

December 17, 2012 Resolutions #2012-285 thru 291

- Res. #2012-285 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12 (Contract Update)
- Res. #2012-286 Payment of Vouchers, \$826,606.89
- Res. #2012-287 Authorization for 2012 Incentive Award for Insurance (J. Saunders \$ 4,000.00)
- Res. # 2012-288 Transfer of 2012 Appropriations (\$13,200.00)
- Res. # 2012-289 A Resolution To Ratify The Memorandum of Understanding Between Lower Township and the Lower Township Supervisors Union
- Res. # 2012-290 A Resolution Authorizing Increases for Non Union Employees
- Res. #2012-291 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12 (Employment Relationships)

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

RESOLUTION # 2012-285

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

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

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

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

- _____ (1) **Matters Required by Law to be Confidential:** Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) **Matters Involving Individual Privacy:** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- (4) **Matters Relating to Collective Bargaining Agreement:** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- _____ (5) **Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:** Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- _____ (6) **Matters relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.
- _____ (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on December 17, 2012 that an Executive Session closed to the public shall be held on this date at approximately 10:20 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on December 17, 2012


Julie A. Picard, Township Clerk

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| NEVILLE | | | X | | | |
| DOUGLASS | X | | X | | | |
| LARE | | | X | | | |
| BECK | | | X | | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|---------------------------------------|----------|----------|--------------------------------|--------|-----------------|-------------|----------|---------|
| 00401 KATHLEEN BROWN | 12-03270 | 12/03/12 | CONTRACTUAL REIMBURSEMENT-V | Open | 215.00 | 0.00 | | |
| 00403 BLUE WAVE EXPRESS CAR WASH* | 12-03357 | 12/12/12 | CAR WASH - DPS | Open | 109.00 | 0.00 | | |
| | 12-03374 | 12/13/12 | CAR WASH PLANNING/ZONING | Open | <u>5.00</u> | 0.00 | | |
| | | | | | 114.00 | | | |
| 00406 BLANEY & DONOHUE, PA | 12-00441 | 02/14/12 | 2012 CONTRACT DNE \$50,000 | Open | 4,166.66 | 0.00 | | B |
| | 12-00554 | 02/24/12 | EXP 2012 (\$40K)BAL 28,587.50 | Open | <u>2,200.00</u> | 0.00 | | |
| | | | | | 6,366.66 | | | |
| 00419 RICHARD M BRASLOW, ESQ | 12-03320 | 12/07/12 | PROFESSIONAL SERVICES RENDERED | Open | 124.00 | 0.00 | | |
| 00443 BSN SPORTS INC* | 12-02606 | 09/28/12 | POOL TABLE SUPPLIES | Open | 190.93 | 0.00 | | |
| | 12-03248 | 11/29/12 | SPORTING GOODS | Open | <u>86.78</u> | 0.00 | | |
| | | | | | 277.71 | | | |
| 00452 MATHEW DICKINSON | 11-01391 | 05/16/11 | 2011 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 12-01303 | 05/16/12 | 2012 EQUIP. ALLOWANCE | Open | <u>101.50</u> | 0.00 | | B |
| | | | | | 251.50 | | | |
| 00454 KEVIN LEWIS | 11-01376 | 05/16/11 | 2011 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 12-01291 | 05/16/12 | 2012 EQUIP. ALLOWANCE | Open | <u>74.70</u> | 0.00 | | B |
| | | | | | 224.70 | | | |
| 00739 CAPE MAY VETERINARY HOSPITAL | 12-03293 | 12/05/12 | EUTHANASIA WILDLIFE | Open | 5.00 | 0.00 | | |
| | 12-03310 | 12/07/12 | TNR PROGRAM | Open | <u>281.68</u> | 0.00 | | |
| | | | | | 286.68 | | | |
| 00775 CAPRIONI PORTABLE TOILETS, INC* | 12-03356 | 12/12/12 | MONTHLY RENTAL/SERVICE | Open | 309.25 | 0.00 | | |
| 00784 CAPE MAY STAR & WAVE | 12-03266 | 12/03/12 | ONE INSERTION 11/21/12 | Open | 54.56 | 0.00 | | |
