOWANCE	Open	127.00	0.00		B
7544 DAVE FAIRMAN	18-02391	09/11/18	REIMBURSEMNT- SOCCER COACH	Open	15.00	0.00		
7636 MOTT MACDONALD LLC*	18-02405	09/11/18	PROFESSIONAL ENGINEERING	Open	1,305.83	0.00		
	18-02406	09/11/18	PROFESSIONAL ENGINEERING	Open	41.55	0.00		
	18-02407	09/11/18	PROFESSIONAL ENGINEERING	Open	249.30	0.00		
	18-02408	09/11/18	PROFESSIONAL ENGINEERING	Open	138.50	0.00		
					<u>1,735.18</u>			
7752 STEPHEN DEHORSEY	18-02393	09/11/18	REIMBURSEMENT-SOCCER COACH	Open	20.00	0.00		
7820 DEBLASIO & ASSOCIATES, P. C.*	17-02477	09/21/17	ENGINEERING SERVICE /RT.109	Open	75.00	0.00		B
	18-01007	04/10/18	ENGINEERING ROAD RECONSTRUCT	Open	3,377.50	0.00		B
	18-02168	08/08/18	ENGINEERING 2018 ROAD PROGRAM	Open	220.00	0.00		B
					<u>3,672.50</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>7929 AMAZON CAPITAL SERVICES, INC</b>								
	18-02194	08/10/18	DESK FOR PLANS	Open	239.50	0.00		
	18-02267	08/22/18	CROSS LINE LASER LEVEL	Open	1,213.05	0.00		
	18-02305	08/27/18	TOWNHALL SUPPLIES	Open	29.00	0.00		
	18-02322	08/30/18	OFFICE SUPPLIES	Open	14.28	0.00		
	18-02325	08/31/18	OFFICE SUPPLIES	Open	682.27	0.00		
	18-02330	08/31/18	OFFICE SUPPLIES- DPS	Open	99.17	0.00		
	18-02362	09/06/18	OFFICE SUPPLY	Open	56.73	0.00		
					<u>2,334.00</u>			
<b>7931 ROWAN COLLEGE AT GLOUCESTER CO</b>								
	18-01038	04/16/18	TRAINING - JULY 23 - AUG 1	Open	1,758.00	0.00		
<b>7942 THOMAS &amp; ELEANOR CHESTNUT</b>								
	18-02397	09/11/18	REFUND 3RD QTR B/537 L/ 20	Open	129.63	0.00		
<b>7989 GLORIA THOMAS</b>								
	18-02185	08/10/18	MIRROR FOR POOL	Open	27.48	0.00		
<b>7993 ROSEMARY SMITH</b>								
	18-02283	08/24/18	REPAIRS TO PROPERTY	Open	804.24	0.00		
<b>7996 ZACHARY B SOMERS</b>								
	18-02345	09/04/18	RELIEF LIFEGUARD 8/26 9/2	Open	250.00	0.00		
<b>7997 JAMES D WILSON</b>								
	18-02346	09/04/18	RRELIEF LIFEGUARD 8/25 9/02	Open	325.00	0.00		
<b>7999 BERNADETTE &amp; BENJAMIN CHURCH</b>								
	18-02396	09/11/18	REFUND 3RD QTR B/255 L/4.02	Open	771.33	0.00		
<b>BERB BERNADETTE ERB</b>								
	18-02394	09/11/18	REIMBURSEMENT - SOCCER COACH	Open	25.00	0.00		
<b>BOSNA KAREN MANETTE BOSNA</b>								
	18-02359	09/05/18	AUGUST 2018 AQUA YOGA	Open	90.00	0.00		
	18-02360	09/05/18	AUGUST 2018 AQUA FITNESS	Open	125.00	0.00		
					<u>215.00</u>			
<b>WELLF WELLS FARGO</b>								
	18-02382	09/07/18	REFUND PARTIAL 3RD QTR	Open	481.50	0.00		

Total Purchase Orders: 115 Total P.O. Line Items: 0 Total List Amount: 1,163,114.48 Total Void Amount: 0.00

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

RESOLUTION #2018-293

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	Description	CK #	Amount
Clark DeGross	Performance Bond	2664	\$ 36,000.00
Clark DeGross	Return Storm Water	2664	\$ 15,000.00
Cape Atlantic Conservation	Multi-Purpose Field Construction	63058	\$ 1,095.00
Bank of America	Online Comcast Payment	63059	\$ 1,438.55
<b>TOTAL Manual Checks</b>			<b>\$ 53,533.55</b>
TOTAL Computer Generated			\$1,163,114.48
<b>TOTAL Bill List</b>			<b><u>\$1,216,648.03</u></b>

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
Julie A. Picard, Township Clerk

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

RESOLUTION #2018-294

Title: **A RESOLUTION REQUESTING THAT THE COUNTY OF CAPE MAY CONDUCT A TRAFFIC STUDY TO CONSIDER THE FEASIBILITY OF A NO PASSING ZONE ON THE SOUTH SIDE OF SEASHORE ROAD FROM THE BRIDGE TO CANNING HOUSE LANE**

