

Signed Resolutions – July 6, 2015

Res. #2015-197	Payment of Vouchers \$484,374.57
Res. #2015-198	A Resolution Requesting Release of Bond for Block 52 Lots 6 & 7, 410 E St Johns Ave (\$1,250.)
Res. #2015-199	A Resolution Requesting Release of Revegetation and Restoration Guarantee for Dune Site Plan; Block 394, Lots 5-8, Block 295.01, Lot 2.01, Escrow #Z05-08-05 (1,000)
Res. #2015-200	Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Alcohol Education & Rehabilitation Fund \$58.93)
Res. #2015-201	Authorization for the Payout of Accumulated Compensatory Time (S.Flitcroft \$1,583.65)
Res. #2015-202	2015 Drive Sober or Get Pulled Over Statewide Labor Day Crackdown Grant (\$5,000 Aug 21 thru Sept 7)
Res. #2015-203	Contract Award with Morpho Trak Live Scan Fingerprint System (state contract \$39,103.55)
Res. #2015-204	Issuance of 2015 Limousine Operator Licenses (2)
Res. #2015-205	Authorization for Refund of Taxes (7 properties \$4,626.26)
Res. #2015-206	Resolution Awarding Concession Stand Lease for the Township of Lower Swimming Pool 2015 Season (\$1,500)
Res. #2015-207	Annual Renewal of Liquor Licenses for the Year 2015-2016
Res. #2015-208	Resolution Providing for the Combination of Certain Issues and Determining the Form and Other Details of the Offering of \$9,900,000 General Obligation Bonds, Series 2015 of the Township of Lower, in the County of Cape May, State of New Jersey and Providing for the Sale of Such Bonds
Res. #2015-209	Appointment of Ford Scott and Associates as a Professional Service Contract in Connection with the 2015 Bond Sale (not to exceed \$6,000)
Res. #2015-210	Submission of a Small Cities Housing Rehabilitation Application \$200,000
Res. #2015-211	Public Facilities Grant Application for \$400,000, Roseann Avenue Improvements
Res. #2015-212	Approval of Change Order #1 for Tru Green to Establish Grass at the Millman Center Property and Additional Vegetation Control Services (increase of \$1,355.)
Res. #2015-213	A Resolution Awarding the Lease of Public Land Located at the Intersection of Seaview and Rochester Avenues After the June 25, 2015 Open Public Auction (Achristavest Pier 6600, LLC for \$8,000)
Res. #2015-214	Authorizing A Professional Service Contract with Blauer Associates (\$1,500 application fee / \$16,000 admin)
Res. #2015-215	Authorization to Award to Ecoverse Through the Houston-Galveston Area Council (H-GAC BUY) 2016 Backhus 21.5 Compost Windrow Turner (\$417,602.)
Res. #2015-216	Authorization for 2015 Incentive Award for Insurance Waiver (24 employees \$56,083.33)
Res. #2015-217	Voucher - L/T Rescue \$10,000 - First Pymt Expenses

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

RESOLUTION #2015- 197

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
FIRE DISTRICT # 2	15-00451	2015 2 <sup>ND</sup> QRT FIRE TAXES	55280	\$ 183,718.00
WIZARDS FESTIVAL	15-01700	RIDES FOR 4 <sup>TH</sup> OF JULY	55285	\$ 12,550.00
NJ CVS PHARMACY	15-01758	NALOXONE KITS	55286	\$ 203.99

Total Manual Checks \$ 196,471.99  
 Total Computer Generated \$ 287,902.58

**Total Bill List \$ 484,374.57**

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on July 6, 2015

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

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



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01092 CONTINENTAL FIRE & SAFETY, INC*	15-01260	05/19/15	CAR FIRE EXTINGUISHERS	Open	257.00	0.00		
01139 CORELOGIC	15-01719	06/29/15	RES#2015-205 REFUND 2ND QRT TA	Open	963.18	0.00		
01201 DELL CORPORATION*	15-00785	04/01/15	NEW SERVER	Open	3,742.78	0.00		
01246 ROCCO SANSONE	15-01597	06/15/15	SOCCER OFFICIAL	Open	180.00	0.00		
01499 JOSEPH FAZZIO, INC*	15-01526	06/08/15	STEEL PRODUCTS/CONTAINER WHEEL	Open	331.74	0.00		
01519 TOM FOLS ELECTRICAL CONTRACTOR*	15-01192	05/14/15	GYM LIGHTING	Open	1,600.00	0.00		
	15-01511	06/04/15	GROUND FAULT SAFETY-POOL	Open	500.00	0.00		
					2,100.00			
01550 FIRE DISTRICT #3	15-01150	05/11/15	INTERLOCAL SERVICE AGREEMENT	Open	10,000.00	0.00		
01590 FORD, SCOTT & ASSOCIATES*	15-00273	01/27/15	RES 2015-08 DNE \$40,000	Open	3,500.00	0.00		
01602 THOMSON WEST*	15-01135	05/07/15	NJ STAT T54:1-54:54A 2015 PP	Open	200.00	0.00		
01603 GENERAL CODE PUBLISHERS*	15-01620	06/17/15	TOWNSHIP CODE BOOK (2)	Open	296.00	0.00		
01641 GALL'S INC*	15-01300	05/21/15	SHORTS-FIRE SAFETY	Open	195.72	0.00		
01655 GANN LAW BOOKS*	15-00798	04/06/15	NJ RULES OF EVIDENCE	Open	122.00	0.00		
01657 GOPHER SPORT*	15-01603	06/15/15	SAFEPRO BOLT ON PADDING	Open	505.73	0.00		
01730 GTBM INC.*	15-00919	04/23/15	POLICE CAR TRACKING	Open	1,560.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*	15-01658	06/22/15	PROFESSIONAL ENGINEERING	Open	221.00	0.00		
	15-01659	06/22/15	PROFESSIONAL ENGINEERING	Open	657.50	0.00		
	15-01660	06/22/15	PROFESSIONAL ENGINEERING	Open	840.75	0.00		
					1,719.25			
01785 ROBERT HARTMAN SR	15-00421	02/11/15	2015 CONTRACT REIMB	Open	314.70	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01873 HOME DEPOT*	15-01601	06/15/15	36 X 80 FLUSH DOOR FOR POOL	Open	174.13	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	15-01048	04/28/15	PARTS FOR POLICE VEHICLES/MAY	Open	329.88	0.00		
02183 KLENSWITE POOL SPA SUP. CO INC*	15-01602	06/15/15	POOL PLASTER	Open	29.98	0.00		
	15-01621	06/17/15	POOL SUPPLIES	Open	532.00	0.00		
					561.98			
02247 LAWSON PRODUCTS, INC.*	15-01064	04/29/15	SUPPLIES FOR DPW/JUNE	Open	699.75	0.00		
02292 DONALD LOMBARDO	15-01752	06/30/15	CONTRACTUAL REIMBURSEMENT-V	Open	1,320.54	0.00		
02410 MAGLOELEN*	15-01585	06/10/15	ANNUAL FEE 7/1/15-6/30/16	Open	400.00	0.00		
02461 JOHN MAHER	15-01676	06/23/15	CONTRACTUAL REIMBURSEMENT-M	Open	1,734.18	0.00		
02944 MV ENGINEERING*	15-01657	06/22/15	PROFESSIONAL ENGINEERING	Open	900.00	0.00		
03034 SAFEGUARD DOCUMENT DESTRUCTION	15-01362	06/01/15	DOCUMENT DESTRUCTION	Open	415.00	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALIT*	15-01179	05/12/15	CLASSIFIED AD FOR ASSESSOR	Open	110.00	0.00		
03158 NYSCA*	15-01614	06/15/15	FOOTBALL COACHES CERTIFICATION	Open	280.00	0.00		
	15-01615	06/15/15	CHEERLEADING COACHES CERTIFICA	Open	100.00	0.00		
					380.00			
03284 STEPHEN H. PARKER(REF FEES)	15-01594	06/15/15	SOCCER OFFICIAL	Open	210.00	0.00		
03293 BLAINE PAYNTER	15-01599	06/15/15	CONTRACTUAL REIMBURSEMENT-V	Open	50.00	0.00		
03305 PEDRONI FUEL*	15-01595	06/15/15	NO LEAD GAS	Open	304.69	0.00		
	15-01717	06/29/15	NO LEAD GAS	Open	388.21	0.00		
					692.90			
03353 POOL OPERATION MANAGEMENT*	15-01509	06/04/15	SEASONAL LOG BOOKS	Open	72.00	0.00		
03387 POGUE INC. *	15-01365	06/01/15	PER EMPLOYMENT TESTING	Open	399.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03414 WILLIAM PRIOLE								
	14-01086	04/25/14	2014 EQUIP. ALLOWANCE	Open	150.00	0.00		
	15-01034	04/28/15	2015 EQUIP. ALLOWANCE	Open	150.00	0.00		
	15-01711	06/29/15	TRAINING MEALS	Open	75.27	0.00		
					<u>375.27</u>			
03466 R & R SPECIALTIES								
	15-00941	04/24/15	PLAQUE EMILY STEVENS	Open	270.00	0.00		
03518 RIGGINS, INC.*								
	15-01622	06/17/15	OFF HIGHWAY DIESEL	Open	628.96	0.00		
	15-01716	06/29/15	OFF HIGHWAY DIESEL	Open	659.28	0.00		
					<u>1,288.24</u>			
03611 SERVICE TIRE TRUCK CENTERS*								
	15-01050	04/28/15	TIRES/RDS/SANT/RECYL/DPW/MAY	Open	6,454.48	0.00		
	15-01051	04/28/15	TIRES/RDS/SANT/RECY/DPW/JUNE	Open	2,451.68	0.00		
					<u>8,906.16</u>			
03613 SEA ISLE ICE CO, INC.*								
	15-01316	05/26/15	START UP OF ICE/DPW	Open	472.50	0.00		
03630 DAN SHERNO								
	15-01596	06/15/15	SOCCER OFFICIAL	Open	30.00	0.00		
03652 FRANK SIPPLE								
	15-01636	06/17/15	SOCCER OFFICIAL	Open	270.00	0.00		
03692 SOUTH JERSEY GAS CO*								
	15-01722	06/30/15	JUNE 2015 GAS BILL	Open	2,004.78	0.00		
03723 STAPLES, INC.*								
	15-01634	06/17/15	OFFICE SUPPLIES	Open	307.49	0.00		
03734 STEWART INDUSTRIES, INC.*								
	15-00810	04/07/15	PRINTER MAIN 3/23/15-6/23/15	Open	2,143.11	0.00		
	15-01645	06/18/15	PRINTER MAINT 12/23/14-3/23/15	Open	2,302.61	0.00		
					<u>4,445.72</u>			
03804 PETER M TOURISON								
	15-00272	01/27/15	2015 PROSECUTOR DNE \$14,000	Open	1,166.66	0.00		B
03899 UPS								
	15-01647	06/18/15	SHIPPING	Open	16.52	0.00		
03904 LOWE'S HOME CENTER INC*								
	15-01062	04/29/15	SUPPLIES DOR DPW	Open	318.09	0.00		
03914 ULINE INC*								
	15-01261	05/19/15	EVIDENCE BOXES	Open	158.41	0.00		
03969 VERIZON								
	15-01721	06/30/15	VERIZON PHONE BILL JUNE 2015	Open	4,269.04	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03985 VILLAS NAPA AUTO PARTS	15-01247	05/19/15	RD/SANT/RECY/MAY	Open	2,919.81	0.00		
04017 WILDWOOD LINEN SUPPLY*	15-01222	05/15/15	CLEANING OF EQUIPMENT-FOOTBALL	Open	82.80	0.00		
04030 WEST PUBLISHING PAYMENT *	15-01646	06/18/15	ANNUAL UPDATES -COURT	Open	421.50	0.00		
04075 BARBER CONSULTING SERVICES LLC	15-00784	04/01/15	INSTALLATION OF NEW SERVER	Open	860.00	0.00		
04176 CHRISTOPHER J WINTER SR*CALEA	15-00651	03/17/15	ACCRED. CONSULT - MAY	Open	450.00	0.00		
04300 W.B MASON CO INC*	15-01299	05/21/15	OFFICE SUPPLIES- FIRE SAFETY	Open	266.72	0.00		
	15-01520	06/04/15	OFFICE SUPPLIES	Open	302.72	0.00		
					569.44			
04504 MEDIA FIVE LTD*	15-01281	05/20/15	CONCERT SERIES @ DRBA	Open	7,500.00	0.00		
05083 SJSHORE MARKETING LIMITED	15-01092	05/01/15	CONSTRUCTION FORMS	Open	613.00	0.00		
2122 DOLORES MAJANE	15-01677	06/23/15	CONTRACTUAL REIMBURSEMENT-M	Open	182.99	0.00		
2422 ELISA MOORE	15-01625	06/17/15	REIMBURSEMENT FOR BASKETBALL	Open	15.00	0.00		
2423 MATTHEW STEERE	15-01627	06/17/15	REIMBURSEMENT FOR FOOTBALL	Open	20.00	0.00		
6059 USABLE LIFE	15-01727	06/30/15	JULY 2015 LIFE INSURANCE	Open	458.38	0.00		
6061 AMERITHEALTH ADMINISTRATORS	15-01678	06/23/15	6/22/15 HEALTH AND RX	Open	39,711.14	0.00		
	15-01728	06/30/15	JULY 2015 ADMIN/STOP LOSS	Open	41,280.68	0.00		
					80,991.82			
6071 UNITED UNIFORMS LIMITED LIAB*	15-00803	04/06/15	UNIFORMS	Open	1,040.00	0.00		
	15-01220	05/15/15	UNIFORMS	Open	396.00	0.00		
	15-01358	05/28/15	UNIFORMS	Open	182.99	0.00		
	15-01538	06/08/15	UNIFORMS	Open	267.00	0.00		
					1,885.99			
6081 SCOTT DOYLE	15-01578	06/10/15	LACROSSE OFFICIAL	Open	28.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6083 GENE DOWE	15-01577	06/10/15	LACROSSE OFFICIAL	Open	84.00	0.00		
7041 CARI ECKEL	15-01624	06/17/15	REIMBURSEMENT FOR FOOTBALL	Open	30.00	0.00		
7074 J & B LOCKSMITHS*	15-01221	05/15/15	MAINTENANCE ON ROOM 2 LOCK	Open	100.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *	15-00279	01/27/15	2014-47 ANIMAL CONTROL SERV 15	Open	4,250.00	0.00		B
7119 ENGINEERING DESIGN ASSOC*	15-01655	06/22/15	PROFESSIONAL ENGINEERING	Open	168.00	0.00		
	15-01656	06/22/15	PROFESSIONAL ENGINEERING	Open	840.00	0.00		
					1,008.00			
7147 VICTORIAN GARDENS LANDSCAPING*	15-00709	03/23/15	INFIELD RENOVATIONS-CLEM MULL.	Open	1,987.50	0.00		
7153 SUSAN ZACCAGNINO	15-01580	06/10/15	LACROSSE OFFICIAL	Open	60.00	0.00		
7165 NICOLE PERONE	15-01583	06/10/15	LACROSSE OFFICIAL	Open	60.00	0.00		
7177 WESLEY OCHS	15-01103	05/05/15	BAND- INDEPENDANCE DAY FESTIVA	Open	700.00	0.00		
7195 PHOENIX ADVISORS, LLC*	15-01616	06/15/15	ANNUAL CONTINUING DISCLOSURE	Open	750.00	0.00		
7196 LAUREN HUGGINS SUIT*	15-01285	05/20/15	RES 2015-109 MAY1-JULY 31,2015	Open	600.00	0.00		B
7216 THE ZONE GROUP, INC.	15-01307	05/26/15	BAND FOR INDEPENDENCE DAY FEST	Open	700.00	0.00		
7251 REIT LUBRICANTS CO*	15-00885	04/15/15	CHEVRON AW 15W40 MOTOR OIL	Open	1,797.05	0.00		
7322 BRUCE BRITTON	15-01680	06/23/15	SOCCER OFFICIAL	Open	180.00	0.00		
7324 DAVID A. STEFANKIEWICZ	15-00113	01/09/15	RES#2015-01 MONTHLY \$28k DNE	Open	2,333.33	0.00		B
	15-00114	01/09/15	RES 2015-01 SOLICITOR DNE \$99k	Open	3,894.88	0.00		
					6,228.21			
7336 DEBRA QUINN	15-01751	06/30/15	CONTRACTUAL REIMBURSEMENT-V	Open	513.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7354 FLEETPRIDE INC.	15-01241	05/19/15	GARAGE SUPPLIES/DPW	Open	437.32	0.00		
7380 GAILE ROCKEY	15-01589	06/10/15	LACROSSE OFFICIAL	Open	60.00	0.00		
7383 SHAWN LAFFERTY	15-01046	04/28/15	2015 EQUIP. ALLOWANCE	Open	150.00	0.00		
	15-01057	04/28/15	PRO-RATED EQUIP ALLOWANCE	Open	58.89	0.00		B
					<u>208.89</u>			
7388 JONATHAN SCHECK	15-01598	06/15/15	CONTRACTUAL REIMBURSEMENT-V	Open	235.00	0.00		
7393 ACCESS REC, LLC.	15-01134	05/07/15	ADA ROLLOUT AND DECKING	Open	4,499.95	0.00		
7396 RIC RUTHERFORD	15-01148	05/11/15	BAND-INDEPENDANCE FESTIVAL	Open	1,500.00	0.00		
7399 PATRICIA CONNOR	15-01582	06/10/15	LACROSSE OFFICIAL	Open	60.00	0.00		
7418 MARK RADOWITZ	15-01588	06/10/15	LACROSSE OFFICIAL	Open	56.00	0.00		
7419 KEVIN DONOHUE	15-01609	06/15/15	SOCCER OFFICIAL	Open	240.00	0.00		
7422 LARRY WITTIG	15-01629	06/17/15	RELEASE OF RE-VEG BOND	Open	1,000.00	0.00		
	15-01664	06/22/15	RETURN OF UNUSED ESCROW	Open	250.00	0.00		
					<u>1,250.00</u>			
7423 CLERMONT HOMES	15-01630	06/17/15	RELEASE OF DEMO BOND	Open	1,250.00	0.00		
7424 AUGUSTINE J LODISE, JR	15-01652	06/22/15	RES#2015-205 REFUND 2 QRT TAX	Open	645.18	0.00		
7425 ROBERT C & JOANNE SMITH	15-01653	06/22/15	RES#2015-205 REFUND 2 QRT TAX	Open	387.34	0.00		
7426 TOWER CAPITAL MANAGEMENT, LLC	15-01654	06/22/15	RES#2015-205 REFUND LIEN PAYME	Open	990.60	0.00		
7427 HARRY & FRANCES MCCLOY	15-01662	06/22/15	RES#2015-205 REFUND 2 QRT TAX	Open	1,030.35	0.00		
7428 JAMES & AMELIA GONZALEZ	15-01718	06/29/15	RES#2015-205 REFUND 2ND QRT TA	Open	609.61	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8201 DIRECT ENERGY BUSINESS	15-01643	06/18/15	ELECTRIC MAY-JUNE	Open	3,748.82	0.00		
CRONIN MICHAEL CRONIN	15-01626	06/17/15	REIMBURSEMENT FOR FOOTBALL	Open	30.00	0.00		
FLYIN FLYING FISH STUDIO	15-01306	05/26/15	T-SHIRTS PER UNION CONTRACT	Open	2,569.20	0.00		
GRIFFI GRIFFIN AUTO-MANUAL SALES, INC*	15-01527	06/08/15	TRUCK MANUAL UPDATE/YEARLY	Open	2,300.00	0.00		
MCMAST SANDRA MCMASTER	15-01579	06/10/15	LACROSSE OFFICIAL	Open	60.00	0.00		
	15-01581	06/10/15	LACROSSE OFFICIAL	Open	60.00	0.00		
					120.00			
SEAGE SEAGEAR MARINE SUPPLY*	15-01075	04/29/15	SUPPLIES FOR DPW	Open	450.00	0.00		
SIXSM LLOYD SIXSMITH*	15-01165	05/12/15	COUNCIL SHIRTS	Open	380.40	0.00		
STAN1 STANLEY ACCESS TECH LLC	15-01133	05/07/15	SERVICE CONTRACT FOR TOWNHALL	Open	2,023.88	0.00		
SYKEJ JOE SYKES	15-01638	06/18/15	SOCCER OFFICIAL	Open	465.00	0.00		
TOMT005 TOM TOTO	15-01617	06/17/15	LACROSSE OFFICIAL	Open	28.00	0.00		
Total Purchase Orders: 142				Total P.O. Line Items: 0	Total List Amount: 287,902.58	Total Void Amount: 0.00		