| | 12-03267 | 12/03/12 | ONE INSERTION 11/28/12 | Open | 20.46 | 0.00 | | |
| | 12-03324 | 12/07/12 | ONE INSERTION 12/05/12 | Open | <u>37.20</u> | 0.00 | | |
| | | | | | 112.22 | | | |
| 00807 CDW-GOVERNMENT INC* | 12-03166 | 11/19/12 | INVEST. SUPPLIES | Open | 129.75 | 0.00 | | |
| 00825 COMCAST* | 12-03340 | 12/11/12 | MONTHLY INTERNET-TOWN HALL | Open | 102.19 | 0.00 | | |
| | 12-03377 | 12/13/12 | MONTHLY CABLE FOR MILLMAN CNTR | Open | <u>134.14</u> | 0.00 | | |
| | | | | | 236.33 | | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|-------------------------------------|----------|----------|--------------------------------|--------|-----------------|-------------|----------|---------|
| 00991 COLONIAL ELECTRIC SUPPLY* | 12-02218 | 08/16/12 | LIGHTING IN SHED AT BENNETTS | Open | 90.77 | 0.00 | | |
| 01074 BALDWIN COOKE* | 12-03149 | 11/15/12 | MONTHLY MONITORS 2013 | Open | 137.78 | 0.00 | | |
| 01110 COLLEEN CRIPPEN | 12-03354 | 12/12/12 | LUNCH REIMB 12/11/12 SEMINAR | Open | 20.52 | 0.00 | | |
| 01170 VERIZON WIRELESS* F/S | 12-03341 | 12/11/12 | CELL PHONE SERVICE 10/27-11/26 | Open | 67.46 | 0.00 | | |
| 01171 VERIZON WIRELESS - TOWNHALL | 12-03327 | 12/07/12 | CELL PHONES ACCT 622310837 | Open | 579.54 | 0.00 | | |
| | 12-03378 | 12/13/12 | IPHONES ACCT 10/29-11/28 | Open | 818.46 | 0.00 | | |
| | | | | | <u>1,398.00</u> | | | |
| 01176 DATEL SOFTWARE SOLUTIONS LLC* | 12-02871 | 10/31/12 | ANNUAL CALL SWEET TELEPHONE | Open | 267.00 | 0.00 | | |
| 01201 DELL CORPORATION* | 12-03128 | 11/14/12 | COMPUTER SCREEN | Open | 230.23 | 0.00 | | |
| | 12-03177 | 11/21/12 | COMPUTERS | Open | 1,103.61 | 0.00 | | |
| | | | | | <u>1,333.84</u> | | | |
| 01242 CHARLES J RYAN | 11-01384 | 05/16/11 | 2011 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 12-01286 | 05/16/12 | 2012 EQUIP. ALLOWANCE | Open | 34.98 | 0.00 | | B |
| | | | | | <u>184.98</u> | | | |
| 01246 ROCCO SANSONE | 12-03123 | 11/14/12 | REF PAYMENT FOR SOCCER | Open | 40.00 | 0.00 | | |
| 01280 DON DOUGLASS, JR | 12-03353 | 12/12/12 | CONTRACTUAL REIUMBURSEMENT-V | Open | 310.00 | 0.00 | | |
| 01389 EDDIE'S AUTO BODY* | 12-03235 | 11/28/12 | FRONT END ALIGNMENT | Open | 55.00 | 0.00 | | |
| 01437 ERCO CEILINGS* | 12-02935 | 11/08/12 | REPLACE STORM DAMAGED CEILING | Open | 228.48 | 0.00 | | |
| | 12-02969 | 11/13/12 | REPLACEMENT CEILING TILES | Open | 51.52 | 0.00 | | |
| | | | | | <u>280.00</u> | | | |
| 01450 ERMA DELI* | 12-03379 | 12/13/12 | SAFETY LUNCH 2012 | Open | 325.00 | 0.00 | | |
| 01490 ROBERT FESSLER | 11-01368 | 05/16/11 | 2011 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 12-01304 | 05/16/12 | 2012 EQUIP. ALLOWANCE | Open | 31.90 | 0.00 | | B |
| | | | | | <u>181.90</u> | | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|------------------------------------|----------|----------|--------------------------------|--------|---------------|-------------|----------|---------|
| 01510 WALTER FIORE | 12-03303 | 12/06/12 | CONTRACTUAL REIMBURSEMENT-V | Open | 177.43 | 0.00 | | |
| 01530 FIRE DISTRICT #1 | 12-00665 | 03/08/12 | 2012 TAXES DUE | Open | 153,324.68 | 0.00 | | |
| 01540 FIRE DISTRICT #2 | 12-00663 | 03/08/12 | 2012 TAXES - FIRE DISTRICT #2 | Open | 87,179.40 | 0.00 | | |
| 01550 FIRE DISTRICT #3 | 12-00841 | 03/29/12 | FIRE DISTRICT TAXES | Open | 217,957.50 | 0.00 | | |
| 01577 MIKE FLINN** | 12-03265 | 12/03/12 | PAYMENT TO INSTRUCTOR-JUDO | Open | 770.00 | 0.00 | | |
| 01598 DEARBORN NATIONAL | 12-03271 | 12/03/12 | LIFE INSURANCE DECEMBER 2012 | Open | 510.30 | 0.00 | | |
| 01660 GENERAL SPRING SERVICE* | 12-02938 | 11/08/12 | TRANSMISSION FOR TRUCK#37 | Open | 5,850.00 | 0.00 | | |
| 01750 RYAN HANSBERRY | 11-01371 | 05/16/11 | 2011 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |
| | 12-01297 | 05/16/12 | 2012 EQUIP. ALLOWANCE | Open | <u>117.49</u> | 0.00 | | B |