**WHEREAS**, the Township of Lower has identified various concerns related to traffic and pedestrian safety along Seashore Road located within the Township of Lower; and

**WHEREAS**, Seashore Road is a road located within the Township of Lower which is owned and maintained by the County of Cape May; and

**WHEREAS**, the majority of Seashore Road, with the exception of approximately two tenths of a mile, has been previously designated as a "No Passing Zone;" and

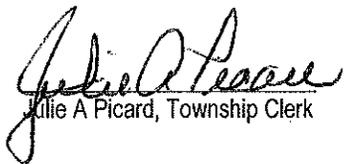
**WHEREAS**, the Township Council of the Township of Lower believes that it is in the best interest its residents to designate the South Side of Seashore Road from the Bridge to Canning House Lane as a "No Passing Zone" by way of the installation of proper signage indicating "No Passing" and by installing the appropriate lane striping along the roadway; and

**WHEREAS**, in light of the fact that Seashore Road is a County-owned road, the Township of Lower would like the County of Cape May to perform the necessary traffic studies in order to determine whether or not it is appropriate to designate the aforementioned portion of Seashore Road as a "No Passing Zone."

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that we request the County of Cape May, Board of Chosen Freeholders, conduct a traffic study to consider the feasibility of a NO PASSING ZONE on the South Side of Seashore Road from the Bridge to Canning House Lane in the Township of Lower.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
Julie A. Picard, Township Clerk

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

RESOLUTION # 2018-295

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 Brian McEwing in the amount of \$1610.96 is authorized and chargeable to the 2018 Budget account 8-01-25-240-125.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 17, 2018.

  
Julie A. Picard, Township Clerk



# LOWER TOWNSHIP POLICE DEPARTMENT

William Mastriana  
Chief of Police

CAPTAIN MARTIN BIERSBACH  
Executive Officer

LT. WILLIAM PRIOLE  
Administrative Lieutenant

LT. JOHN CHEW  
Administrative Lieutenant

LT. DONALD VANAMAN  
Operations Lieutenant

HEADQUARTERS  
Cape May County Airport  
406 Breakwater Road  
Erma, NJ 08204

Office: (609) 886-1619  
Fax: (609) 886-5289

Date: August 28, 2018

To: Chief William Mastriana

From: Det Brian McEwing

Subject: Comp Time

Sir,

I am writing to request to sell back thirty five (35) hours comp time. The reason for this request is to

Respectfully Submitted,

  
Det Brian McEwing

0 • \*

35 • x

46 • 0274 =

1 • 610 • 959 • +

8/29/18

Received/FWD to Temp.

MB157

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

RESOLUTION #2018-296

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the increase of \$3,212.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues -  
 Revenue Offset with Appropriations - **Body Armor**  
 Total with increase to be \$ 3,212.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$3,212.00 be and the same is hereby appropriated under the caption of:

General Appropriations -  
 Public & Private Programs Offset by Revenues - Body Armor  
 State/Federal Share \$ 3,212.00  
 Non State Share \$  
 Total with increase to be \$ 3,212.00

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
 Julie A Picard, Township Clerk

8/29/2018

**SS STURDY SAVINGS BANK**

8/29/2018 9:17 AM

Council Checking

XXXXXX0505

**Amount:** 2409.00

**Description:** MISC PAY DOJ TREAS 310 RMR\*IV\*L31667227\*\* 2409.00\

**Posted Date:** 8/20/2018

**Transaction Type:** History

8/29/2018

**SS STURDY SAVINGS BANK**

8/29/2018 9:17 AM

Council Checking

XXXXXX0505

**Amount:** 803.00

**Description:** MISC PAY DOJ TREAS 310 RMR\*IV\*L31694227\*\* 803.00\

**Posted Date:** 8/20/2018

**Transaction Type:** History

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

RESOLUTION #2018-297

Title: AUTHORIZATION FOR REFUND OF TAXES

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

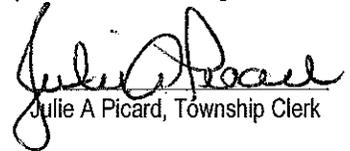
WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
255	4.02	Bernadette & Benjamin Church	Duplicate Payment	\$ 771.33
537	20	Thomas Chestnut	Homestead Exempt Vet	\$ 129.63

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
Julie A Picard, Township Clerk



August 20, 2018  
09:20 AM

Lower Township  
Tax Account Detail Inquiry

BLQ: 255. 4.02  
Owner Name: CHURCH, BENJAMIN M JR & BERNADETTE J

Tax Year: 2018 to 2018  
Property Location: 109 MAPLE ROAD

Tax Year: 2018	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	771.33	771.32	771.33	771.32	3,085.30
Payments:	771.33	771.32	1,542.66	0.00	3,085.31
Balance:	0.00	0.00	771.33-	771.32	0.01-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2018 Prin Balance
		Description								
		Original Billed						3,085.30		3,085.30
01/29/18	1	Payment	001	CORELOGIC	CK	24668	1462 660	771.33	0.00	2,313.97
04/27/18	2	Payment	001	CORE LOGIC	CK	25127	667 660	771.32	0.00	1,542.65
07/26/18	3	Payment	001	3736108156	CK	25660	2 WIPP0726	771.33	0.00	771.32
		online payments								
08/15/18	3	Payment	001	CORE LOGIC	CK	25878	608 660	771.33	0.00	0.01-