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

RESOLUTION #2015-198

TITLE: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR  
BLOCK 52, LOTS 6 & 7, 410 EAST ST JOHNS AVENUE, VILLAS

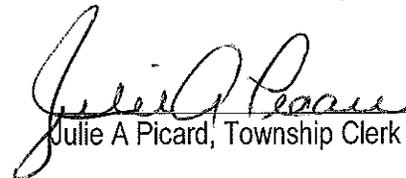
WHEREAS, Clermont Homes posted a Demolition Bond with the Township of Lower, in the amount of \$1,250.00; and

WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued May 28, 2015.

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

BE IT FURTHER RESOLVED, that the Township Treasurer is granted permission to issue a check in the amount of \$1,250.00 plus any accrued interest for payment of the above released demolition bond.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

MEMORANDUM

TO: Mayor Michael Beck &  
Council Members

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

DATE: June 16, 2015

RE: Release of Demolition Bond  
Clermont Homes  
410 East St. Johns Avenue  
Villas, NJ 08251  
Block 52, Lots 6 & 7  
Resolution #2015-198

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A certificate of occupancy was issued May 28, 2015. Thank you.

WJG:las

att.

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

RESOLUTION #2015-199

**TITLE:** A RESOLUTION REQUESTING RELEASE OF REVEGETATION AND RESTORATION GUARANTEE FOR DUNE SITE PLAN; BLOCK 394, LOTS 5-8, BLOCK 295.01, LOT 2.01, ESCROW #Z05-08-05

**WHEREAS**, Larry A. Wittig posted a bond for the revegetation and restoration of dune grass with the Township of Lower, in the amount of \$1,000.00; and

**WHEREAS** the Township Planning Director recommends that the required restoration and revegetation of dune grass has been properly completed.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower the Governing body thereof, that the Guarantee be and hereby is **released**.

**BE IT FURTHER RESOLVED** that the Township Treasurer is granted permission to issue a check in the amount of \$1,000.00 plus any accrued interest for payment of the above released Guarantee.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

MEMORANDUM

TO: Mayor Michael Beck &  
Council members

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

DATE: June 16, 2015

RE: Release of Bond for Restoration  
and Revegetation of Dune Grass;  
Larry Wittig  
2693 Bay Drive  
Villas, NJ 08251  
Block 394, Lots 5-8 &  
Block 295.01, Lot 2.01  
Escrow #Z05-08-05  
Resolution #2015-199

Larry Wittig posted a bond for the restoration and revegetation of Dune grass, on June 2, 2006 per Zoning Board Resolution #05-90. A site inspection by the Planning Director on June 16, 2015 revealed that all the required work was complete. Therefore, I recommend return of the above referenced bond for revegetation of dune grass by Township Council.

Thank you.

c: Julie Picard, Township Clerk

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

RESOLUTION #2015-200

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$58.93 for an item of revenue in the budget of the year 2015 as follows:

Miscellaneous Revenues –  
 Revenue Offset with Appropriations - Alcohol Education and Rehabilitation Fund  
 Total with increase to be \$58.93

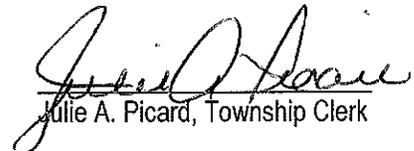
SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$58.93 be and the same is hereby appropriated under the caption of:

General Appropriations –  
 Public & Private Programs Offset by Revenues - Alcohol Education and Rehabilitation Fund  
 State/Federal Share \$ 58.93  
 Non State Share \$  
 Total with increase to be \$ 58.93

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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
 Julie A. Picard, Township Clerk

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

---

GLENN A. GRANT, J.A.D.  
Acting Administrative Director of the Courts

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www.njcourts.com • Phone: 609-984-0275 • Fax: 609-984-6968

**MEMORANDUM TO:** Municipal Treasurer

**FROM:** Glenn A. Grant, J.A.D. 

**SUBJECT:** N.J.S.A. 26:2B-35(b)(3) – Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund

**DATE:** May 29, 2015

A municipality is eligible to receive funds from the "Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund" if the number of DWI arrests made in the municipality during 2014 was greater than the number of DWI arrests made in the municipality during the statutorily assigned base year. N.J.S.A. 26:2B-35.

The Administrative Office of the Courts is responsible for collecting these statistics and calculating the amount each municipality receives from the fund. An analysis of your municipality's base year figure and its 2014 DWI arrests indicates that your municipality qualifies to receive such funds this year. The Department of the Treasury will soon issue a check to your municipality in accordance with the statutory formula in the amount set forth on the attached sheet.

Those municipalities receiving funds should be cognizant that the statute expressly provides that these funds be used solely for the purpose of maintaining the Municipal Courts in their efforts to dispose of DWI cases. This includes "payments to municipal court judges, municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours[,]" N.J.S.A. 26:2B-35(b). To assist you in budgeting these funds, please refer to the attached August 20, 1985 memorandum from the Division of Local Government Services. That memorandum indicates that "municipalities may budget such funds as they would a categorical grant-in-aid" (see N.J.S.A. 40A:4-67). As with other such grants, "these funds are to be appropriated as an exception to the Cap Law." As noted, however, use of these funds is restricted to the statutorily specified areas, i.e., for the maintenance of the Municipal Courts. The monies are not intended to replace amounts normally budgeted to fund the operation of a Municipal Court, but rather should be viewed as funding only for the court's additional DWI-related work.

Additionally, please keep in mind the policy that I promulgated on May 18, 2009, requiring preapproval of the Assignment Judge before the expenditure of any DWI Fund monies (as well as P.O.A.A. monies). Please do not hesitate to contact your municipal court judge or court administrator if you have any questions regarding the preapproval policy.

Any questions on this subject should be directed to Debra Jenkins, Assistant Director, Municipal Court Services Division, at (609) 984-8241.