| | | | | | 267.49 | | | |
| 01772 MARTIN PILING AND LUMBER CO* | 12-03156 | 11/16/12 | ADD. SUPPLIES OUTFALL PROJECT | Open | 1,402.60 | 0.00 | | |
| 01781 HATCH MOTT MACDONALD, LLC* | 12-01428 | 05/30/12 | SERVICES/UNDERGROUND TANKS | Open | 740.00 | 0.00 | | B |
| | 12-01983 | 07/18/12 | BEACH DRIVE PEDESTRIAN ACCESS | Open | 6,060.00 | 0.00 | | B |
| | 12-02197 | 08/13/12 | 2011 DEL. BAY SHORE OUTFALL EX | Open | 11,609.27 | 0.00 | | B |
| | 12-02299 | 08/24/12 | TRAFFIC ENGINEERING PROPOSAL | Open | 17.76 | 0.00 | | |
| | 12-02547 | 09/20/12 | PROFESSIONAL ENGINEERING SERV | Open | 4,315.67 | 0.00 | | B |
| | 12-03155 | 11/16/12 | POST STORM ASSESSMENT/OUTFALLS | Open | 1,513.83 | 0.00 | | |
| | 12-03312 | 12/07/12 | ENGINEERING PROJ# 312804CM10 | Open | 345.00 | 0.00 | | |
| | 12-03313 | 12/07/12 | ENGINEERING PROJ# 315969CM10 | Open | 1,277.93 | 0.00 | | |
| | 12-03314 | 12/07/12 | ENGINEERING PROJ# 315968CM10 | Open | 1,173.00 | 0.00 | | |
| | 12-03315 | 12/07/12 | ENGINEERING PROJ#307856CM10 | Open | 242.21 | 0.00 | | |
| | 12-03316 | 12/07/12 | ENGINEERING PROJ# 313892CM10 | Open | <u>690.00</u> | 0.00 | | |
| | | | | | 27,984.67 | | | |
| 01806 ANTHONY J HARVATT, II, ESQ | 12-00985 | 04/17/12 | BOARD SOLICITOR SALARY | Open | 466.66 | 0.00 | | |
| | 12-03311 | 12/07/12 | RESOLUTIONS CONCERNING... | Open | <u>750.00</u> | 0.00 | | |
| | | | | | 1,216.66 | | | |
| 01820 DARRIN D. HICKOK | 12-01299 | 05/16/12 | 2012 EQUIP. ALLOWANCE | Open | 130.45 | 0.00 | | |
| 02089 K-MART STORE #9133* | 12-03226 | 11/27/12 | CANDY CANES 12CT BOX | Open | 144.00 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|---------------------------------------|----------|----------|--------------------------------|--------|-----------------|-------------|----------|---------|
| 02108 KEEN COMPRESSED GAS CO* | 12-02933 | 11/08/12 | BOTTLED GAS/GARAGE/DPW | Open | 292.64 | 0.00 | | |
| 02140 KINDLE FORD LINC/MERC., INC.* | 12-03231 | 11/28/12 | PARTS FOR POLICE VEHICLES | Open | 832.00 | 0.00 | | |
| | 12-03234 | 11/28/12 | PARTS FOR POLICE VEHICLE | Open | <u>1,993.08</u> | 0.00 | | |
| | | | | | 2,825.08 | | | |
| 02248 LAWMEN SUPPLY* | 12-02031 | 07/24/12 | AMMO | Open | 7,375.30 | 0.00 | | |
| 02334 LOWER TWP CHAMBER OF COMMERCE | 12-03319 | 12/07/12 | CHRISTMAS LUNCHEON 12/13/12 | Open | 125.00 | 0.00 | | |
| 02402 MGL PRINTING SOLUTIONS | 12-02457 | 09/12/12 | W-2 FORMS AND ENVELOPES | Open | 162.00 | 0.00 | | |
| | 12-02947 | 11/09/12 | TAX COLLECTOR SUPPLIES | Open | <u>492.00</u> | 0.00 | | |
| | | | | | 654.00 | | | |
| 03034 SAFEGUARD DOCUMENT DESTRUCTION | 12-02746 | 10/12/12 | DOCUMENT SHREDDING | Open | 598.00 | 0.00 | | |
| 03052 NATIONAL FIRE PROTECTION ASSN* | 12-02966 | 11/13/12 | NFPA MEMBERSHIP DUES | Open | 165.00 | 0.00 | | |
| 03072 NJ STATE LEAGUE OF MUNICIPALIT* | 12-03245 | 11/28/12 | 2012-13 ELECTED OFFICIALS HAND | Open | 54.00 | 0.00 | | |
| 03104 NORTHEAST IND.&MARINE SUPPLY* | 12-02693 | 10/09/12 | PARTS/RDS/SANT/RECY | Open | 1,300.00 | 0.00 | | |
| | 12-03236 | 11/28/12 | PARTS/RDS.SANT/RECY | Open | <u>892.00</u> | 0.00 | | |
| | | | | | 2,192.00 | | | |
| 03109 TRU GREEN CHEMLAWN | 12-00686 | 03/09/12 | FERTILIZER/SLICE SEED | Open | 4,744.00 | 0.00 | | |
| 03160 OFFICE BASICS, INC* | 12-03194 | 11/21/12 | MAGNETIC SIGNS FOR LETTERBOARD | Open | 58.19 | 0.00 | | |
| | 12-03250 | 11/29/12 | OFFICE SUPPLIES | Open | <u>127.14</u> | 0.00 | | |
| | | | | | 185.33 | | | |
| 03202 OMNIS NETWORK* | 12-03260 | 11/30/12 | EMAIL SERVER | Open | 83.40 | 0.00 | | |
| 03279 PARDO'S TRUCK PARTS WHSE* | 12-02689 | 10/09/12 | RDS/SANT/RECY/DPW | Open | 409.94 | 0.00 | | |
| 03280 PARAMOUNT SANITARY SUPPLY* | 12-03256 | 11/30/12 | CLEANING SUPPLIES TWP BUILDING | Open | 1,414.96 | 0.00 | | |
| 03285 PARA PLUS TRANSLATIONS, INC.* | 12-03168 | 11/19/12 | INTERPRETER | Open | 363.35 | 0.00 | | |