Total Principal Balance for Tax Years in Range: 0.01-



BLQ: 537. 20.  
Owner Name: CHESTNUT, THOMAS F & ELEANOR

Tax Year: 2018 to 2018  
Property Location: 9 BEVERLY ROAD

Tax Year: 2018	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Original Billed:	1,166.32	1,166.31	1,163.52	1,163.52	4,659.67
Other Bill Adj:	870.14-	1,345.94-	1,163.52-	1,293.15-	4,672.75-
Total Billed:	296.18	179.63-	0.00	129.63-	13.08-
Payments:	1,166.32	986.68	1,163.52	0.00	3,316.52
Balance Adjust:	870.14	1,166.31	1,163.52	0.00	3,199.97
Balance:	0.00	0.00	0.00	129.63-	129.63-

Date	Qtr	Type	Code	Check No	Mthd	Reference	Batch Id	Principal	Interest	2018 Prin Balance
								Original Billed		4,659.67
02/01/18	1	Payment	001	WELLS FARGO	CK	24706	676 672	1,166.32	0.00	3,493.35
03/26/18	2	Adjustment	HB			24958	1957 HOME	179.63-	0.00	3,313.72
								Homestead Credit		
04/18/18	2	Payment	001	wells fargo	CK	25070	669 672	986.68	0.00	2,327.04
05/03/18	1	Adjustment	083			25181	1 KLB	870.14-	0.00	1,456.90
								DIS VET AS OF 1/22/1		
05/03/18	2	Adjustment	083			25181	2 KLB	1,166.31-	0.00	290.59
								DIS VET AS OF 1/22/1		
05/22/18	1	Adjustment	064			25313	5 KLB	870.14	0.00	1,160.73
								Res# 2018-180		
05/22/18	2	Adjustment	064			25313	4 KLB	179.63	0.00	1,340.36
								Res# 2018-180		
05/22/18	2	Adjustment	064			25313	6 KLB	986.68	0.00	2,327.04
								Res# 2018-180		
07/26/18	3	Payment	001	WELLS FARGO	CK	25657	663 WELLS	1,163.52	0.00	1,163.52
07/30/18	3	Adjustment	083			25671	1 KLB	1,163.52-	0.00	0.00
								exempt 2018		
07/30/18	4	Adjustment	083			25671	2 KLB	1,163.52-	0.00	1,163.52-
								exempt 2018		
07/30/18	4	Adjustment	HB			25678	1914 HOMESTEAD	129.63-	0.00	1,293.15-
								Homestead Credit		
08/15/18	3	Adjustment	064			25883	1 KLB	1,163.52	0.00	129.63-
								exempt vet		

Total Principal Balance for Tax Years in Range: 129.63-

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

RESOLUTION #2018-298

Title: CANCELLATION OF 2018 PROPERTY TAX

WHEREAS, Block 21 Lot 53, assessed to Scott & Karen Kirschner was changed to property class 15F due to being a 100% disabled veteran approved as of the date of application June 28, 2018: and

WHEREAS, Wells Fargo paid the first, second & third quarter taxes.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the remainder of the 2018 taxes be canceled.

BE IT FURTHER RESOLVED, that the total amount of \$481.50, paid by the mortgage company, be refunded to Wells Fargo.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
Julie A Picard, Township Clerk

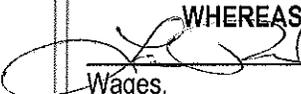
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2018-299

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 John Armbruster in the amount of \$3473.34 is authorized and chargeable to the 2018 Budget account 8-01-25-240-124.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 17, 2018.

  
Julie A. Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana  
FROM: Sgt. Armbruster 190  
DATE: 09/04/2018  
SUBJECT: Compensation time, cash out.

To whom it may concern,

I am respectfully requesting to sell back a portion of my accrued compensation time, totaling 100 hours. The purpose of this request is  
thank you in advance for your consideration in  
this matter.