*Attachments*

c: Chief Justice Stuart Rabner (w/o attachments)  
Assignment Judges (w/o attachments)  
Presiding Judges – Municipal Court (w/attachments)  
Municipal Court Judges (w/attachments)  
Thomas H. Neff, Director, Div. of Local Government Services (w/o attachments)  
Steven D. Bonville, Chief of Staff (w/o attachments)  
Jennifer M. Perez, Director (w/o attachments)  
Debra Jenkins, Assistant Director, MCSD (w/o attachments)  
Gurpreet Singh, Special Assistant (w/o attachments)  
Trial Court Administrators (w/o attachments)  
Jorge F. Carmona, Municipal Auditor, NJ Div. of Local Government Services (w/o attachments)  
Steven A. Somogyi, Chief (w/o attachments)  
Municipal Division Managers (w/attachments)  
Municipal Court Directors and Administrators (w/attachments)



363 West State Street  
CN 803  
Trenton, N.J. 08625-0803

**STATE OF NEW JERSEY**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
**DIVISION OF LOCAL GOVERNMENT SERVICES**

August 20, 1985

MEMORANDUM

**TO:** Robert D. Lipscher, Director  
Administrative Office of the Courts

**FROM:** Barry Skokowski, Director  
Division of Local Government Services

**SUBJECT:** Municipal Court Administration Reimbursement Fund  
(P.L. 1983 c.531)

This is in response to inquiries from members of your staff as to how municipalities are to budget monies paid from the referenced fund.

Please be advised that municipalities may budget such funds as they would a categorical grant-in-aid. Anticipation of revenues from this source requires prior written consent pursuant to N.J.S. 40A:4-25, or N.J.S. 40A:4-67. Appropriations of this revenue must fall within the areas specified in the law treating the fund - ". . . for the purpose of maintaining [the] municipal court which may include payments to municipal prosecutors and other municipal court personnel for work performed in addition to regular employment hours" (P.L. 1983, c531, section 5.b.(3) ).

As is the case with other categorical grants-in-aid, these funds are to be appropriated as an exception to the CAP law (N.J.S. 40A:4-45.1 et seq.).

cc: John Podeszwa, Project Director  
N.J. Administrative Office of the Courts

Joseph Scrivo, Bureau Chief  
Bureau of Financial Regulation and Assistance



Anticipated Money	Court Code	Municipality	DWI Filings Base Year	2014 DWI Filings	Difference
\$235.73	0425	MT. EPHRAIM BORO	23	27	4
\$58.93	0426	OAKLYN BORO	13	14	1
\$353.60	0427	PENNSAUKEN BORO	282	288	6
\$1,237.60	0428	PINE HILL BORO	14	35	21
\$0.00	0429	PINE VALLEY BORO	0	0	0
\$0.00	0430	RUNNEMEDE BORO	23	19	-4
\$0.00	0431	SOMERDALE BORO	122	83	-39
\$11,727.70	0432	STRATFORD BORO	29	228	199
\$1,591.20	0434	VOORHEES TWP	21	48	27
\$2,475.19	0435	WATERFORD TWP	8	50	42
\$0.00	0436	WINSLOW TWP	154.5	136	-18.5
\$58.93	0437	WOODLYNNE BORO	4	5	1
\$58,874.16		CAMDEN COUNTY TOTAL			

**CAPE MAY COUNTY**

\$0.00	0501	AVALON BORO	21	20	-1
\$0.00	0502	CAPE MAY CITY	22	19	-3
\$0.00	0503	CAPE MAY POINT BORO	0	0	0
\$589.33	0504	DENNIS TWP	49	59	10
<del>\$58.93</del>	0505	LOWER TWP	57	58	1
\$707.20	0506	MIDDLE TWP	83	95	12
\$0.00	0507	NORTH WILDWOOD CITY	110	91	-19
\$0.00	0508	OCEAN CITY	83	35	-48
\$0.00	0509	SEA ISLE CITY	66.5	38	-28.5
\$0.00	0510	STONE HARBOR BORO	21	21	0
\$0.00	0511	UPPER TWP	95.5	64	-31.5
\$471.47	0512	WEST CAPE MAY BORO	1	9	8
\$0.00	0513	WEST WILDWOOD BORO	10	3	-7
\$1,473.33	0514	WILDWOOD CITY	50	75	25
\$0.00	0515	WILDWOOD CREST BORO	56	34	-22
\$412.53	0516	WOODBINE BORO	11	18	7
\$3,712.79		CAPE MAY COUNTY TOTAL			

**CUMBERLAND COUNTY**

\$3,300.26	0601	BRIDGETON CITY	84	140	56
\$0.00	0602	COMMERCIAL TWP	38	18	-20
\$0.00	0603	DEERFIELD TWP	80	64	-16
\$0.00	0604	DOWNE TWP	12	3	-9
\$0.00	0605	FAIRFIELD TWP	43	34	-9
\$0.00	0606	GREENWICH TWP	6	3	-3
\$0.00	0607	HOPEWELL TWP	17	11	-6
\$235.73	0608	LAWRENCE TWP	9	13	4

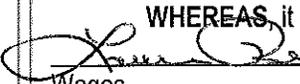
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2015-201

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 Governing Body of the Township of Lower that payment to Stephen Flitcroft in the amount of \$1,583.65 is authorized and chargeable to the 2015 Budget account 5-01-25-240-124.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Mastriana  
FROM: Ptlm. Flitcroft  
DATE: 05/29/2015  
SUBJECT: Compensation time, cash out.

Sir,

I am respectfully requesting to sell back accrued compensation time, totaling 70 hrs. Thank you in advance for your consideration in this matter.

Respectfully Submitted,

*MA 189*  
Stephen Flitcroft  
Patrolman Badge 189

C	File	Date	Officer	Comments
		6/5/15	Stephen Flitcroft	for review - forward township

22-111  
70-  
13000-12

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

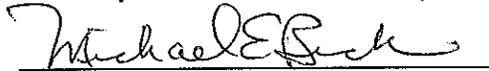
RESOLUTION #2015-202

TITLE: 2015 DRIVE SOBER OR GET PULLED OVER STATEWIDE LABOR DAY CRACKDOWN GRANT

WHEREAS, the Township of Lower desires to apply for and obtain a grant from the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety for \$5000.00 to carry out a 2015 Drive Sober or Get Pulled Over Statewide Labor Day Crackdown Grant from August 21, 2015 – September 7, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Lower does hereby authorize the application for such a grant; and, upon receipt of the grant agreement from the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety, does further authorize the execution of the grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:



(Signature)

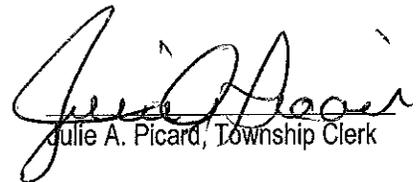
Michael E. Beck, Mayor



(Signature)

William Mastriana, Chief of Police

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.



Julie A. Picard, Township Clerk

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

**NARRATIVE DESCRIPTION OF PROJECT**

I agree to the Terms and Conditions found below.\*

**Problem Statement:**

In 2013, alcohol impaired fatalities accounted for 22% of New Jersey's traffic fatalities. The rate of alcohol impaired fatalities has been declining in recent years; however impaired driving remains a significant issue, both in New Jersey and nationally. This project will provide funding to implement an impaired driving enforcement campaign as part of the 2015 *Drive Sober or Get Pulled Over Statewide Labor Day Crackdown*. Between August 21, 2015 and September 7, 2015, police officers, on an overtime basis, will conduct special enforcement patrols targeting impaired drivers. The patrols will consist of roving patrols and fixed checkpoints.

**Objectives:**

To reduce the rate of alcohol-impaired driving fatalities in the state by three percent from the 2011-2013 calendar base-year average through targeted impaired driving enforcement and education during the 2015 *Drive Sober or Get Pulled Over Statewide Labor Day Crackdown*.

**Methodology:**

**REMINDER:** As per directives from the National Highway Traffic Safety Administration (which provides the federal funding for this grant) Chiefs of Police are not eligible to work grant-funded overtime through this grant.\*\*\*\*

This federally-funded grant project consists of an enforcement overtime campaign from August 21, 2015 through September 7, 2015. The project is designed to raise awareness about the dangers of drinking and driving, to offer deterrence through visible enforcement, to arrest impaired drivers, and to issue summonses for relevant motor vehicle violations. The grant will pay for 100 hours of overtime enforcement during the crackdown period, with a maximum rate to be reimbursed of \$50 per hour. The 100 overtime hours will be used for roving patrols and checkpoints.

This is a reimbursement grant. Participating departments will incur all costs and then submit the necessary documentation to the Division of Highway Traffic Safety for reimbursement.

This is an enforcement campaign. A reasonable number of impaired driving arrests and other summonses are expected in relation to overtime hours worked. Overtime activities can only be conducted within the dates of the project period and must be conducted between the hours of 8 pm and 4 am.

All grantees are expected to conform with the established "Law Enforcement Performance/Productivity Standards for Federally Funded NJDHTS Grants."

The maximum project overtime rate is \$50.00 per hour regardless of what

officer works the project hours. The officer is to receive the full dollar amount in overtime. Administrative costs or fees should be considered "in kind services" or soft matches and are not a part of this grant. **It is up to the agency to establish its pay rate for the project.** The Division encourages agencies to pay all participating officers a flat \$50 per hour rate for this overtime detail, but agencies may pay their usual overtime rates, if they wish, in which case the reimbursement from the Division will be:

Officers paid \$50.00 - project will reimburse at \$50.00 per hour  
Officers paid less than \$50.00 - project will reimburse at that lower rate  
Officers paid more than \$50.00 - project will reimburse at \$50.00 per hour with the municipality covering the remainder of the rate

Again, the maximum hourly rate to be reimbursed is \$50 per hour, regardless of whether all the grant-budgeted hours are worked or not.

Draft

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

RESOLUTION # 2015-203

TITLE: CONTRACT AWARD MORPHO TRAK LIVE SCAN FINGERPRINT SYSTEM

WHEREAS, the Township of Lower Police Department intends to purchase a Morpho Trak LiveScan Fingerprint System with Duplex Fingerprint Card Printer as per Division of Purchase and Property, Department of Treasury, State of New Jersey Contract #A81520 with Morpho Trak. Through this resolution, pursuant to N.J.S.A 40A:11-12a and N.J.A.C 5:34-7.29 the Township of Lower enters into a contract which shall be subject to all the conditions applicable to the current State contracts; and

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

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

  
Lauren Read, CFO

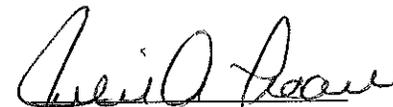
Ord #15-03 C-04-55-416-820  
Budget Account

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

AWARD TO:	MORPHO TRAK
LIVE SCAN FINGERPRINT SYSTEM	\$37,030.00
Includes 3 Year On-Site Warranty	
DUPLEX FINGERPRINT CARD PRINTER	\$2,073.55
Includes 1 Year On-Site Warranty	
TOTAL	\$39,103.55

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A. Picard, Township Clerk

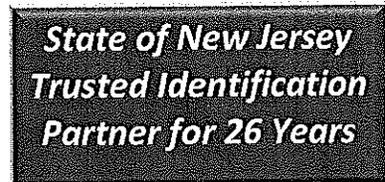
	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY		X	X			
SIMONSEN						X
CLARK			X			
BECK			X			



1250 North Tustin Avenue  
Anaheim, CA 92807  
Fax (714) 238-2049

June 17, 2015

Ms. Margaret Vitelli  
Lower Township Police Department  
405 Breakwater Road  
Erma, NJ 08204  
Tel: (609) 886-2005 Ext. 123  
Email: [myvitelli@townshipoflower.org](mailto:myvitelli@townshipoflower.org)



Reference No. MTNJ-L022714-01G

Dear Ms. Vitelli:

*This proposal replaces the previous proposal Reference No. MTNJ-L022714-01F.*

MorphoTrak is pleased to provide Lower Township Police Department with the following proposal for MorphoTrak LiveScan Systems. Since 1989, MorphoTrak has been the State of New Jersey AFIS provider. In 2012, MorphoTrak was awarded the State of New Jersey Livescan Contract # A81520.

*Please note the purchase price of all livescan configurations includes on-site installation, training, three (3) years of next-day on-site support with corrective maintenance and parts replacement.*

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**MorphoTrak's fully integrated LiveScan solution provides Lower Township Police Department all of the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Integrated Palmprint Capture ensures compliance with the Federal Sex Offender Registry and Notification Act (SORNA)
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Fingerprinting and mugshot capture seamlessly integrated into the same interface
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ Full compliance with New Jersey State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ All livescan configurations includes on-site installation and training
- ◆ Purchase price includes 3 years of next-day on-site support and parts replacement
- ◆ Eliminate all RFP associated costs by purchasing livescan system off the State of New Jersey State Contract



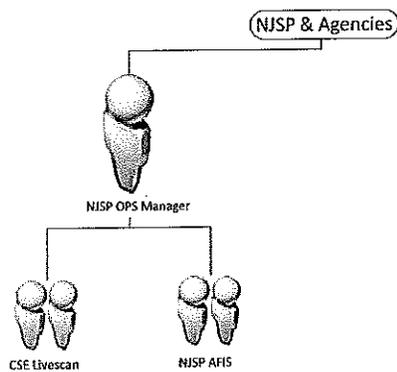
## State of New Jersey Trusted Identification Partner for 26 Years



MorphoTrak has been the sole provider of the AFIS System in place at the New Jersey State Police since 1989. MorphoTrak is the only vendor who can deliver a Livescan system that is 100% compatible with the NJSP system. In fact, MorphoTrak Livescan systems use the same AFIS quality checking algorithms to ensure Lower Township Police Department can submit the highest-quality prints to NJSP and FBI IAFIS/NGI.

Figure 1 shows a map of the state of New Jersey with MorphoTrak Livescan installations.

**500+ MorphoTrak Livescans installed in the State of New Jersey**



MorphoTrak's *In-State Support Organization* is dedicated solely to the support of New Jersey customers. Our Organization includes both a LiveScan Support Team and an AFIS Support Team managed by the MorphoTrak Operations Manager who is also located in New Jersey.