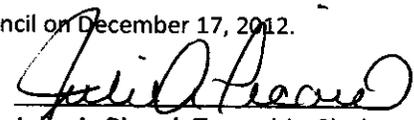
| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|-----------------------------------|----------|----------|------------------------------|--------|-----------------|-------------|----------|---------|
| 03290 PARKWAY VETERINARY HOSPITAL | 12-03338 | 12/10/12 | SHOTS,MEDICAL,ETC | Open | 382.00 | 0.00 | | |
| 03293 BLAINE PAYNTER | 12-03305 | 12/06/12 | CONTRACTUAL REIMBURSEMENT | Open | 37.00 | 0.00 | | |
| 03305 PEDRONI FUEL* | 12-03346 | 12/11/12 | NO LEAD GASOLINE/DPW | Open | 317.89 | 0.00 | | |
| 03366 AMERI-GAS* | 12-03376 | 12/13/12 | FUEL FOR BENNETTS | Open | 238.18 | 0.00 | | |
| 03377 JULIE PICARD | 12-03268 | 12/03/12 | CONTRACTUAL REIMBURSEMENT-V | Open | 228.00 | 0.00 | | |
| 03427 POLAR BEAR* | 12-03221 | 11/27/12 | HVAC | Open | 1,444.67 | 0.00 | | |
| 03466 R & R SPECIALTIES | 12-03318 | 12/07/12 | PLAQUE/DESK WEDGES | Open | 112.50 | 0.00 | | |
| 03518 RIGGINS, INC.* | 12-03302 | 12/05/12 | MONTHLY OFF HIGHWAY DIESEL | Open | 859.15 | 0.00 | | |
| 03611 SERVICE TIRE TRUCK CENTERS* | 12-03164 | 11/19/12 | P23570R16 TIRES FOR #6501 | Open | 492.96 | 0.00 | | |
| | 12-03232 | 11/28/12 | TIRES/RDS/SAN/RECY/DPW | Open | 7,817.30 | 0.00 | | |
| | | | | | <u>8,310.26</u> | | | |
| 03654 SPECIALTY AUTO REPAIR* | 12-03242 | 11/28/12 | ALIGNMENT TK#t3 | Open | 70.00 | 0.00 | | |
| 03692 SOUTH JERSEY GAS CO* | 12-03277 | 12/03/12 | NOVEMBER 2012 ADDITIONAL INV | Open | 354.62 | 0.00 | | |
| 03733 JAMES D. STRICKLAND | 12-03352 | 12/12/12 | CONTRACTUAL REIMBURSEMENT | Open | 1,943.70 | 0.00 | | |
| 03775 LISA A. SCHUBERT | 12-03304 | 12/06/12 | CONTRACTUAL REIMBURSEMENT-V | Open | 250.00 | 0.00 | | |
| 03904 LOWE'S HOME CENTER INC* | 12-03142 | 11/15/12 | OLD ARCHIVE ROOM REPAIRS | Open | 944.45 | 0.00 | | |
| 03958 DEBORAH VAN MOURIK | 12-03279 | 12/03/12 | CONTRACTUAL REIMBURSEMENT-V | Open | 439.00 | 0.00 | | |
| 03971 VERIZON WIRELESS | 12-03337 | 12/10/12 | MDT WIRELESS 10/21-11/20 | Open | 645.18 | 0.00 | | |
| 03985 VILLAS NAPA AUTO PARTS | 12-03233 | 11/28/12 | RDS/SANT/RECY | Open | 1,619.29 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|--------------------------------------|----------|----------|--------------------------------|--------|---------------|-------------|----------|---------|
| 03992 VAL-U AUTO PARTS LLC* | | | | | | | | |
| | 12-02911 | 11/05/12 | RDS/SANT/RECY/DPW | Open | 3,527.79 | 0.00 | | |
| | 12-03141 | 11/15/12 | COMPRESSOR TANK | Open | <u>649.00</u> | 0.00 | | |
| | | | | | 4,176.79 | | | |
| 04085 CHRISTOPHER WINTER (EMPLOYEE) | | | | | | | | |
| | 12-03247 | 11/29/12 | CONTRACTUAL REIMBURSEMENT | Open | 39.00 | 0.00 | | |
| 04089 WIZARD'S FESTIVAL OF FUN, INC* | | | | | | | | |
| | 12-02591 | 09/27/12 | FERRY MERRY XMAS ENTERTAINMENT | Open | 4,235.00 | 0.00 | | |
| | 12-02804 | 10/19/12 | BAND FOR COSTUME PARTY | Open | <u>750.00</u> | 0.00 | | |
| | | | | | 4,985.00 | | | |
| 04090 WIRELESS ELECTRONICS, INC* | | | | | | | | |
| | 12-02829 | 10/24/12 | OEM/ MOTOROLA CM300 VHF 32 CH | Open | 1,350.00 | 0.00 | | |
| 04123 TAMMY DECKER | | | | | | | | |
| | 12-03262 | 12/03/12 | PAYMENT TO INSTRUCTOR-PILATES | Open | 35.00 | 0.00 | | |
| 04124 MOTOROLA | | | | | | | | |
| | 12-02919 | 11/07/12 | ANIMAL CONTROL RADIOS | Open | 2,588.80 | 0.00 | | |
| 04158 HUFFMAN'S FLOOR COVERING* | | | | | | | | |
| | 12-03261 | 11/30/12 | CARPET FOR 2 OFFICES IN TOWNHA | Open | 1,882.88 | 0.00 | | |
| 04176 CHRISTOPHER J WINTER SR*CALEA | | | | | | | | |
| | 12-02442 | 09/11/12 | CALEA ACCREDITATION CONSULTING | Open | 720.00 | 0.00 | | B |
| 04266 NJ DEPT OF HEALTH&SENIOR SVCS | | | | | | | | |
| | 12-03269 | 12/03/12 | STATE DOG LICENSE FEES NOV2012 | Open | 11.40 | 0.00 | | |
| 04300 W B MASON CO INC* | | | | | | | | |
| | 12-02060 | 07/27/12 | OFFICE SUPPLIES | Open | 645.68 | 0.00 | | |
| 05002 BREATHE SAFE FIRE & SAFETY* | | | | | | | | |
| | 12-02830 | 10/24/12 | OEM-SAFETY VEST FOR CERT TEAM | Open | 1,357.00 | 0.00 | | |
| 05068 UCPO POLICE TRAINING* | | | | | | | | |
| | 12-02306 | 08/27/12 | TRAINING | Open | 30.00 | 0.00 | | |
| 5053 ANTHONY GRETO | | | | | | | | |
| | 12-03197 | 11/26/12 | 2011 CLOTHING ALLOWANCE | Open | 50.02 | 0.00 | | |
| 5055 MATTHEW GAMBLE | | | | | | | | |
| | 12-03358 | 12/12/12 | 2011 CLOTHING ALLOWANCE | Open | 50.02 | 0.00 | | |
| ALPHACAR ALPHA CARD SYSTEMS* | | | | | | | | |
| | 12-03185 | 11/21/12 | INK RIBBON FOR ALPHACARDMACHIN | Open | 188.70 | 0.00 | | |
| ANZE JENNIFER ANZELONE | | | | | | | | |
| | 11-01358 | 05/16/11 | 2011 EQUIP. ALLOWANCE | Open | 150.00 | 0.00 | | |