Respectfully Submitted,

John Armbruster Jr.  
Sergeant/Badge 190

34•7334 x  
100• =  
3,473•340 \*+

C	File	Date	Officer	Comments
		9/5/18	LT A. Vajana	[Signature]
		9/5/18	Chief [Signature]	Please forward to township

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

RESOLUTION #2018-300

A RESOLUTION OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,900,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE TOWNSHIP OF LOWER IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM

WHEREAS, the Township of Lower (the "Local Unit"), in the County of Cape May, State of New Jersey, has determined that there exists a need within the Local Unit to undertake Phase 3 of drainage and stormwater management improvements and associated road work to Roseann Avenue and Bayshore Estates, which shall include, but not be limited to, improvements to stormwater system including, but not limited to, excavation, trunk line improvements and/or improvements to or replacement of stormwater pipe, and, as applicable, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement, curb, sidewalk and driveway improvements, as well as roadway painting, landscaping and aesthetic improvements; and all such improvements or purposes shall also include all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto (collectively, the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the environmental financing program (the "Infrastructure Bank Financing Program") of the New Jersey Infrastructure Bank (f/k/a the New Jersey Environmental Infrastructure Trust) (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation and installation, as applicable, of the Project prior to the closing with respect to the Infrastructure Bank Financing Program, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank f/k/a New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to \$3,900,000 (to be issued in one or more series) (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note (to be issued in one or more series) to the I-Bank pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the I-Bank (in one or more series), without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note (in one or more series) to the I-Bank without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

**Section 1.** In accordance with Section 28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by the following bond ordinance, which is set forth below by ordinance number, description and date of final adoption:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>
2018-18	Phase 3 of Drainage and Stormwater Management Improvements, Finally Adopted 09/05/2018

(the "Bond Ordinance"), which Ordinance was finally adopted at the meeting of the Township Council duly called and held on the date set forth hereinabove under the heading "Description and Date of Final Adoption", in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, and that said Bond Ordinance has been duly enacted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

**Section 2.** The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount or amounts (if sold in more than one series) of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date or dates of the Note (if sold in more than one series).

**Section 3.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

**Section 4.** The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the aggregate principal amount of the Notes to be issued shall be an amount up to \$3,900,000 and may be issued in more than one series provided the combined principal amounts do not exceed \$3,900,000;
- (b) the maturity or maturities (if sold in more than one series) of the Note shall be determined by the I-Bank;
- (c) the interest rate or rates (if sold in more than one series) of the Note shall be determined by the I-Bank;
- (d) the purchase price or prices (if sold in more than one series) for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination or additional denominations (if sold in more than one series) and shall be numbered "CFP-[Insert Number of Note at Pricing]";
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer (or such officers deemed legal eligible to execute same at the time of execution) under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

**Section 5.** The Note shall be substantially in the form attached hereto as Appendix A with such additions, deletions and omissions as may be necessary in connection with the Construction Financing Program.

**Section 6.** The law firm of Archer & Greiner P.C., Red Bank, New Jersey is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

**Section 7.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the

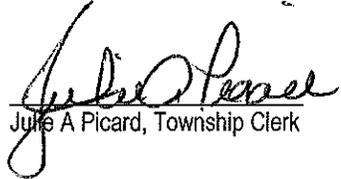
corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Clerk of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

**Section 8.** This resolution shall take effect upon the effective date of the Bond Ordinance.

**Section 9.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to Archer & Greiner P.C., Red Bank, New Jersey, bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
 Julie A. Picard, Township Clerk

CERTIFICATION

I, JULIE A. PICARD, Clerk of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$3,900,000 (IN ONE OR MORE SERIES), AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE (IN ONE OR MORE SERIES) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE (IN ONE OR MORE SERIES) BY THE TOWNSHIP OF LOWER IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK CONSTRUCTION FINANCING PROGRAM", is a copy of a resolution which was duly adopted by the Township Council at a meeting duly called and held on September 17, 2018 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township as of this 17 day of September, 2018.

(SEAL)

  
\_\_\_\_\_  
JULIE A. PICARD,  
Clerk of the Township of Lower

APPENDIX A

TOWNSHIP OF LOWER  
BOND ANTICIPATION NOTE  
RELATING TO:  
THE CONSTRUCTION FINANCING I-BANK LOAN PROGRAM  
OF THE NEW JERSEY INFRASTRUCTURE BANK  
(F/K/A NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST)

\$ \_\_\_\_\_  
CFP-[ ]-[ ]

\_\_\_\_\_, 20[ ]

FOR VALUE RECEIVED, THE TOWNSHIP OF LOWER, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the NEW JERSEY INFRASTRUCTURE BANK (F/K/A the New Jersey Environmental Infrastructure Trust), a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"Administrative Fee" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the I-Bank may determine from time to time.

"Anticipated Financing Program" means the financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof.

"Fund Portion" means, on any date, an amount equal to seventy-five percent (75%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, which NJDEP Loan Origination Fee shall be financed exclusively from the I-Bank Portion.

"Interest" means the interest charged on the outstanding Principal of the Loan at a rate of (a) with respect to the I-Bank Portion of the Principal, the applicable I-Bank Portion Interest Rate and (b) with respect to the Fund Portion of the Principal, 0.00%, and payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Loan" means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

"Maturity Date" means \_\_\_\_\_, 201\_\_\_\_, or such earlier or later date to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program.

"NJDEP" means the New Jersey Department of Environmental Protection.