MorphoTrak's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces MorphoTrak's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Figure 2 MorphoTrak's dedicated in-State New Jersey Support Team

***In 2014 MorphoTrak's New Jersey Support Organization resolved 99% of all livescan service calls within 24 hours.***

**Tenprint/Palmprint Capture with Integrated Mug Photo - Cabinet Ruggedized fixed-height Table 1**

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-10-083974	1	TPL5- OPT012-00	Live Scan System Cabinet (fixed-height) to include: ♦ Live Scan Station Application Software License ♦ Tenprint/Palmprint 500PPI Scanner ♦ Computer, monitor, keyboard ♦ Ruggedized fixed-height Cabinet ♦ Signature Capture Pad ♦ NJ specific transmission Software ♦ Integrated Mug Photo Capture Installation / On-site Training Freight <b>Warranty: 1 Year On-site Advantage Solution, 9X5 (Year 1)</b> <b>Maintenance: 2 Years - On-site Advantage Solution, 9X5 (Year 2, Year 3)</b>	\$37,030.00

**Duplex Fingerprint Card Printer Table 2**

New Jersey Comm. Code	Qty	GSA Sched #	Description	Unit Price
204-96-083970	1	TPL0- DFCP00-01	Duplex Fingerprint Card Printer to include: ♦ Network capability ♦ Duplex for double-sided card printing Installation / On-site Training <b>Warranty: 1 Year On-site Advantage Solution, 9X5 (Year 1)</b> <b>Freight</b>	\$2,073.55

**Shipment is approximately 30 days after MorphoTrak receipt of purchase order.**  
*Livescan System pricing includes a 1 year warranty and 2 additional years of annual maintenance.*

**Customer Responsibilities**

Lower Township Police Department is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from NJSP).
- ♦ Obtaining all required authorizations and permissions for connecting to New Jersey State Police (NJSP) AFIS. This includes establishing a network connection and user agreement with NJSP

**MorphoTrak's Standard Warranty and Maintenance support includes remote dial in AND on-site support services.**

**Assumptions**

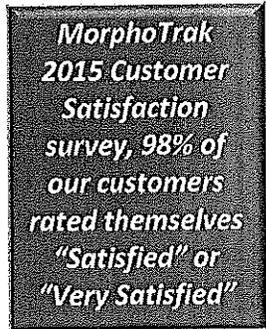
In developing this proposal, MorphoTrak has made the following assumptions:

- ♦ Should Lower Township Police Department desire or require the ability to interface the proposed MorphoTrak Livescan with an RMS, MorphoTrak will provide Lower Township Police Department an Interface Control Document (ICD) in which the Lower Township Police Department RMS vendor can use to ensure compliance for the interface. If it is determined that the RMS cannot meet the requirements of the ICD, MorphoTrak can analyze and quote any specific development needs required to establish the interface between the proposed MorphoTrak Livescan and the Lower Township Police Department RMS.
- ♦ An inter-agency agreement between Lower Township Police Department and NJSP will be in place.
- ♦ Lower Township Police Department will provide all necessary communication to connect to NJSP. This includes, but is not limited to hubs, routers, modems, etc.
- ♦ Existing Lexmark Optra R, Optra S, T620, T630, T640 or Xerox Printers are not supported with the new Live Scan System.

- ◆ On-site Installation Services will be scheduled after network connectivity to NJSP has been established and verified.

Installation is contingent upon Lower Township Police Department establishing a network connection and user agreement with the New Jersey State Police (NJSP). Lower Township Police Department shall be responsible for the purchase and installation of all necessary external communications equipment and electrical wiring of the facilities. Permission from the NJSP is required for access to their AFIS network.

The MugPhoto system interfaces directly with the Live Scan Booking System. Front and side profile mug shots are captured through the Live Scan Software and transmitted to the New Jersey State Police's mug shot database at the same time as the tenprint fingerprint card transmission. These mug shots can then be accessed through an SBI# from a CJIS terminal. The MugPhoto System features software-driven zooming (in/out) as well as an automated facial cropping feature with the option of manual cropping. The MugPhoto System allows for the capture of front and profile mug shots only (no scars/marks/tattoos) which are then transmitted with the electronic tenprint card, stored in a New Jersey State Police mug shot database, and can be retrieved locally via the Lower Township Police Department CJIS terminal. An interface can be set up to store the mug shots locally, but the majority of the work in setting up this type interface will need to be completed by Lower Township Police Department IT staff. MorphoTrak can transmit the ANSI/NIST records to a local Lower Township Police Department-specified e-mail address/server in addition to sending the transmission to the New Jersey State Police. The extraction and storage of the mug shots from the ANSI/NIST records is solely the responsibility of Lower Township Police Department.



Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice.

**Proposal Expiration: September 30, 2015**

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all order questions and correspondence, including Purchase Order, to: Jayne Goodall, MorphoTrak, LLC, 1250 North Tustin Avenue, Anaheim, California 92807; Tel: (714) 575-2956; Fax: (714) 238-2049; Email: [jayne.goodall@morpho.com](mailto:jayne.goodall@morpho.com).

We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Barry Fisher".

Barry Fisher  
Senior Sales Director

## Advantage Solution Support – New Jersey

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 3 years from the date of installation.

Support Features	Warranty Period	Post Warranty
<b>Software Support 24x7</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
1 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support – On-site 9X5 (8 am-5 pm M-F) Customer Local Time</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	4-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√

## Attachment A

### Terms

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for Lower Township Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. MorphoTrak assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, MorphoTrak will make its best effort to provide a suitable replacement.

Purchase orders should include the reference ***New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70*** and should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall  
MorphoTrak  
1250 North Tustin Avenue  
Anaheim, California 92807  
Tel: (714) 575-2956  
Fax: (714) 238-2049  
Email: [jayne.goodall@morpho.com](mailto:jayne.goodall@morpho.com)

Product purchase shall be governed by ***New Jersey State Contract # A81520 / MorphoTrak GSA Contract #GS-35F-0523U, Schedule 70***. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided and order fulfillment will commence upon receipt of Purchase Order from Lower Township Police Department.

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

RESOLUTION #2015-204

Title: ISSUANCE OF 2015 LIMOUSINE OPERATOR LICENSES

WHEREAS, an application has been submitted by G Transportation pursuant to Ord. #2000-4 for an Operator License; and

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

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

G Transportation

<u>License Type</u>	<u>Description</u>
Operator	Jose D. Perez
Operator	Michelle Derrano

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION #2015-205

TITLE: AUTHORIZATION FOR REFUND OF TAXES

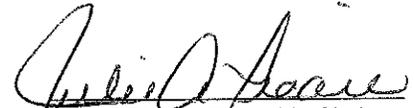
WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below;  
and

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>	<u>MUA charges</u>
635	10	Corelogic	Paid twice	459.49	
347	25	Corelogic	Paid twice	503.69	
86	29	James & Am Gonzalez	Paid twice	609.61	
50	21	Harry & Frances McCloy	Disabled Veteran	1,030.35	
373.02	33	Augustine Lodise	Disabled Veteran	645.18	
420	1	Robert & Joanne Smith	Disabled Veteran	387.34	
512.16	6	Tower Capital	Lien Paid		990.60

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

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

RESOLUTION # 2015-206

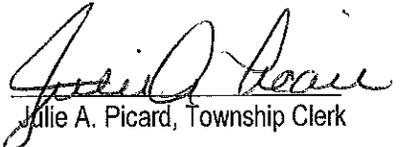
TITLE: RESOLUTION AWARDING CONCESSION STAND LEASE FOR THE TOWNSHIP OF LOWER SWIMMING POOL 2015 SEASON

WHEREAS, the Township of Lower has advertised on two separate occasions with no responsible bidders, therefore the Township has negotiated a Concession Lease for the 2015 season with Holly Mello for \$1,500.00; and

WHEREAS, Holly Mello has provided a certified check and the insurance liability certificate.

NOW, THEREFORE, BE IT RESOLVED by the Lower Township Council, County of Cape May, State of New Jersey, that the Township of Lower Swimming Pool Concession is hereby awarded to Holly Mello for the sum of \$1,500.00 for the 2015 Season.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on July 6, 2015

  
Julie A. Picard, Township Clerk

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



**2015 LICENSE  
LOWER TOWNSHIP  
2600 BAYSHORE ROAD  
VILLAS, NEW JERSEY 08251-1399**

No. 258

Date of Issue    Date of Expiration

7/ 1/2015                      7/14/2016

Type of License

BUSINESS MERCA

Amount

\$ 75.00

**License is hereby granted to:**

MELO, HOLLY  
700        WINSLOW AVENUE  
N CAPE MAY, NJ 08204

**From date of issue, for the following purpose:**

RETAIL SALES

THIS LICENSE MUST BE POSTED

**NOT TRANSFERABLE**

This is to Certify that the above licensee having paid the fixed fee and having agreed to comply and abide by all the provisions of the N.J. State Codes, is hereby permitted to operate the above business. This license is granted subject to the provisions of said code. This license is also subject to suspension/revocation due to non compliance.

BY ORDER OF

**JULIE PICARD**

Julie A. Picard, Township Clerk



**2015 LICENSE  
LOWER TOWNSHIP  
2600 BAYSHORE ROAD  
VILLAS, NEW JERSEY 08251-1399**

No. 258

Date of Issue    Date of Expiration

7/ 1/2015                      7/14/2016

Type of License

BUSINESS MERCA

Amount

\$ 75.00

**License is hereby granted to:**

MELO, HOLLY  
700        WINSLOW AVENUE  
N CAPE MAY, NJ 08204

**From date of issue, for the following purpose:**

RETAIL SALES

THIS LICENSE MUST BE POSTED  
IN PUBLIC VIEW

**NOT TRANSFERABLE**

This is to Certify that the above licensee having paid the fixed fee and having agreed to comply and abide by all the provisions of the N.J. State Codes, is hereby permitted to operate the above business. This license is granted subject to the provisions of said code. This license is also subject to suspension/revocation due to non compliance.

BY ORDER OF

**JULIE PICARD**

Julie A. Picard, Township Clerk

CONCESSION RENTAL  
2015 SEASON

SCOPE OF WORK: The Township of Lower grants to the concessionaire the right and privilege during the term of this agreement to operate the snack stand located in the Township Swimming Pool, Winslow Avenue, North Cape May, subject to the terms set forth in this agreement.

CONTRACT TERM- This contract shall be for the period of ONE summer season 2015 commencing on the opening of the Township Pool based on the negotiated contract.

FEE-<sup>\*</sup>In consideration for the rights and privileges herein granted, the Concessionaire agrees to pay the Township \$1,500.00 for the term of the contract.

The Township of Lower shall supply:

The area  
Lighting fixtures  
Outside maintenance  
Water

1. Concessionaire will provide or be responsible for the following:  
All equipment, counters, display racks, dispensing machines, etc. including any replacement of equipment supplied which is required to comply with Health or Fire codes, and specifically including a hot water heater.
2. All maintenance and cleaning within the leased area.
3. Obtaining mercantile or other license, or permits, including County Health Department approval.
4. Disposal of grease from cooking.
5. Compliance with health laws, fire codes, ordinances, rules, regulations and for maintaining a neat and clean operation.
6. Manage the Conduct of his employees while on Township property.
7. Trash Collection: Trash disposal to be supplies and disposed of on a daily basis by lessee and recyclable will be separated from the trash and properly disposed of.
8. Food will be dispensed in a manner so as to use a minimum of water and comply as follows: Disperse food with the use of disposable plates, cups and wrappers.
9. No grease dumped into drains.
10. Keep interior and immediate exterior area "bussed" and trash containers emptied and neat
11. Use disposable liners and bags for trash.

ITEMS TO BE SOLD AND RATES: Rates to be charged to the items to be sold shall be fair and reasonable and commensurate with the prices charged for similar products offered in the Cape May County area. The bidder shall supply with this proposal a list items they would like to sell at the pool. The Township will approve a price list for the items to be sold upon award of contract.

**HOURS OF OPERATION:** The Concessionaire, except where the hours are herein specified shall keep the snack stand open during all reasonable hours 7 days 10:00 a.m. – 6:00 p.m.

**RESPONSIBILITIES:** The Concessionaire shall supply and pay for all equipment used in connection with the operation of the concession. All additional installations which require the use of utilities shall be made and maintained at the expense of the concessionaire and only after securing prior approval from the Township. The concessionaire shall be operated by the Concessionaire's employees. For the purpose of this agreement an employee shall be "a person either employed on a salary basis or working on a commission basis or both, whose wages are deducted withholding taxes, and all "social security taxes: The Concessionaire's employees and equipment shall be in sufficient quantities to properly service the public, and available at such times as specified by the Township.

**HOLD HARMLESS:** The Concessionaire shall hold harmless the Township of Lower from the payment of all claims or demand arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material, or process used by him the performance of this Agreement. The Concessionaire shall indemnify and save harmless the Township of Lower from all suits or actions brought against the said Township of Lower for or on account of any injuries for damages sustained or received by any party or parties by or from said concessionaire, his servants or agents, in the exercise of the rights and privileges herein granted, or by or on account of any act or omission of the said concessionaire or his agents.

**LICENSES AND FEES:** The Concessionaire shall pay any and all license fees and taxes that may be imposed by any Township, county, State or Federal Authority. Such fees and taxes shall not be deductible from any rental or fees due to the Township of Lower.

**HEALTH CODE:** The concessionaire agrees to conform to all Municipal, county of State health codes and regulations and to obtain all necessary Municipal and State license and permits at their own expense.

**INSURANCE:** The concessionaire agrees to pay for and maintain for the term of the agreement public and product liability insurance protection listing the Township of Lower as additionally insured.