| Vendor # Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------------------------------|----------|----------|--------------------------------|--------|-------------------|-------------|----------|---------|
| BLAUE BLAUER ASSOCIATES INC* | 12-03257 | 11/30/12 | DCA#11-0353-00 OUTFALL/PHASE 2 | Open | 1,950.00 | 0.00 | | |
| BOSNA KAREN MANETTE BOSNA | 12-03264 | 12/03/12 | PAYMENT TO INSTRUCTOR-YOGA | Open | 60.00 | 0.00 | | |
| BRITB BRUCE BRITTON | 12-03124 | 11/14/12 | REF PAYMENT FOR SOCCER | Open | 450.00 | 0.00 | | |
| BRITTON JOSH BRITTON | 12-03121 | 11/14/12 | REF PAYMENT FOR SOCCER | Open | 135.00 | 0.00 | | |
| FRAMEGEO GEORGE FRAME | 12-03119 | 11/14/12 | REF PAYMENT FOR SOCCER | Open | 145.00 | 0.00 | | |
| HOOVER ROBERT HOOVER & SONS INC* | 12-03251 | 11/29/12 | RES 12-271 DUMPTRUCK w/PLOW | Open | 139,121.00 | 0.00 | | |
| | 12-03252 | 11/29/12 | RES 12-270 1-2013 CAB/CHASSIS | Open | 87,795.00 | 0.00 | | |
| | | | | | <u>226,916.00</u> | | | |
| KWISE KELSY WISE | 12-03263 | 12/03/12 | PAYMENT TO INSTRUCTOR-ZUMBA | Open | 200.00 | 0.00 | | |
| READYR ROBERT J. READY | 12-03325 | 12/07/12 | COACHING CERT/BACKGROUND-FOOT | Open | 51.00 | 0.00 | | |
| SYKEJ JOE SYKES | 12-03120 | 11/14/12 | REF PAYMENT FOR SOCCER | Open | 390.00 | 0.00 | | |
| WOLFORD ANNA WOLFORD | 12-03322 | 12/07/12 | COACHING/BACKGROUND REIMB | Open | 51.00 | 0.00 | | |