"NJDEP Loan Origination Fee" means the "NJDEP Fee" as referenced and defined in Exhibit B hereto, which NJDEP Fee is an administrative fee that is payable by the Borrower to the NJDEP as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, shall be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

"I-Bank Bonds" means the revenue bonds of the I-Bank to be issued, as part of the Anticipated Financing Program.

"I-Bank Portion" means, on any date, an amount equal to the aggregate of (i) twenty-five percent (25%) of the Principal of the Loan on such date, exclusive of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee, plus (ii) one hundred percent (100%) of that portion of the Principal of the Loan that is allocable to the NJDEP Loan Origination Fee.

"I-Bank Portion Interest Rate" means, with respect to each disbursement of proceeds of the I-Bank Portion of the Loan, (a) to the extent that such disbursement is funded from moneys appropriated to the I-Bank, for the Construction Financing I-Bank Loan Program of the I-Bank, pursuant to an appropriations act of the State, the I-Bank Portion Interest Rate shall equal 0.00%, (b) to the extent that such disbursement is funded from available moneys of the I-Bank that are neither (i) appropriated to the I-Bank as provided by the preceding clause (a), nor (ii) borrowed from a financial institution pursuant to a line of credit or other similar financial instrument as provided by the succeeding clause (c), the I-Bank Portion Interest Rate shall equal the interest rate that is published as either the Thompson Financial TM3 "AAA" Municipal Market Data General Obligation Index (Tax-Exempt) or the "BVAL" Index (relating to general obligation, tax exempt credits) of Bloomberg L.P. (or any subsidiary thereof), (with the particular index that is used by the I-Bank to be selected by an Authorized Officer of the I-Bank) or, if such indexes are no longer published on such date, such successor index as may be selected by an Authorized Officer of the I-Bank, in each case for the number of years that corresponds to the length of time from the date such disbursement is made available to the Borrower by the I-Bank to the Maturity Date, rounding up to the nearest year, or (c) to the extent that such disbursement is funded from available moneys of the I-Bank borrowed from a financial institution pursuant to a line of credit or other similar financial instrument, the I-Bank Portion Interest Rate shall equal the actual rate of interest established by the applicable financial institution pursuant to a competitive or negotiated solicitation by the I-Bank with respect to such line of credit or other financial instrument.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the I-Bank:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach

of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

### SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank to inspect the Environmental Infrastructure System.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition, and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing. On the Maturity Date, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, the Administrative Fee, if any, fourth, any late charges, and, finally, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law. Notwithstanding the provisions of this Section 4 to the contrary, the Borrower hereby acknowledges and agrees that, on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon. Such disbursement shall be made for the purpose of funding fifty percent (50%) of the NJDEP Loan Origination Fee. Such disbursement shall be paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof.

Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to this Section 4, of any Loan Disbursement Requisition relating to all or any portion of the Project: (i) the Borrower hereby acknowledges and agrees that the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Construction Financing I-Bank Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to this Section 4 unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding by the NJDEP; and (iii) the I-Bank has no obligation pursuant to this Note to make all or any portion of any disbursement pursuant to the provisions of this Section 4 if the Borrower lacks the authority to pay interest on this Note in an amount equal to the I-Bank Portion Interest Rate.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251, Attention: Lauren Read, Chief Financial Officer; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the

obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**TOWNSHIP OF LOWER**

---

**Erik Simonsen**  
**Mayor**

---

**Lauren Read**  
**Chief Financial Officer**

**(SEAL)**

---

**Julie A Picard**  
**Clerk**

EXHIBIT A-1



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

RESOLUTION #2018-301

A RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$3,900,000 GENERAL OBLIGATION BONDS OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) AND THE STATE OF NEW JERSEY PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK FINANCING PROGRAM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN LOAN AGREEMENTS AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH

**WHEREAS**, the Township of Lower (the "Local Unit"), in the County of Cape May, State of New Jersey, has determined that there exists a need within the Local Unit to undertake Phase 3 of drainage and stormwater management improvements and associated road work to Roseann Avenue and Bayshore Estates (the "Project") as defined in each of that certain Loan Agreement (the "I-Bank Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Infrastructure Bank (f/k/a the New Jersey Environmental Infrastructure Trust) (the "I-Bank") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the New Jersey Infrastructure Bank Financing Program (the "Program");

**WHEREAS**, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the I-Bank (the "I-Bank Loan") and the State (the "Fund Loan", and together with the I-Bank Loan, the "Loans") pursuant to the I-Bank Loan Agreement and the Fund Loan Agreement, respectively;

**WHEREAS**, to evidence the Loans, each of the I-Bank and the State require the Local Unit to authorize, execute, attest and deliver the Local Unit's General Obligation Bonds in the aggregate principal amount of not to exceed \$3,900,000, consisting of a bond to the I-Bank (the "I-Bank Loan Bond") and a bond to the State (the "Fund Loan Bond" and together with the I-Bank Loan Bond, the "Local Unit Bonds"), pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), other applicable law and the Loan Agreements; and

**WHEREAS**, N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law allows for the sale of the I-Bank Loan Bond and the Fund Loan Bond to the I-Bank and the State, respectively, without any public offering, and N.J.S.A. 58:11B-9(a) allows for the sale of the I-Bank Loan Bond to the I-Bank without any public offering, all under the terms and conditions set forth herein.