**TERMS AND CONDITIONS:** The Concessionaire shall not underlet or sublet any portion of said building of this concession without the approval of the Township of Lower. The Concessionaire agrees not to erect or maintain any signs upon the premises except that they be approved by the Township of Lower as to the number, size, location, color and lighting equipment. The concessionaire covenants that no alterations or additions will be made to the building now standing without the prior written consent of the Township of Lower. The Concessionaire is not to sell any alcoholic beverages of any kind. Upon failure of the Concessionaire to comply with the terms and provisions contained herein, there shall be a forfeiture of the privileges and the Township of Lower

may terminate this Agreement. Such forfeiture and termination shall not waive the right of the Township of Lower to recover damages from the concessionaire for the failure to comply with the terms of the Agreement.

If any provision of this Agreement shall be invalid for any reason, such invalidity shall not affect the remaining provisions herein. The parties to this Agreement hereby declare that they would have agreed to the provision of this Agreement notwithstanding such invalidity.

The Township of Lower reserves the right to itself or other it designates to sell specialized merchandise, which is not available to Lessee. The right to sell souvenirs or merchandise given under the lease is not exclusive. The Township makes no warranties with regard to the habitability of the concession stand.

Insurance Requirements: Certificate of Insurances with Lower Township listed prior to award of contract must be provided.

Commercial General Liability \$ 1,000,000  
Municipality to be named as "Additional Insured"  
60 days' notice of cancellation  
Hold Harmless Agreement required \*mandatory

Bidders are required to comply with Public Laws of 1975, Chapter 127, Affirmative Action Requirements, and Prevailing Wage Rates Apply. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

\*Upon award of contract Vendor must provide:

Insurance Certificate listing Township of Lower as additionally insured  
 Lower Township Mercantile License

END

Holly Melo  
Holly Melo

Date: 6/20/2015

Michael E Beck  
Township of Lower

Date: 7/1/2015

may terminate this Agreement. Such forfeiture and termination shall not waive the right of the Township of Lower to recover damages from the concessionaire for the failure to comply with the terms of the Agreement.

If any provision of this Agreement shall be invalid for any reason, such invalidity shall not affect the remaining provisions herein. The parties to this Agreement hereby declare that they would have agreed to the provision of this Agreement notwithstanding such invalidity.

The Township of Lower reserves the right to itself or other it designates to sell specialized merchandise, which is not available to Lessee. The right to sell souvenirs or merchandise given under the lease is not exclusive. The Township makes no warranties with regard to the habitability of the concession stand.

Insurance Requirements: Certificate of Insurances with Lower Township listed prior to award of contract must be provided.

Commercial General Liability \$ 1,000,000

Municipality to be named as "Additional Insured"

60 days' notice of cancellation

Hold Harmless Agreement required \*mandatory

Bidders are required to comply with Public Laws of 1975, Chapter 127, Affirmative Action Requirements, and Prevailing Wage Rates Apply. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

\*Upon award of contract Vendor must provide:

Insurance Certificate listing Township of Lower as additionally insured  
 Lower Township Mercantile License

END

Holly Melo  
Holly Melo

Date: 6/20/2015

Michael Beck  
Township of Lower

Date: 7/1/2015

**Township of Lower  
INDEMNITY CLAUSE  
(Hold Harmless Agreement)**

---

*"To the fullest extent permitted by law,*

Holly Melo

*Name of Contractor/Vendor/Facility User*

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

By:

Holly Melo  
For the Contractor

Michael Beck  
For the Municipality

Sheila D. Smith, Notary  
Notary  
SHEILA D. SMITH  
Notary Public of New Jersey  
My Commission Expires 3/10/2018

Julie Pearson  
Notary  
1st. Clerk

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

RESOLUTION #2015-207

TITLE: ANNUAL RENEWAL OF LIQUOR LICENSES FOR THE YEAR 2015-2016

WHEREAS, applications have been made by the persons, firms, and/or corporations hereinafter named for renewal of Plenary Retail Consumption Licenses, Plenary Retail Distributions Licenses and/or Club Licenses, heretofore granted by this issuing authority; and

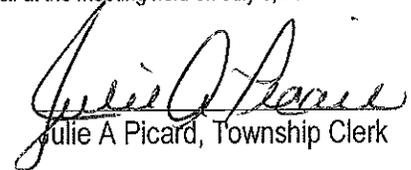
WHEREAS, all requirements of the applicants have been met, including the payment of the required fees and all laws and regulations for the control of alcoholic beverages; and

WHEREAS, no written objections to the renewals have been received; and

WHEREAS, this governing body is of the opinion that said applications should be granted and licenses issued.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council, the Municipal Issuing Authority, that the licenses be issued to the person, firms and/or corporations named on the attached Schedule "A" for the period of one year commencing July 1, 2015 through June 30, 2016.

I hereby certify the forgoing to be the original resolution adopted by the Township Council at the meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

SCHEDULE "A"

<u>Number</u>	<u>Name &amp; Address</u>	<u>Type</u>	<u>Amount</u>
0505-31-024-001	Sunset Beach Sportsmen's Club Sunset Blvd., Lower Township Cape May Point, NJ 08212 t/a Sunset Beach Sportsmen Club	Club	\$150.00
0505-31-030-001	Grand Beach Club 600 E. Rochester Avenue Wildwood Crest, NJ 08260 t/a Grand Beach Club	Club	\$150.00
0505-31-023-003	Villas Fishing Club, Inc. 301 Pennsylvania Ave. Villas, NJ 08251 t/a Villas Fishing Club	Club	\$150.00
0505-31-031-002	Greater Cape May Elks Lodge #2839 901 Bayshore Road Villas, NJ 08251 t/a Greater Cape May Elks Lodge #2839 Benevolent and America Inc.	Club	\$150.00
0505-31-029-001	Diamond Beach Beach Club 600 E. Raleigh Avenue Wildwood Crest, NJ 08260 t/a Diamond Beach Beach Club	Club	\$150.00
0505-32-001-012	Renaissance Beverages III, LLC 3845 Bayshore Road N. Cape May, NJ 08204 t/a Gorman's Wines & Spirits	PRC (Broad C)	\$2,000.00
0505-33-003-007	Buttonwood Manor Inc. 3832 Bayshore Road N. Cape May, NJ 08204 t/a The Bayshore	PRC	\$2,000.00
0505-33-004-005	Spicer Creek 1216 Rt 109 Cape May, NJ 08204 t/a Mayer's Bar	PRC	\$2,000.00
0505-33-005-005	Cape May Pub Inc Rt. 9 Florence Avenue Cape May, NJ 08204 t/a Cape May National Golf Club	PRC	\$2,000.00
0505-33-006-007	The Cold Spring Fish & Supply Co. Fisherman's Wharf, P.O. Box 497 Cape May, NJ 08204 t/a Lobster House & Bar, The Raw Bar	PRC	\$2,000.00

0505-33-007-004	Two Mile Crab House, LLC Fishdock Road Wildwood NJ 08260 t/a Two Mile Crab House	PRC	\$2,000.00
0505-33-008-006	Ford Creek LLC 954 Ocean Drive Cape May, NJ 08204 t/a Harbor View Restaurant	PRC	\$2,000.00
0505-33-009-010	Driftwood Cove LLC 1200 Route 9 Cape May, NJ 08204 t/a Lucky Bones	PRC	\$2,000.00
0505-33-010-009	PM Properties Management Corp 3729 Bayshore Road N. Cape May, NJ 08204 t/a 5 West Bar & Grille	PRC	\$2,000.00
<b>Special Conditions</b>	<p>The outside patio area is used as a waiting area for dining patrons with no table service and no consumption of food.</p> <p>The outdoor patio area consist of not more than 12 tables and that the bar area shall not have any seating.</p> <p>There shall be no live music outside of the premises. Recorded music as well as sound from a large screen television at the bar area will be permitted provided that the sound complies with applicable Township ordinances.</p> <p>The patio area be open only from the hours of 12:00 noon until 10:00 p.m.</p> <p>There shall be no signs advertising or indicating that the outdoor waiting area is a "bar".</p>		
0505-33-012-008	Harbour Side, Inc. 5101 Shawcrest Road, Lower Township Wildwood, NJ 08260 t/a Lighthouse Pointe Restaurant	PRC	\$2,000.00
0505-33-015-009	Marie Nicole Inc. 9510 Pacific Avenue Wildwood Crest, NJ 08260 t/a Marie Nicole's	PRC	\$2,000.00
<b>Special Conditions</b>	<p>This license shall be operated at the eating establishment, serving alcoholic beverages only to dining customers, no more than six seats for waiting customers, not bar only customers. No seating after 10:30 p.m., no package sales of alcoholic beverages.</p>		
0505-33-016-005	Del Bay, LLP Scott Ave. & Beach Drive N. Cape May, NJ 08204 t/a Harpoon Henry's	PRC	\$2,000.00
0505-33-017-006	Jake's Bar & Grill, Inc. 5-7 W. Delaware Parkway, Villas, NJ 08251 t/a Jake's Bar & Grill	PRC	\$2,000.00

0505-33-020-004	Marco Voeks, Inc. 9600 Pacific Ave., Lower Township Wildwood Crest, NJ 08260 t/a Fitzpatrick's Crest Tavern	PRC	\$2,000.00
0505-36-014-005	<b>Pier Beverage / Icona Ocean Blue</b> 9701 Atlantic Ave., Wildwood Crest, NJ 08260 T/A Pier 6600 Motor Inn	PRC	\$2,000.00
<b>Special Conditions</b>	<b>This license shall be exercised only during such period of time as the establishment is in operation as a hotel/motel containing at least 100 sleeping rooms equipped furnished for accommodation of guests.</b>		
0505-44-013-006	Matteras Liquor 908 Route 109 Cape May, NJ 08204 t/a Cape Liquors	PRD	\$1,000.00
0505-44-018-005	O'Doyal's Inc. 1900 Bayshore Road Villas, NJ 08251 t/a Villas Country Liquor Store	PRD	\$1,000.00
0505-44-028-005	Acme Markets Inc. 3845 Bayshore Road N. Cape May, NJ 08204 t/a Acme	PRD	\$1,000.00
0505-33-019-009	A & J Blue Claw, Inc. 9901 Ocean Drive, Lower Township Cape May, NJ 08204 t/a Tall Ships room, Axelsson's Blue Claw Restaurant	PRC	\$2,000.00

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

RESOLUTION # 2015-208

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$9,900,000 GENERAL OBLIGATION BONDS, SERIES 2015 OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, 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 ordinances of the Township heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds, Series 2015 in the aggregate principal amount of \$9,900,000 (the "Bonds" or "General Obligation Bonds").

**Section 2.** The principal amount of bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances are respectively as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
2007-14	Various Capital Improvements, Finally Adopted July 2, 2007	\$347,000	7.20 years
2008-20	Various Capital Improvements, Finally Adopted October 6, 2008	\$699,000	7.32 years
2009-11	Installation of Storm Water Outfall Extensions for Various Roads, Finally Adopted August 17, 2009	\$241,000	40.00 years
2009-12	Various Capital Improvements, Finally Adopted August 17, 2009	\$311,000	7.66 years
2010-08	Various Capital Improvements, Finally Adopted September 8, 2010	\$905,000	16.02 years
2010-09	Road and Drainage Improvements, Finally Adopted September 8, 2010	\$393,000	10.00 years
2011-14	Various Capital Improvements, Finally Adopted August 1, 2011	\$400,000	9.22 years
2012-10	Various capital improvements, Finally Adopted May 7, 2012	\$829,000	8.27 years

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
2012-16	Acquisition of Property In Township of Lower, finally adopted July 16, 2012	\$200,000	40.00 years
2012-19	Various Road and Drainage Improvements, Finally Adopted August 20, 2012	\$1,700,000	10.00 years
2013-10	Acquisition of Various Capital Equipment and Various Capital Improvements, Finally Adopted June 3, 2013	\$1,080,000	10.76 years
2014-10	Various Capital Improvements, Finally Adopted September 3, 2014	\$1,235,000	11.68 years
2015-03	Various 2015 Capital Improvements, Finally Adopted May 18, 2015	\$1,560,000	7.78 years
<b>TOTALS</b>		<b>\$9,900,000</b>	

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

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not more than 11.29 years.

(b) The Bonds of the combined issue shall be designated "General Obligation Bonds, Series 2015" and shall mature within the average period of usefulness hereinabove determined.

(c) The Bonds of the combined issue 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 several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds 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.** The Bonds shall mature in the principal amounts on July 15 in each of the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2016	\$ 680,000	2021	\$1,000,000
2017	700,000	2022	1,000,000
2018	800,000	2023	1,140,000
2019	900,000	2024	1,320,000
2020	1,000,000	2025	1,360,000

The Bonds are not subject to redemption prior to their stated maturities in accordance with the terms provided in the Notice of Sale authorized herein and attached hereto as Exhibit B (the "Notice of Sale"). The Bonds shall be ten (10) in number, unless the purchaser shall structure a portion of the serial maturities as one or more term bonds in accordance with the Local Bond Law and the Notice of Sale, with one bond certificate being issued for each year of maturity, and shall be designated and numbered GO-1 to GO-10, inclusive.