Total Purchase Orders: 151 Total P.O. Line Items: 359 Total List Amount: 826,606.89 Total Void Amount: 0.00

I hereby certify the foregoing to be a Resolution adopted by the Township Council on December 17, 2012.


Julie A. Picard, Township Clerk

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | | X | | | |
| NEVILLE | | X | X | | | |
| DOUGLASS | X | | X | | | |
| LARE | | | X | | | |
| BECK | | | X | | | |

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2012-287**

**Title: AUTHORIZATION FOR 2012 INCENTIVE AWARD FOR INSURANCE
WAIVER**

WHEREAS, the employee listed below has waived health insurance and is due an incentive amount per AFSCME Union Contract, Article VII, 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 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 Jennifer Saunders in the amount of **\$4,000.00** is authorized and chargeable to the 2012 Budget account 2-01-23-220-412.

I hereby certify the foregoing to be a resolution adopted by the Township Council on December 17, 2013.


Julie A. Picard, Township Clerk

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | | X | | | |
| NEVILLE | | X | X | | | |
| DOUGLASS | X | | X | | | |
| LARE | | | X | | | |
| BECK | | | X | | | |

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

RESOLUTION #2012- 289

TITLE: A RESOLUTION TO RATIFY THE MEMORANDUM OF UNDERSTANDING BETWEEN LOWER TOWNSHIP AND THE LOWER TOWNSHIP SUPERVISORS UNION

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with The Lower Township's Supervisors Union; and

WHEREAS, the parties have reached an agreement in a Memorandum of Understanding which will be utilized to prepare the Collective Bargaining Agreement with the Lower Township Supervisors Union; and

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

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

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to execute the ratified Collective Bargaining Agreement, once prepared, in accordance with and under the terms as outlined herein above, on behalf of the Township.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on December 17, 2012.


Julie A. Picard, Township Clerk

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | X | X | | | |
| NEVILLE | X | | X | | | |
| DOUGLASS | | | | | X | |
| LARE | | | X | | | |
| BECK | | | X | | | |

WORKING DRAFT
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made between the Township of Lower (the Township) and the Lower Township Supervisors Union (Supervisors).

The Township and the Supervisors have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the Township and the Supervisors, which expires on December 31, 2011.

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

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

1. PREAMBLE

- Adjust dates as appropriate.

2. ARTICLE I entitled RECOGNITION

- No changes.

3. ARTICLE II entitled CHECK OFF

- No changes.

4. ARTICLE III entitled SUPERVISORS (FAIR SHARE)

- Add new paragraph F.
“The Supervisors shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the Supervisors to the Township or due to any agency fees deducted by the Township.”

5. ARTICLE IV entitled VACATION

- Revise paragraph A to provide the following vacation allotments for newly hired (not promoted) union members:
- | | |
|--|-------------------------|
| Up to 1 st year of working service | 1 working day per month |
| After 1 year and up to 10 years | 12 working days |
| After 10 th year and up to 20 years | 15 working days |
| After 20 years | 20 working days |

Vacations shall be scheduled only with the approval of the Manager. The Township reserves the right to refuse vacation requests if administrative pressures so require.”

Current union members or those who become members through promotion retain the prior contract’s vacation allotments under Paragraph A.

- Delete paragraph B.
- Revise first sentence of Paragraph D to read “Upon regular retirement or resignation in good standing, an employee will receive remuneration for unused vacation time from the current year and preceding year of the employee’s retirement or resignation in good standing.”

6. ARTICLE V entitled HOLIDAYS

- Revise paragraph A(2) to read as follows: “In the event that any Township employee is required to work on one of the above-designated holidays, he/she shall be compensated at one and one-half (1½) times the employees regular rate of pay, to be paid as part of their regular salary.”
- Revise paragraph A(3) to remove the word “birthday.”

7. ARTICLE VI entitled INSURANCE, HEALTH & WELFARE

- Replace Schedule A under Section (A)(1) with Schedule A attached hereto. Revise Paragraph A(1) to reflect current co-insurance/deductables/co-payments.
- Section E – Revise to read as follows: “The Township retains the right, at its option, to change any of the existing insurance plans or

carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents are greater than or equal to the current plan. Notwithstanding the foregoing, the Township retains the exclusive right to return to the New Jersey State Health Benefit Plan so long as it provides employees with the coverage available under the State Health Benefits Plan that is substantially similar to the employee's current coverage. The Township further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is equal to or better than. In the event the Township changes any of the existing insurance plans or carriers providing such benefits, the Township will give the Supervisors thirty (30) days notice prior to implementing the new Plan or carrier.