**WHEREAS**, the I-Bank and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the I-Bank, the State, the Local Unit and the escrow agent named therein.

**NOW, THEREFORE, BE IT RESOLVED** by a 2/3 vote of the full membership of the governing body of the Local Unit as follows:

**Section 1.** Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the Township, authorized pursuant to the bond ordinance of the Township described in Section 2 hereof (the "Bond Ordinance"), shall be a single issue of General Obligation Bonds in the aggregate principal amount of not to exceed \$3,900,000, consisting of the I-Bank Loan Bonds and the Fund Loan Bonds (collectively, the "Bonds" or "General Obligation Bonds").

**Section 2.** The principal amount of bonds authorized by the Bond Ordinance to be a single issue as above provided, the Bond Ordinance authorizing the Bonds, to be finally adopted on even date herewith, described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in the Bond Ordinance is respectively, as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
2018-18	Phase 3 of Drainage and Stormwater Management, Finally Adopted 09/05/18	\$3,900,000	40 years

**Section 3.** The following matters are hereby determined with respect to the issue of Bonds:

(a) The period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to the Bond Ordinance, is 40 years.

(b) The Bonds shall be designated "General Obligation Bonds" consisting of the I-Bank Loan Bonds and the Fund Loan Bonds and shall mature within the period of usefulness hereinabove determined.

(c) The Bonds shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single Bond Ordinance and accordingly may be sold with other issues of bonds.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the Bond Ordinance described in Section 2 has not been rescinded heretofore and now remains in full force and effect as authorizations for the respective amount of bonds set opposite the description of the Bond Ordinance set forth in Section 2 hereof.

(b) The purposes or improvements authorized by the Bond Ordinance described in Section 2 hereof are purposes for which bonds and notes may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

**Section 5.** In accordance with N.J.S.A. 40A:2-27(a)(2) of the Local Bond Law and N.J.S.A. 58:11B-9(a), the Local Unit hereby sells and awards its I-Bank Loan Bond to the I-Bank and its Fund Loan Bond to the State, all in accordance with the provisions hereof. The Local Unit Bonds have been referred to and are described in the Bond Ordinance referenced in Section 2 hereof.

**Section 6.** The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the I-Bank and the State under the Loan Agreements and the terms and conditions hereof, the following items with respect to the I-Bank Loan Bond and the Fund Loan Bond:

- (a) The aggregate principal amounts of the I-Bank Loan Bond and the Fund Loan Bond to be issued;
- (b) The maturity and annual principal installments of the Local Unit Bonds, which maturity shall not exceed 40 years;
- (c) The date of the Local Unit Bonds;
- (d) The interest rates of the Local Unit Bonds;
- (e) The purchase price for the Local Unit Bonds; and
- (f) The terms and conditions under which the Local Unit Bonds shall be subject to redemption prior to their stated maturities.

**Section 7.** Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Local Unit Bonds by the parties authorized under Section 4(c) hereof.

**Section 8.** The Local Unit hereby determines that certain terms of the Local Unit Bonds shall be as follows:

- (a) The I-Bank Loan Bond shall be issued in a single denomination and shall be numbered R-1. The Fund Loan Bond shall be issued in a single denomination and shall be numbered R-1;
- (b) The Local Unit Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Local Unit Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

**Section 9.** The I-Bank Loan Bond and the Fund Loan Bond shall be substantially in the form set forth in the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

**Section 10.** The law firm of Archer & Greiner P.C. is hereby authorized to arrange for the printing of the Local Unit Bonds, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank and the State for the Program, to arrange for same. The Local Unit auditor is hereby authorized to prepare the financial information necessary in connection with the issuance of the Local Unit Bonds. The Mayor, the Chief Financial Officer and the Local Unit Clerk are hereby authorized to execute any certificates necessary or desirable in connection with the financial and other information.

**Section 11.** The terms of the Local Unit Bonds authorized to be set forth by the Chief Financial Officer in accordance with Section 6 hereof shall be set forth in an award certificate executed by the Chief Financial Officer and there shall be no further ratification necessary by the Township Council in order to award, sell, issue, deliver and close on the Bonds.

**Section 12.** The Mayor and the Chief Financial Officer are hereby severally authorized to execute any certificates or documents necessary or desirable in connection with the sale of the Local Unit Bonds, and are further authorized to deliver same to the I-Bank and the State upon delivery of the Local Unit Bonds and the receipt of payment therefor in accordance with the Loan Agreements.