**Section 6.** The General Obligation Bonds are sometimes referred to hereinafter as the "Bonds".

**Section 7.** The Bonds will be issued in fully registered book-entry only form, without coupons. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository") for the Bonds. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases of the Bonds may be made in the principal amount of in \$5,000 or any integral multiple thereof, through book entries made on the books and records of DTC and its participants. The Bonds will be dated the date of delivery and shall bear interest from the date of delivery, which interest shall be payable semiannually on the fifteenth (15<sup>th</sup>) day of January and July of each year (each an "Interest Payment Date"), until maturity, commencing January 15, 2016, at such rate or rates of interest per annum as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township, or some other paying agent as the Township may designate and appoint, on the maturity dates and due dates and will be credited on the maturity dates and due dates to the participants of DTC as listed on the records of DTC as of each January 1 and July 1 preceding an Interest Payment Date (the "Record Dates"). The Bonds shall be executed by the manual or facsimile signatures of the Mayor or Acting Mayor (the "Mayor") and Chief Financial Officer or Acting Chief Financial Officer (the "Chief Financial Officer") or Manager (the "Manager") of the Township under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested to by the manual signature of the Clerk of the Township (the "Clerk" or "Township Clerk". The following matters are hereby determined with respect to the Bonds:

<b>Date of Bonds</b>	Date of Delivery
<b>Principal Payment Dates:</b>	July 15, 2016 and each July 15 thereafter until maturity
<b>Interest Payment Dates:</b>	Semiannually on each January 15 and July 15 until maturity, commencing January 15, 2016
<b>Place of Payment:</b>	Cede & Co., New York, New York

**Section 8.** The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of DTC, upon advice of Bond Counsel (as hereinafter defined).

**Section 9.** The Bonds shall be sold upon receipt of electronic proposals on Tuesday, July 22, 2015 at 11:00 a.m. by the Mayor, Manager or Chief Financial Officer of the Township via Grant Street Group's MuniAuction website ("MuniAuction") in accordance with the Notice of Sale authorized herein. The use of the services provided by MuniAuction and the fees associated therewith are hereby approved. Archer & Greiner P.C. ("Bond Counsel"), on behalf of the Township Clerk, is hereby authorized and directed, to arrange for (i) the publication of a summary of such Notice of Sale to be published not less than seven (7) days prior to the date of sale in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, (ii) the publication of the full text of such Notice of Sale in the Press of Atlantic City and/or the Cape May Star and Wave, such Notice of Sale to be published not less than seven (7) days prior to the date of sale, and (iii) the posting of the full text of the Notice of Sale on the website provided by or for MuniAuction, and any of the aforesaid actions of Bond Counsel undertaken heretofore are hereby ratified and confirmed.

Pursuant to N.J.S.A. 40A:2-34, the Township hereby designates the Mayor, Manager or Chief Financial Officer of the Township as the financial officer authorized to sell and to award the Bonds in accordance with the Notice of Sale authorized herein, and such financial officer shall report in writing the results of the sale to the Township Council at its regularly scheduled meeting thereafter. The Mayor, Manager or Chief Financial Officer is hereby further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Bonds.

**Section 10.** The Notice of Sale shall be substantially in the form set forth in Exhibit B attached hereto with such additions, deletions and omissions as may be necessary for the Mayor, Manager or Chief Financial Officer to market the Bonds, upon advice of Bond Counsel to the Township.

**Section 11.** The Bonds shall have affixed thereto a copy of the written opinion with respect to such Bonds that is to be rendered by Bond Counsel. The Clerk of the Township is hereby authorized and directed to file a signed duplicate of such written opinion in the office of the Clerk of the Township.

**Section 12.** Bond Counsel is hereby authorized and directed, as applicable, to arrange for the printing of the Bonds and for the printing and electronic posting of the Preliminary Official Statement (as hereinafter defined) and the Official Statement (as hereinafter defined), and any and all fees associated therewith, and any such actions undertaken heretofore are hereby ratified and confirmed. The Preliminary Official Statement and the Official Statement are hereby authorized to be prepared by Bond Counsel, Ford-Scott Associates, L.L.C., Ocean City, New Jersey, auditor to the Township (the "Auditor") and other Township officials and professionals, and any such actions undertaken heretofore are hereby ratified and confirmed. Bond Counsel is also authorized and directed to arrange for the distribution of the Preliminary Official Statement on behalf of the Township to those financial institutions that customarily submit bids for such Bonds, and any such actions undertaken heretofore are hereby ratified and confirmed. The Mayor and the Chief Financial Officer are each authorized and directed to execute and deliver any certificates necessary in connection with the distribution of the Preliminary Official Statement and the Official Statement. Bond Counsel and the Auditor are further authorized and directed to obtain ratings on the Bonds and to prepare and submit financial and other information on the Township to each rating agency and the preparation and submission of any such application is hereby ratified and confirmed.

**Section 13.** The Township hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code"), to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

**Section 14.** The Township is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

**Section 15.** In the event DTC may determine to discontinue providing its services with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the respective Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the respective Registered Bonds in certified form.

**Section 16.** The Chief Financial Officer or Manager are each hereby authorized and directed to "deem final" the Official Statement (the "Official Statement") prepared with respect to the issuance of the Bonds and pursuant to the provisions of the Rule (as hereinafter defined) and to execute a certificate regarding same, and any such actions undertaken heretofore are hereby ratified and confirmed. The Chief Financial Officer or Manager are each hereby authorized and directed to authorize and approve the use and distribution of the Official Statement in preliminary form (the "Preliminary Official Statement") in connection with the offering and sale of the Bonds, and any such actions undertaken heretofore are hereby ratified and confirmed. Upon the sale of the Bonds, the Preliminary Official Statement shall be modified, in consultation with Bond Counsel, to reflect the effect of the sale of the Bonds and said modified Preliminary Official Statement shall constitute the final Official Statement (the "Final Official Statement"). The Chief Financial Officer

or Manager are each hereby authorized and directed to execute and deliver the Final Official Statement to the purchaser of the Bonds in accordance with the provisions of the Rule, for its use in the sale, resale and distribution of the Bonds, where and if applicable.

**Section 17.** The final Official Statement to be dated on or about July 22, 2015 (the "Final Official Statement"), prepared with respect to the issuance of the Bonds, is hereby authorized to be executed on behalf of the Township by the Chief Financial Officer or Manager of the Township, and delivered to the purchaser of the Bonds or for its in connection with the sale, resale and distribution of the Bonds, where and if applicable. The Mayor, Manager or Chief Financial Officer of the Township are each hereby further authorized and directed to deliver any certificates necessary in connection with the distribution of the Official Statement.

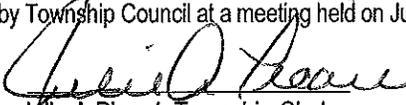
**Section 18.** The Township hereby covenants and agrees that it will comply with and carry out all of the provisions of the respective Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the Township to file, as applicable, budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provisions of Rule 15c2-12, as amended and supplemented (the "Rule"), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented. The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to execute and deliver the Certificate to the purchaser of the Bonds, evidencing the Township's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Township to comply with the Certificate shall not be considered a default on the Bonds, as applicable; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the Township to comply with its obligations hereunder and thereunder.

**Section 19.** The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to sell the aforesaid Bonds and to determine all matters in connection with the Bonds (including adjusting the maturity schedule or any other matters set forth in this resolution that are deemed necessary and advisable to change by the Mayor, Manager or Chief Financial Officer of the Township prior to the sale or closing of the Bonds, all in consultation with Bond Counsel and the Auditor), and the manual or facsimile signature of the Mayor, Manager or Chief Financial Officer of the Township upon any documents shall be conclusive as to all such determinations. The Mayor, Manager, Chief Financial Officer, Clerk of the Township and any other Township Official or professional, including but not limited to Bond Counsel, the Auditor, the Township Engineer and the Township Attorney (collectively, the "Township Officials"), are each hereby authorized and directed to execute and deliver such documents as are necessary to consummate the sale and closing of the Bonds, and to take such actions or refrain from such actions as are necessary for the issuance of the Bonds and all such actions or inactions taken by the aforesaid Township Officials heretofore are hereby ratified and confirmed.

**Section 20.** The Bonds will be designated as "qualified tax-exempt obligations" for purposes of section 265(b)(3)(B)(ii) of the Code.

**Section 21.** This resolution shall take effect immediately.

I hereby certify the foregoing to be the original resolution adopted by Township Council at a meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

**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 PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$9,900,000 GENERAL OBLIGATION BONDS, SERIES 2015 OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS" 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 July 6, 2015 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 7<sup>th</sup> day of July, 2015.

(SEAL)

  
JULIE A PICARD,  
Township Clerk

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

RESOLUTION #2015-209

TITLE: APPOINTMENT OF FORD SCOTT AND ASSOCIATES AS A PROFESSIONAL SERVICE CONTRACT IN CONNECTION WITH THE 2015 BOND SALE

WHEREAS, the Township of Lower ("Township") Via Resolution #2015-08 has appointed Ford Scott and Associates as the Township's Auditor as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township now has the need for a professional services contract with the auditor in connection with the 2015 Bond Sale, and Ford Scott and Associates, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$ 6,000.00; and

WHEREAS, the term of this contract is *until completion of the 2015 Bond Sale*; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # C-04-55-395-910 - Section 20 Costs

Signature 

WHEREAS, Ford Scott and Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott and Associates, LLC has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Ford Scott and Associates, LLC from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Ford Scott and Associates, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION #2015-210

Title: SUBMISSION OF A SMALL CITIES HOUSING REHABILITATION APPLICATION, \$200,000

WHEREAS, the Township of Lower desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$200,000 to carry out a project for the purpose of subsidizing the rehabilitation of homes owned and occupied by low and moderate income homeowners in Lower Township; a

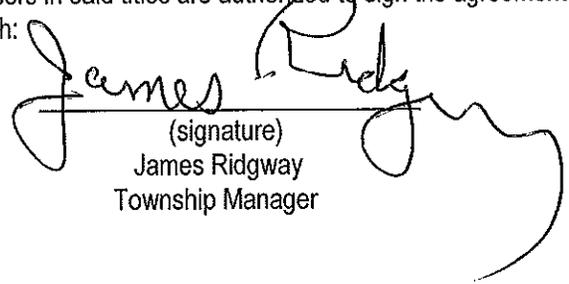
NOW THEREFORE, BE IT RESOLVED:

- 1) that the Mayor and Township Council does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement form the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

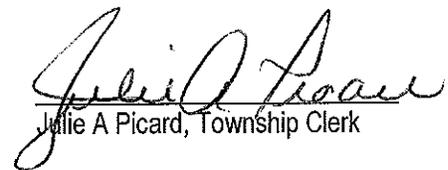


(signature)  
Michael E. Beck  
Mayor



(signature)  
James Ridgway  
Township Manager

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.



Julie A Picard, Township Clerk

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

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

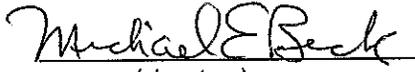
RESOLUTION #2015-211

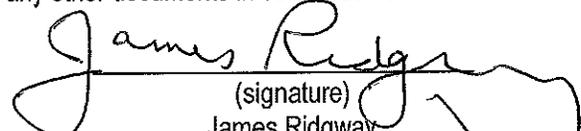
Title: PUBLIC FACILITIES GRANT APPLICATION FOR \$400,000, ROSEANN AVENUE IMPROVEMENTS

WHEREAS, the Township of Lower desires to apply for and obtain a grant from the New Jersey Department of Community Affairs Small Cities CDGB Public Facilities Program for approximately \$400,000, for Roseann Avenue improvements.

NOW, THEREFORE, BE IT THEREFORE RESOLVED, that the Township of Lower does hereby authorize the application for such a grant; and, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of the agreement; and also, upon receipt of the fully executed agreement form the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, the agreement, and any other documents in connection therewith:

  
(signature)  
Michael E. Beck  
Mayor

  
(signature)  
James Ridgway  
Township Manager

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A Picard, Township Clerk

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

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

RESOLUTION # 2015-212

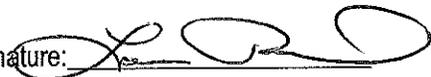
TITLE: APPROVAL OF CHANGE ORDER #1 FOR TRU GREEN TO ESTABLISH GRASS AT THE MILLMAN CENTER PROPERTY AND ADDITIONAL VEGETATION CONTROL SERVICES

WHEREAS, Tru Green was originally awarded a contract in the amount of \$14,096.00 on March 21, 2015 Resolution #2015-81; for the years 2015 & 2016, including a third year 2017 Option; and

WHEREAS, Change Order #1 will establish grass at the Millman Center, 209 Bayshore Road, Villas NJ property which will result in an increase of \$905.00; and

WHEREAS, the Township is in need of occasional Vegetation Control for the Playground areas at \$150.00 per site, a total of 3 locations at and increase of \$450.00; and

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

CFO Signature:  Appropriation #: 5-01-28-370-298

Establish Initial grass application for Millman Center	\$ 905.00
Vegetation Control for Playgrounds (3 sites) (\$150.00 Per Site)	\$ 450.00
<b>TOTAL CHANGE</b>	<b>\$ <u>1,355.00</u></b>

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Change Order #1 for Tru Green Chemlawn is hereby approved to increase the contract total to \$15,451.00.