- Add New Section J entitled "Cost Contribution" to read as follows: "Bargaining unit members shall contribute to the costs of the Health Benefits Insurance Plan coverages. All bargaining unit members shall pay a portion of health care coverage costs consistent with P.L. 2011, c. 78 (hereinafter "Chapter 78"). In addition, all Bargaining unit members who retire on or after June 28, 2011, shall contribute in accordance with P.L. 2011, c. 78 (hereinafter "Chapter 78")."

8. ARTICLE VII entitled LEAVE OF ABSENCE

- Amend subsection A to read as follows: "Military Leave shall be provided consistent with applicable law."
- Add: "The Township may request documentation from the employee concerning proof of death and a signed statement as to the relationship of the employee to the deceased."

9. ARTICLE VIII entitled GRIEVANCE PROCEDURE

- No changes.

10. ARTICLE IX entitled SICK LEAVE AND RETIREMENT

- Replace the first sentence at beginning of paragraph B with the following: "Employees shall receive a sick leave credit of one (1) working day for each completed month of service during the remainder of the first calendar year of service. Thereafter, all

permanent employees shall be entitled to sick leave on the basis of fifteen (15) days per year.”

- Revise the last sentence of paragraph E to read as follows: “Such examination shall establish whether the employee is capable of performing the essential functions of his/her job and that his/her return will not jeopardize the health or safety of the employee, other employees or of the public.”

- Add subsection G as follows:
G. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

11. ARTICLE X entitled WORK WEEK

- No substantive changes; Re-Letter paragraph “C” to “B”

12. ARTICLE XI entitled WAGES

- Revise Paragraph A to indicate the following wage increases:

1/1/2012 – 0%
7/1/2012 – 2%
1/1/2013 – 2%
1/1/2014 – 2%
1/1/2015 – 2%

- Revise Paragraph B to reflect current practice.
- Revise Paragraph D to reflect proper dates.
- Remove Paragraph F.
- Add new Schedule B reflecting new wage ranges; current employees will remain at their current range with increases contemplated by contract.

13. ARTICLE XII entitled LONGEVITY

- All longevity is eliminated as of 1/1/2012 all unit members will receive a one time \$1200.00 increase of base wages effective 1/1/12 in exchange for the elimination of longevity.

14. ARTICLE XIII entitled CALL IN TIME

- No changes.

15. ARTICLE XIV entitled UNIFORMS/EQUIPMENT

- No changes.

16. ARTICLE XV entitled WORKER'S COMPENSATION

- No changes.

17. ARTICLE XVI entitled GENERAL PROVISIONS

- No changes.

18. ARTICLE XVII entitled SUPERVISOR'S BUSINESS

- No changes.

19. ARTICLE XVIII entitled EQUAL TREATMENT

- Revise paragraph A to read as follows:
 "There shall be no discrimination by the Township or the Union against any employee on account of race, creed, color, national

origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status.”

- Replace paragraphs B and C with the following new paragraph B:
“The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement. Such rules will be equitably applied and enforced. The Union shall have the right to grieve or request impact bargaining with reference to the same within ten (10) working days after the same are posted or disseminated and/or a copy sent to the Union. Failure to grieve or request impact bargaining within the proscribed ten (10) working days shall be deemed an acceptance of the new or modified rules. For the purposes of this article, “working day” shall be defined as Monday through Friday.”

20. ARTICLE XIX entitled SEPARABILITY AND SAVINGS

- No changes.

21. ARTICLE XX entitled MANAGEMENT RIGHTS

- No changes.