**Section 13.** The I-Bank Loan Agreement, the Fund Loan Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Mayor or the Chief Financial Officer in substantially the forms attached hereto as Exhibits A, B and C, respectively, with such changes as the Mayor or the Chief Financial Officer (each an "Authorized Officer"), in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the I-Bank, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Local Unit Clerk is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

**Section 14.** The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Local Unit Clerk, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

**Section 15.** This resolution shall take effect upon the effective date of the Bond Ordinance.

**Section 16.** Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to John M. Cantalupo, Esq., Archer & Greiner P.C., bond counsel to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

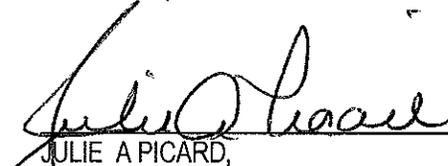
  
Julie A. Picard, Township Clerk

CERTIFICATION

I, JULIE A PICARD, Clerk of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF NOT EXCEEDING \$3,900,000 GENERAL OBLIGATION BONDS OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, NEW JERSEY, AND PROVIDING FOR THEIR SALE TO THE NEW JERSEY INFRASTRUCTURE BANK (F/K/A THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST) AND THE STATE OF NEW JERSEY PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK FINANCING PROGRAM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN LOAN AGREEMENTS AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH", is a copy of a resolution which was duly adopted by the Township Council at a meeting of the Township Council duly called and held on September 17, 2018 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township this 17th day of September, 2018.

(SEAL)

  
\_\_\_\_\_  
JULIE A PICARD,  
Clerk of the Township of Lower

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

RESOLUTION #2018-302

Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR JOHN MCKEON;  
BLOCK 132, LOTS 17, 18.01, 18.02, 18.03, 19 & 20 ESCROW #Z15-07-05

WHEREAS, John McKeon posted a Performance Guarantee with the Township of Lower, in the amount of \$11,400.42; and

WHEREAS, the Township Engineer has recommended that the Performance Bond be released; and

WHEREAS, the Township of Lower Land Development Ordinance requires the posting of a fifteen percent (15%) Maintenance Guarantee prior to the complete release, and the Township Engineer recommends that the Maintenance Guarantee be waived.

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	X			
ROY						X
SIPPEL			X			
SIMONSEN			X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
Julie A. Picard, Township Clerk

MEMORANDUM

TO: Mayor Erik Simonsen &  
Council members

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

DATE: September 12, 2018

RE: John McKeon  
5 West Atlantic Avenue  
Villas, NJ 08251  
Block 132, Lot 17, 18.01, 18.02, 18.03, 19 & 20  
Resolution # 2018-302

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 # 2018-302 is required to release the Performance Guarantee held in trust by the Township of Lower for John McKeon, Block 132, Lots 17, 18.01, 18.02, 18.03, 19 & 20. 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 \$11,400.42.

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.

Subsection 400-81F(3) of the Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee. The Lower Township Engineer recommends that the Maintenance Guarantee be waived because the commercial building will be converted into a single family dwelling. No bonded site improvements are required to be constructed.

cc: financial file



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

Via E-mail

Your Reference  
Twp. No. Z15-07-05

**Block 132, Lots 17, 18.01, 18.02, 18.03, 19 & 20  
Township of Lower, Cape May County**

Our Reference  
351299.CM.16

September 10, 2018

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](http://www.mottmac.com)

The Developer has requested the release of the Performance Guarantee submitted for the above referenced project. Per Resolution No. 18-30-ZBA, the existing commercial building will be converted to a single family dwelling. The improvements which were bonded for will not be constructed due to the conversion to residential. Mott MacDonald recommends that the performance guarantee be released, and the maintenance guarantee be waived.

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, appearing to read 'Shawn A. Carr'.

Shawn A. Carr, PE, CME  
Senior Project Engineer  
T 609.465.9377 F 609.465.5270

[Shawn.carr@mottmac.com](mailto:Shawn.carr@mottmac.com)

SAC

cc: Lisa Schubert, Board Secretary (via e-mail)  
Mark Sray, PE, CME (via e-mail)

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

RESOLUTION # 2018-303

Title: APPROVAL OF CHANGE ORDER #2 FOR MARCUS KARAVAN, ESQ

WHEREAS, Marcus Karavan, Esq was awarded a Professional Service Contract by Resolution # 2018-10 on January 3, 2018 as Special Counsel to the Tax Assessor's Office for Tax Appeals in the amount of Not To Exceed \$10,000.00; and

WHEREAS; on May 21, 2018, by Resolution #2018-184, Council approved additional Marcus Karavan provide additional services Tax Related and Land Use Matters for the Tax Assessors Office at an amount of not to exceed \$10,000 making the total amount of not to exceed \$20,000; and

WHEREAS, on June 18, 2018, by Resolution #2018-216, Council corrected/combined and amended both Resolutions #2018-10 and 2018-184 and issued Change order #1 amending the new scope of work and re-established the amount of not to exceed \$20,000; and

WHEREAS, there now exists a need to increase the amount by \$10,000 making the total amount of the contract not to exceed \$30,000; and

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

Appropriation: 8-01-20-155-200

Signature:



Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Change Order #2 in the amount of Not To Exceed \$10,000 for Marcus Karavan, Esq. is hereby approved and the contract total is now increased to Not to Exceed \$30,000.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.