I hereby certify the foregoing Resolution was adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A. Picard, Township Clerk

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





**COMMERCIAL SERVICE AGREEMENT**

200 IVYLAND RD  
 WARMINSTER, PA 18974  
 (215) 441-0775 EXT. 2 FAX: (215) 773-8245

PROPERTY NAME: **Lower Township**

CITY/STATE:

CONTACT NAME/  
PHONE NUMBER:

BILL TO NAME:

ADDRESS:

CITY/STATE:

CONTACT NAME:

EMAIL:

**LAWN CARE SERVICES**

**TREE AND SHRUB CARE SERVICES**

TREATMENT	DESCRIPTION AS NEEDED	COST
1. EARLY SPRING (MARCH)	X PRE-EMERGENT FOR CRABGRASS CONTROL X FERTILIZER	
2. LATE SPRING (APRIL)	X PRE-EMERGENT FOR CRABGRASS CONTROL X BROADLEAF WEED CONTROL X FERTILIZER	
3. EARLY SUMMER (JUNE)	X FERTILIZATION	
4. LATE SUMMER	X FERTILIZATION	
5. EARLY FALL (OCTOBER)	X FERTILIZER X BROADLEAF WEED CONTROL	
6. LATE FALL (NOVEMBER)	X FERTILIZER	
7. SPECIAL SERVICES	X POTASSIUM- WINTERIZER	
ANNUAL LAWN CARE COST:		<b>\$0.00</b>

TREATMENT	DESCRIPTION AS NEEDED	COST
1. EARLY SPRING	X SUPERIOR HORTICULTURE OIL	
2. LATE SPRING	X ROOT ZONE FERTILIZATION	****
3. EARLY SUMMER	X INSECT CONTROL X DISEASE CONTROL	****
4. LATE SUMMER	X INSECT CONTROL X DISEASE CONTROL	****
5. EARLY FALL	X INSECT CONTROL X DISEASE CONTROL	
6. LATE FALL	X ROOT ZONE FERTILIZATION	****
7. SPECIAL SERVICES	X SUPERIOR HORTICULTURE OIL	****
ANNUAL TREE/SHRUB CARE COST:		<b>\$0.00</b>

**BENEFICIAL SERVICES**

**BENEFICIAL SERVICES**

X VEGETATION CONTROL- 3 Playground Locs; <i>Redden mulch for</i>	
Diamond Beach Playground (Seaview & Rochester)	\$150.00
Municipal Park 2600 Bayshore Playground	\$150.00
Clem Mulligan 201 Carolina Ave Playground	\$150.00
ANNUAL BENEFICIAL & LAWN CARE COST:	<b>\$450.00</b>
TOTAL SALES TAX:	<b>0.00</b>
TOTAL ANNUAL LAWN CARE SERVICE COST:	<b>\$450.00</b>

X WINTER PROTECTION	
X GOOSE CONTROL \$ .00 APP. X 4 APPS FLIGHT CONTROL	
SNAP-SHOT PRE-EMERGENT	
X BED WEED CONTROL - SPRING	
X BEDWEED CONTROL - SUMMER	
X BEDWEED CONTROL - SUMMER	
X BEDWEED CONTROL - EARLY FALL	
X BED WEED CONTROL	
ANNUAL BENEFICIAL & TREE/SHRUB SERVICE COST:	<b>\$0.00</b>
TOTAL SALES TAX:	<b>0.00</b>
TOTAL ANNUAL TREE/SHRUB SERVICE COST:	<b>\$0.00</b>

COMMENTS:

COMMENTS:  
  
\*\*\*\*RECOMMENDED SERVICES

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

RESOLUTION # 2015-213

**TITLE: A RESOLUTION AWARDING THE LEASE OF PUBLIC LAND LOCATED AT THE INTERSECTION OF SEAVIEW AND ROCHESTER AVENUES AFTER THE JUNE 25, 2015 OPEN PUBLIC AUCTION**

**WHEREAS**, the Township of Lower deems it to be in the best interests of the Township to offer for lease certain real property located in Diamond Beach at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lots 1, 2, and a portion of lots 3, 5, and 32, with an approximate lot size of 100 x 150 ft., with a 10 foot buffer for playground safety; and

**WHEREAS**, pursuant to **N.J.S.A. 40A:12-14**, the Township of Lower may lease any real property not needed for public use to the highest bidder by open public bidding at auction or by submission of seal bids provided that said method of bidding is advertised in a newspaper circulating within the municipality by two insertions at least once a week during two consecutive weeks; and

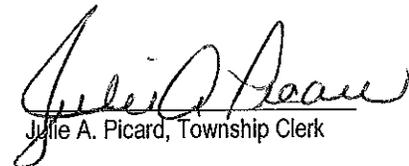
**WHEREAS**, the Township of Lower advertised its intention to lease said property and conduct an open public auction on June 25, 2015 in the Cape May Star and Wave on June 10, 2015 and June 17, 2015; and

**WHEREAS**, the Township of Lower held said auction on June 25, 2015, and received one bid in the amount of \$8,000 from Achristavest Pier 6600 LLC for the lease of real property located at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lots 1, 2, and a portion of lots 3, 5, and 32, with an approximate lot size of 100 x 150 ft., with a 10 foot buffer for playground safety.

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

1. The Township of Lower is hereby awarding the lease of the above referenced property to Achristavest Pier 6600 LLC for a sum of \$8,000 in accordance with the results of the open public auction conducted on June 25, 2015; and
2. The term of the lease shall run from July 1, 2015 through May 1, 2016; and
3. It is understood by the Township of Lower and Achristavest Pier 6600 LLC that the intended use of the leased property will be to park the vehicles of the guests of Hotel Icona; and
4. The rights, responsibilities, requirements, and obligations of Achristavest Pier 6600 LLC and the Township of Lower are governed by the provisions and covenants contained within the Lease Agreement annexed hereto.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a regular meeting held on July 6, 2015.

  
Julie A. Picard, Township Clerk

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

LEASE

THIS LEASE is made on the 6<sup>B</sup> day of July, 2015 between the Landlord, Township of Lower, whose address is 2600 Bayshore Road, Villas, New Jersey 08251 hereinafter referred to as "Landlord," and the Tenant, Achristavest Pier 6600 LLC, whose address is 9701 Atlantic Avenue, Wildwood Crest, New Jersey 08260, hereinafter referred to as the "Tenant," and who may be collectively referred to herein as the "Parties."

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to Tenant an empty lot located in Diamond Beach at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lots 1, 2, and a portion of lots 3, 5, and 32, with an approximate lot size of 100 x 150 ft., with a 10 foot buffer for playground safety, herein referred to as the leased premises.

2. **Term.** The term of this lease is from July 1, 2015 through May 1, 2016.

3. **Rent.** Tenant agrees to pay a lump sum of \$8,000.00 as rent for the leased premises. That amount was paid in full by the Tenant on June 25, 2015 in accordance with the provisions of Resolution 2015-187, a copy of which is annexed hereto as **Exhibit A**.

4. **Use of Property.** The Tenant may use the leased premises for any purpose provided that said purpose complies with all Municipal, State, and Federal rules and regulations. It is understood and agreed upon between the parties that the Tenant's intended use of the property is to utilize the leased premises for parking purposes associated with the Hotel Icona. Tenant must install a chain-link fence along the playground side of the leased premises to ensure the safety of those individuals utilizing the playground. Tenant must also utilize and install concrete parking bumpers in order to ensure vehicles are controlled and parked safely on the leased premises. It is further understood that any improvements to the leased premises must be approved in writing by the Landlord, and that any approved improvements shall be at the Tenant's sole cost and expense.

In the event that the Tenant intends to utilize the leased premises for any purpose other than parking vehicles they must obtain the written approval of the Landlord. In the event the Tenant desires to utilize the leased premises for temporary storage purposes after the Summer Season said storage and the items to be stored must be approved by the Landlord.

**5. Utilities.** Landlord shall be responsible for all utilities, if any, including, but not limited to, water, electricity, and gas.

**6. Eviction.** Landlord may evict the Tenant if the Tenant does not comply with all the terms of this Lease and for all other causes allowed by law. If evicted, Tenant must pay all costs, including reasonable attorney's fees related to any eviction and the collection of any monies owed to the Landlord along with the cost of re-entering, re-renting, cleaning and repairing the leased premises. In the event of default, Landlord may also avail itself of any and all legal or equitable remedies available through the Courts.

**7. Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any required action and charge the costs, including reasonable attorney's fees, to Tenant as additional rent. Failure to pay such additional rent upon demand shall be deemed a violation of the Lease.

**8. Care.** The Tenant agrees to maintain the property in as good condition as it is at the start of the Lease except for ordinary wear and tear. Tenant must pay for all repairs, replacements and damages, caused by any act or omission on the part of the Tenant, the Tenant's employees, or the Tenant's visitors. The Tenant will remove all Tenant's property and improvements at the end of the Lease. Any property or improvements that is left becomes the property of the Landlord upon expiration of thirty (30) days following the end of the Lease and may be thrown out, kept or otherwise disposed of by Landlord.

**9. Repairs by Landlord.** If the leased premises is damaged or in need of repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs.

**10. Alterations, Improvements and Repairs.** The Tenant must get the Landlord's prior written consent to alter or improve the leased premises. The Landlord's permission to alter or improve the leased premises shall not be withheld unreasonably. It is understood and agreed by the parties that the leased premises is a vacant lot, and any improvements or alterations shall be at the sole expense of the Tenant.

**11. Compliance with Laws.** Tenant must comply with the laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the leased premises. More specifically, Tenant must comply with all Township, State, and Federal rules and regulations specific to their intended use of the property.

**12. Waiver.** The Landlord does not give up any rights by accepting rent or failing to enforce any terms of this Lease.

**13. No Assignment or Sublease.** The Tenant may not sublease the leased premises or assign this Lease without the Landlord's prior written consent. Said consent shall not be withheld unreasonably by the Landlord.

**14. Entry by Landlord.** Upon reasonable notice, the Landlord may enter the leased premises to provide services, inspect, repair, improve or show it. In the case of emergency or the Tenant's absence, the Landlord may enter the leased premises without the Tenant's consent.

**15. Quiet Enjoyment.** The Tenant may occupy and use the leased premises without interference subject to the terms of this Lease.

**16. Subordination.** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises which include the leased premises. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

**17. Hazardous Use.** Tenant will not keep anything in the leased premises which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.

**18. Injury or Damage.** Tenant will be responsible for any injury or damage caused by the neglect of the Tenant, Tenant's employees, or Tenant's visitors. Landlord will not be responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.

**19. Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to the Landlord's agent, Township Clerk Julie Picard. Notices may be delivered to the Landlord's office located at 2600 Bayshore Road, Villas, New Jersey 08251.

**20. Signs.** Tenant may not put any sign or projection on the leased premises without the Landlord's prior written consent. Such consent shall not be withheld unreasonably.

**21. Validity of the Lease.** If a clause or provision of this Lease is legally invalid, the rest of the Lease shall remain in full force and effect.

**22. Rights.** The Landlord and Tenant are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

**23. Insurance.** Tenant shall procure the appropriate liability insurance certificates (based on property usage) listing Lower Township as an additional insured and provide copies to the Landlord.

**24. Indemnification and Hold Harmless Clause.**

Tenant covenants and agrees that it shall, without notice or demand and at its own cost and expense, indemnify and save harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all claims by or on behalf of any person arising in any manner whatsoever from, out of, or in connection with:

- (i) the use and occupancy of the Premises by Tenant, its agents, employees, and invitees;
- (ii) any failure by Tenant to perform any of the terms or conditions of this Lease required to be performed by Tenant;
- (iii) any failure by Tenant to comply with any statutes, regulations, ordinances, or orders of any governmental authority;
- (iv) any accident, death, injury, or damage, loss, or theft of property in or about the Premises (whether involving property belonging to Tenant or any other person) resulting from any cause whatsoever, unless such accident, death, injury, damage, loss, or theft is caused by the sole negligence of the Landlord; and
- (v) any and all costs, attorney fees, expenses, and liabilities incurred in or as a result of any such claim or action or proceeding brought against Landlord by reason of any such claim. Tenant, upon notice from Landlord, covenants to indemnify or defend such action or proceeding by legal counsel reasonably satisfactory to Landlord.
- (vi) Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises to the

extent of such insurance coverage or required coverage, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof to the extent of such insurance coverage or required coverage and evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided, that in the case of increased cost, the other Party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force and effect).

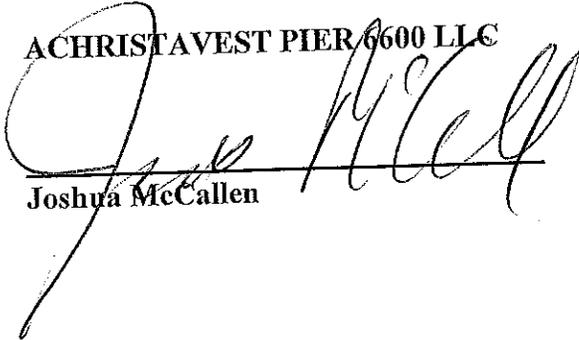
24. **Entire Lease.** All promises the Landlord has made are contained in this written Lease. The Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

25. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease.

For: **TOWNSHIP OF LOWER**

By:   
Township Manager - Jim Ridgway

For: **ACHRISTAVEST PIER 6600 LLC**

By:   
Joshua McCallen

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

RESOLUTION #2015-214

TITLE: AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH BLAUER ASSOCIATES INC.

WHEREAS, N.J.S.A. 40A:11-3 authorizes the award of any contract without competitive bidding for any purchase, work or service that does not exceed in the fiscal year the total sum of Seventeen Thousand Five Hundred (\$17,500) Dollars; and

WHEREAS, the Township is desirous of entering into a contract with Blauer Associates, Inc. for application and administration, if needed, of a Small Cities CDBG, and

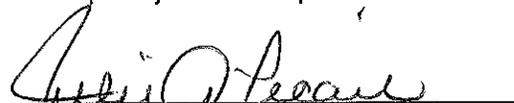
WHEREAS, the contract amount for the grant application for 2015 is One Thousand Five Hundred (\$1500.00) and the amount for the administration, if needed, is Sixteen Thousand Dollars (\$16,000) and funds are available as evidenced by the Chief Financial Officer's Certification & signature as follows:

Budget Account: C-04-55-416-910 - Ord #2015-3

CFO Signature:   
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk are hereby authorized to sign the contract agreement for the year 2015.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at the meeting of July 6, 2015.

  
Julie A Picard, Twp. Clerk

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



# BLAUER ASSOCIATES



P.O. Box 363, Nescopeck, Pa. 18635  
Tel: 570.379.2552  
mblauer@evenlink.com

June 19, 2015

Ms. Colleen Crippen  
Grants Coordinator  
Lower Township  
2600 Bay Shore Road  
Villas, NJ 08251-1399

Re: DCA FY 2016 Project

Dear Colleen;

I am enclosing two copies of my firm's proposal to assist the Township with a Fiscal Year 2016 Small Cities project. The storm drainage project discussed for North Cape May is eligible provided we conduct the necessary income survey.

The fee for application submission will again be \$1,500. Post approval administrative work would again be applicable only if the grant is approved. The contract notes that administrative work is not to exceed \$16,000 charged at the rate of \$125 per hour for professional time.

Contact my office if you have any questions on my contract proposal. If it is satisfactory please return one signed copy.

Sincerely,

Mark Blauer  
President

Enclosures

AGREEMENT

BETWEEN

TOWNSHIP OF LOWER, NEW JERSEY

AND

MARK BLAUER, DBA BLAUER ASSOCIATES

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Township of Lower, New Jersey, hereinafter called the "Municipality" and Mark Blauer, an individual doing business as Blauer Associates, hereinafter called the "Service Provider".

Whereas, the Municipality desires to engage the Service Provider to assist the Municipality in developing an application for assistance under the Fiscal Year 2016 New Jersey Small Cities Community Development Block Grant (CDBG) program and in administering such project, the following shall apply;

ARTICLE I: SCOPE OF SERVICES

Section A - Activities Prior to Application Submission

The Service Provider will assist the Municipality in conducting an analysis of local needs to determine which of several funds the Municipality should address its application. The analysis will seek to examine the Municipality's relative strengths and weaknesses under the review criteria which have been developed and made public as a document entitled "Final Statement For New Jersey's Administration of the Small Cities Community Development Block Grant Program". Based upon this analysis, the Service Provider will make its recommendations to the Municipality as to the type of application it should submit.

Section B - Application Services

Based upon the results of Section A of Article I above, the Service Provider will prepare the required application for funds from the state's Public Facilities Fund, in cooperation with the appropriate Municipal staff or its assigns, in accordance with the State's Fiscal Year 2016 Application Guide.

Section C - Post Approval Advisory and Monitoring  
Administrative Assistance

The Service Provider will perform the following services, contingent only upon the approval of the Small Cities Program application by the Department of Community Affairs.

Item 1 - Environmental Review Record

The Service Provider will conduct an Environmental Assessment process necessary to comply with the National Environmental Policy Act (NEPA).

Such services will include:

- a. Researching local environmental conditions with respect to the CDBG project;
- b. Conducting an Environmental Impact Assessment in accordance with regulations implementing NEPA established by HUD or DCA, as appropriate;
- c. Discussing possible project modifications, where appropriate, with the Municipality so as to minimize potentially adverse environmental impacts;
- d. Making the appropriate level of clearance finding;
- e. Preparing the written Environmental Review Record to document the level of clearance finding;
- f. Where the level of clearance finding does not require an Environmental Impact Statement, the Service Provider may prepare newspaper notices and HUD "Request for Release of Funds and Certification Form" and assist in the publication and distribution of same;
- g. Environmental review services do not include completion of Environmental Impact Statements as may be required by NEPA or by State regulations such as those of CAFRA.

Item 2 - Accounting System

The Service Provider will assist in establishing an accounting system in accordance with Federal and State standards.

Item 3 - Construction Contractor Selection and Labor Standards Compliance (applicable to Public Facilities Fund projects):

The Service Provider will assist the Municipality in the following areas:

- a. Assistance in coordination activity with the local engineer for preparation of bid specifications;

#### Item 7 - Assistance in Performance Reporting

The Service Provider will assist the Municipality in the research for and preparation of grant performance reports as may be required by the Department of HUD or DCA. These reports will include but are not limited to the following:

- Monthly Fiscal Monitoring Report
- Monthly Program Progress Report
- Monthly Matching Funds Report
- Monthly Contract and Subcontract Activity Report
- Monthly Fiscal Monitoring Report/Payment Voucher

#### Item 8 - DCA Monitoring Sessions

The Service Provider will assist the Municipality at monitoring visits and attend meetings with DCA staff at Trenton as necessary.

#### Item 9 - Grant Close-out Procedures

The Service Provider will coordinate the Activity necessary to accomplish the audit upon completion of the project and also prepare the necessary project completion forms.

#### ARTICLE II: PAYMENT FOR ARTICLE I SERVICES

The Municipality agrees to pay the Service Provider a fee of \$1,500.00 for Article I, Section A and B services. Such fee is due upon execution of this agreement.

Services under Article I, Section C shall be compensated upon the basis of invoices submitted monthly describing the services performed and the hourly rate and number of hours taken to perform the service. Invoices will list an hourly fee of \$125.00 for professional time.

It is understood and agreed that total compensation for Article I, Section C services shall not exceed \$16,000.00 per approved DCA grant project.

#### ARTICLE III: TERM OF SERVICE

The termination date of this agreement will coincide with the Department of Community Affairs's grant agreement with the Municipality ending date or March 31, 2018, whichever date is later.

ARTICLE IV: TERMINATION OF SERVICE FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this agreement the Municipality shall, thereupon, have the right to modify, suspend or terminate this agreement by giving written notice to the Service Provider and specifying the effective date thereof, at least five days before the effective date of such suspension, modification, or termination.

IN WITNESS THEREOF, the parties hereto executed this agreement on the day and year first written above.

TOWNSHIP OF LOWER, NEW JERSEY  
MUNICIPALITY

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

WITNESS:

\_\_\_\_\_

MARK BLAUER, dba BLAUER ASSOCIATES  
SERVICE PROVIDER

BY: Mark Blauer  
Mark Blauer, President

WITNESS:

Susan Barron  
Susan Barron

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Firm Name: Mark Blauer dba Blauer Associates

Name of Agent: Mark Blauer

Title: President

Date: July 2, 2015

**LOWER TOWNSHIP  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251  
(609) 886-2005**

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

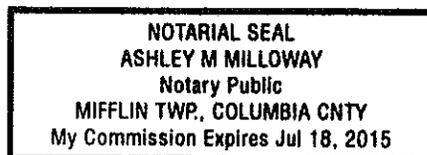
4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
NA	NA (none)	NA

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

*Mark Beane*

Sworn and Subscribed to before me  
this 2 day of July, 2015.  
*Ashley M. Milloway*  
Notary Public



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 TOWNSHIP OF LOWER

**Part I B Contractor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Mark Blauer dba Blauer Associates has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Michael E. Beck	
Norris Clark	Any present or future candidate committee or
Erik Simonsen	joint candidate committee or local political party
Thomas Conrad	committee formed for the election of members of
David Perry	the Lower Township governing body.

**Part II B Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<u>Mark Blauer</u> <u>dba Blauer Associates</u> <u>(operating as an individual)</u>	<u>18 West Hollow Road, Nescopeck, Pa 18635</u>

**Part 3 B Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Mark Blauer dba Blauer Associates

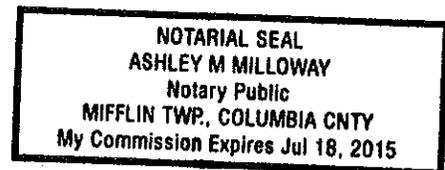
Signed: Mark Blauer Title: President

Print Name: Mark Blauer Date: July 2, 2015

Subscribed and sworn before me this 2 day of July, 2015.

My Commission expires: July 18, 2015

Ashley M. Milloway  
(Affiant)  
Ashley M. Milloway  
(Print name & title of affiant) (Corporate Seal)



08/12/09

Taxpayer Identification# 184-488-266/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

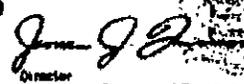
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282</small>
<b>TAXPAYER NAME:</b> BLAUER MARK	<b>TRADE NAME:</b>	
<b>ADDRESS:</b> 18 WEST HOLLOW RD NESCOPECK PA 18838	<b>SEQUENCE NUMBER:</b> 1048500	
<b>EFFECTIVE DATE:</b> 08/07/04	<b>ISSUANCE DATE:</b> 08/12/09	
<b>FORM-BRC</b>	 Director New Jersey Division of Revenue	

This Certificate is NOT valid until it is stamped. It must be accompanied by a copy of Form REG-1.

Certification 22818

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2011** to **15-APR-2018**



**MARK BLAUER, DBA BLAUER ASSOCIATES  
P.O. BOX 363  
NESCOPECK PA 18635**

A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

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

RESOLUTION # 2015-215

TITLE: AUTHORIZATION TO AWARD TO ECOVERSE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC BUY) 2016 BACKHUS 21.5 COMPOST WINDROW TURNER

WHEREAS, the Township approved participation in the National Cooperative Contract with Houston-Galveston Area Council (H-GAC) as per Resolution 2015-183;

WHEREAS, the Township's met all the requirements of Local Finance Notice 2012-10 by placing a legal advertisement on June 10, 2015 and with no comments made by the June 23, 2015 deadline, met the national cooperative purchasing agreements under the authority of N.J.S.A 52:34-6.2 ; and

WHEREAS, the Public Works Director has recommended and reviewed the purchase of the 2015 Backhus 21.5 Compost Windrow Turner through the Houston-Galveston Area Council (H-GAC Buy) from Ecoverse, as per H-GAC Contract #SM10-14 Street Maintenance Equipment Award Line Item #41H; and

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



Lauren Read, CFO

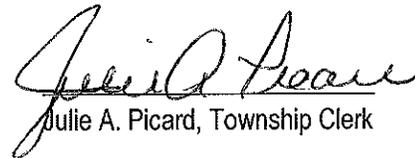
Ord #15-03 C-04-55-416-220

Budget Account

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following award is approved and upon approval of the Resolution, the fully executed Purchase Order shall serve as the Contract. :

Award to:	Ecoverse	
	2016 Backhus 21.5 Compost Windrow Turner	\$404,782.00
	Discount	-\$6,180.00
	Freight Delivery to Public Works Yard	\$2,000.00
	Extended Warranty 3 year/1,500 hours	\$17,000.00
	<b>TOTAL</b>	<b>\$417,602.00</b>

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on July 6, 2015.



Julie A. Picard, Township Clerk

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



Subtotal C: 19,000.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C) = Subtotal D: 423,782.00

Quantity Ordered: 1 X Subtotal of A + B + C: \$ 423,782.00

F. Other Charges, Trade-Ins, Allowances, Discounts, Etc. Description Cost

Additional Discount Due to Delivery Description Cost

Subtotal E: -6,180.00

Delivery Date: 16-20 weeks F. Total Purchase Price (D+E): \$ 417,602.00

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

RESOLUTION # 2015-216

Title: AUTHORIZATION FOR 2015 INCENTIVE AWARD FOR INSURANCE WAIVER

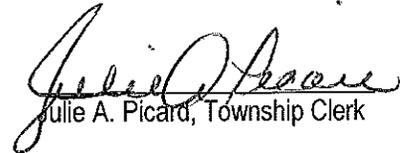
WHEREAS, the employees listed on the attached schedule have waived health insurance and are due an incentive amount per Superior Officers Union and PBA Union Contract, Article 12, Section F, AFSCME Union Contract, Article VII, Section F and Supervisors Contract, Article VI, Section F; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to the attached schedule of employees in the amount of \$56,083.33 is authorized and chargeable to the 2015 Budget account 5-01-23-220-412.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on July 6, 2015.

  
Julie A. Picard, Township Clerk

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

First	Last	Contract Incentive	Months of Waiver	Amount
Mark	Alexander	\$5,000.00	2	\$833.33
Jennifer	Anzelone	\$5,000.00	6	\$2,500.00
Howard	Bailey	\$5,000.00	6	\$2,500.00
William	Barcas	\$5,000.00	6	\$2,500.00
George	Barger	\$5,000.00	6	\$2,500.00
Louis	Bartleson	\$5,000.00	6	\$2,500.00
Martin	Biersbach	\$5,000.00	6	\$2,500.00
Maria	Brewster	\$4,000.00	6	\$2,000.00
Colleen	Crippen	\$5,000.00	6	\$2,500.00
Gary	Douglass	\$5,000.00	6	\$2,500.00
Scott	Douglass	\$5,000.00	6	\$2,500.00
David	Fisher	\$5,000.00	6	\$2,500.00
Patrick	Greene	\$5,000.00	6	\$2,500.00
Anthony	Greto	\$5,000.00	4	\$1,666.67
David	Lepor	\$5,000.00	6	\$2,500.00
Kevin	Lewis	\$5,000.00	6	\$2,500.00
Michael	Majane	\$5,000.00	6	\$2,500.00
William	Mastriana	\$5,000.00	6	\$2,500.00
Michael	Nuscis	\$5,000.00	6	\$2,500.00
Michael	Perry	\$5,000.00	6	\$2,500.00
Mitchell	Plenn	\$5,000.00	6	\$2,500.00
Charles	Ryan	\$5,000.00	5	\$2,083.33
Jennifer	Saunders	\$4,000.00	6	\$2,000.00
Donald	Vanaman	\$5,000.00	6	\$2,500.00

\$56,083.33

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

RESOLUTION #2015- 217

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
LOWER TWP RESCUE	15-01321	1 <sup>ST</sup> PAYMENT- EXPENSES		\$ 10,000.00

Total Bill List \$ 10,000.00

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on July 6, 2015

  
Julie Picard, Township Clerk

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