Julie A. Picard, Township Clerk

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

RESOLUTION #2018-304

Title: **A RESOLUTION ESTABLISHING AN EMERGENCY DUE TO DAMAGED STORMWATER DRAINAGE PIPE AND POTENTIAL ROADWAY COLLAPSE ON CLUBHOUSE DRIVE IN THE TOWNSHIP OF LOWER**

**WHEREAS**, an emergency occurred in the Township of Lower on September 12, 2018 due to a damaged stormwater drainage pipe and potential road collapse on Clubhouse Drive in Lower Township. Major damage to the roadway and drainage would affect the health, safety and welfare of Lower Township residents; and

**WHEREAS**, the Lower Township Council deems it necessary to make emergency repairs to the damaged stormwater drainage pipe and provide restoration of the roadway with measures to prevent further destruction of the roadway.

**NOW, THEREFORE, BE IT RESOLVED** that effective immediately, the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby establishes an emergency in the Township of Lower and authorizes the Township Manager to take any necessary steps to resolve the situation.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.

  
Julie A. Picard, Township Clerk

## N.J. Division of Local Government Services

### EMERGENCY PROCUREMENT REPORT

This report is to be filed by the contracting agent of the public agency with the Director of the Division of Local Government Services within 30 days of the date the emergency contract was issued. Please provide the necessary information to satisfactorily complete the report. Refer to the Instructions accompanying this form and the statutory and regulatory citations on the reverse of this form.

This form is designed to be completed using Microsoft Word; if not completed that way, please print it out.

1. Name of Public Agency:	Township of Lower	County:	Cape May
2. Date Emergency occurred:	9-12-2018	Time emergency occurred:	10:00 a.m.
3. Date emergency declared:	9-13-2018	Time emergency declared:	4:00 p.m.
4. Agency/department responsible for determining there was an emergency:	Department of Public Works		
5. Name and title of the official in charge of that agency:	Gary Douglass CPWM Superintendent of Public Works		
6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary): Due to the severity of the recent rainfall a huge sink hole on the shoulder close to the roadway was discovered. Upon further inspection it was discovered major damage to storm water drainage pipe which runs under Clubhouse Drive in Lower Township risking the complete road collapse. The Township will need to replace the drainage pipe running under the road and subsequently will need to replace the roadway over the affected area.			
7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s):	Gary Douglass, CPWM with approval from Council as per Resolution #2018-305 for Contracts not in excess of \$200,000.00		
8. The total (or estimated) cost of providing the goods or performing services was:	\$200,000.00		
9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency:			
Perna Finnegan Inc.			
10. When was the notification reduced to writing and filed with the purchasing agent?			9-14-2018
11. Has the public agency adopted a "chain of command" procedure pursuant to N.J.A.C.5:34-6.1?			Yes
This report was completed by (name and title):		Margaret Vitelli QPA	
Name and Address of agency contact person:		Gary Douglass CPWM Superintendent of Public Works	
Signature:			Date: 9-14-2018

Submit by mail or fax to:  
 Director, Division of Local Government Services  
 P.O. Box 803  
 Trenton, New Jersey 08625-0803  
 Fax: 609-633-6243

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

RESOLUTION # 2018-305

Title: **AWARD OF CONTRACT DUE TO DAMAGED STORMWATER DRAINAGE PIPE AND POTENTIAL ROADWAY COLLAPSE ON CLUBHOUSE DRIVE IN THE TOWNSHIP OF LOWER**

**WHEREAS**, Lower Township Council by Resolution #2018-304, has established an emergency in the Township of Lower resulting from a damaged drainage stormwater pipe which runs under a portion of Clubhouse Drive; compromising the integrity of the roadway and a potential roadway collapse on Clubhouse Drive in Lower Township on September 12, 2018; and

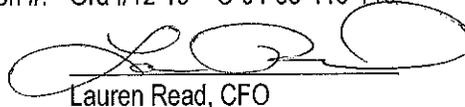
**WHEREAS**, as per N.J.S.A.40A:11-6 Emergency Contracts, any contract may be negotiated or awarded for a contracting unit without public advertising for bids when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

**WHEREAS**, due to the amount of damage to the stormwater drain and potential roadway collapse on Clubhouse Drive in Lower Township, it became necessary to secure emergency repairs to replace the damaged storm water drainage pipe and provide roadway replacement to secure the health, safety and welfare of our residents; and

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

Appropriation #: Ord #12-19 C-04-55-413-110

Signature:



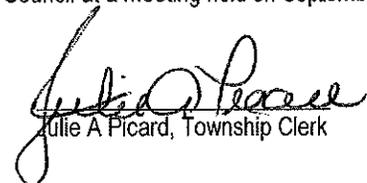
Lauren Read, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township Manager, in consultation with the Township Director of Public Works and Township Purchasing Agent is hereby authorized to award contracts for the replacement of the storm water drains and roadway restoration at an amount not to exceed \$ 200,000.00.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 17, 2018.



Julie A. Picard, Township Clerk