22. ARTICLE XXI entitled TERM AND RENEWAL

- January 1, 2012 – December 31, 2015

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

**LOWER TOWNSHIP
SUPERVISORS UNION**

TOWNSHIP OF LOWER

SCHEDULE A



DIRECT ACCESS DESIGN 7 Public 15 Township of Lower

| Benefit | In-Network | Out-of-Network |
|--|---|--------------------------------------|
| Benefit Period | Calendar Year | |
| Deductible | Deductible is Calendar Year. | |
| Individual | None | \$100 |
| Family | None | \$250 |
| Coinsurance | 100% | 70% |
| Maximum Out of Pocket | Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket. | |
| Individual | \$400 | \$2,000 |
| Family | \$800 | \$5,000 |
| Benefit Period Maximum | Unlimited | Unlimited |
| Lifetime Maximum | Unlimited | Unlimited |
| Primary Care Physician Selection | Not Required | |
| Doctor's Office Visits | Not Required | |
| Primary Care Office Visit | 100% after \$15 copay <i>A primary care physician is a general or family practitioner, internist or pediatrician</i> | 70% after deductible |
| Specialist Office Visit | 100% after \$15 copay <i>A referral is not required to visit a specialist.</i> | 70% after deductible |
| Maternity Visits | 100% after \$15 copay <i>Copay applies to 1st visit only</i> | 70% after deductible |
| Allergy Testing and Treatment | 100% | 70% after deductible |
| Preventive Care | Dependent children are eligible for Maternity/Obstetrical Benefits. | |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations | 100% | 70% (no deductible) |
| Well Child Exams | 100% | 70% (no deductible) |
| Well Child Immunizations and Lead Screening | 100% | 70% (no deductible) |
| Diagnostic Procedures | Dependent children are eligible for Maternity/Obstetrical Benefits. | |
| Laboratory | 100% in office or Labcorp 100% in Outpatient facility | 70% after deductible |
| Outpatient X-ray/Radiology Services | 100% in office 100% in Outpatient facility | 70% after deductible |
| <p>CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.</p> <p><i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i></p> | | |
| Hospital Care | 100% after \$50 copay | |
| Inpatient Admission (including maternity) | 100% | 70% after deductible and \$200 copay |
| Room and Board | 100% | 70% after deductible |
| Pre-admission Testing | 100% | 70% after deductible |
| Surgery in Hospital | 100% | 70% after deductible |
| Inpatient Physician Services | 100% | 70% after deductible |
| Outpatient Dept. Services | 100% | 70% after deductible |
| Emergency Care | Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries. | |
| Emergency Room | 90% | |
| Ambulance | 90% | 70% after deductible |



DIRECT ACCESS DESIGN 7 Public 15

Township of Lower

Horizon Blue Cross Blue Shield of New Jersey
 Making Healthcare Work.

| Outpatient Surgery | | |
|---|--|--|
| Hospital Outpatient Surgery | 100% | 70% after deductible |
| Surgery in an Ambulatory SurgiCenter | 100% | 70% after deductible |
| Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs. | | |
| Mental Health Services | | |
| Inpatient | 100% | 70% after deductible and \$200 copay |
| Outpatient department | 100% | 70% after deductible |
| Office setting | 100% after \$15 copay | 70% after deductible |
| Substance Abuse Services | | |
| Inpatient | 100% | 70% after deductible and \$200 copay |
| Outpatient department | 100% | 70% after deductible |
| Office setting | 100% after \$15 copay | 70% after deductible |
| Alcohol Abuse Services | | |
| Inpatient | 100% | 70% after deductible and \$200 copay |
| Outpatient department | 100% | 70% after deductible |
| Office setting | 100% after \$15 copay | 70% after deductible |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212. | | |
| Other Services | | |
| Acupuncture | 100% | 70% after deductible |
| Bariatric Surgery | 100% | 70% after deductible |
| Diabetic Education | 100% after \$15 copay | 70% after deductible |
| Diabetic Supplies | 90% | 70% after deductible |
| Durable Medical Equipment | 90% | 70% after deductible |
| Home Health Care | 100% | 70% after deductible |
| Hospice Care | 100% | 70% after deductible |
| Infertility (including in-vitro fertilization) | 100% after \$15 copay | Limited to 4 egg retrievals per lifetime 70% after deductible |
| Nutritional Counseling | 100% | Limited to 3 visits per benefit period 70% after deductible |
| Orthotics and Prosthetics | 100% after \$15 copay | 70% after deductible |
| Physical Rehabilitation Facility Inpatient Services | 100% | 70% after deductible |
| Private Duty Nursing | 90% | Unlimited 70% after deductible |
| Short-term Therapies: Physical, Occupational, Speech, Respiratory | 100% after \$15 copay | 70% after deductible |
| Skilled Nursing Facility/Extended Care Center | 100% up to 120 days The overall maximum per benefit period is 120 days combined in and out of network. | 70% after deductible up to 60 days |
| Therapeutic Manipulation (Chiropractic Care) | 100% after \$15 copay | 70% after deductible 30 visit maximum per benefit period |
| Vision - Routine Eye Exam | 100% after \$15 copay | Not Covered |
| Vision Hardware | Not Covered | |
| Prescription Drugs | Covered under a freestanding Rx program | |
| Eligibility | Dependent children, including full-time students are covered until the end of the month in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31. | |



DIRECT ACCESS DESIGN 7 Public 15 Township of Lower

Horizon Blue Cross Blue Shield of New Jersey
Making Healthcare Work

| | |
|--------------------------------|--|
| Pre-Existing Conditions | Not Applicable |
| Grandfathered | Not Applicable |
| Prior Authorization | Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com . |
| 24/7 Nurse Line | 24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit. |

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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Three Penn Plaza East, Newark, New Jersey 07105



Horizon Blue Cross Blue Shield of New Jersey

Making Healthcare Fit.

DIRECT ACCESS DESIGN 7 Public 10 Township of Lower

| Benefit | In-Network | Out-of-Network |
|---|--|--------------------------------------|
| Benefit Period | Calendar Year | |
| Deductible | Deductible is Calendar Year. | |
| Individual | None | \$100 |
| Family | None | \$250 |
| Coinsurance | 100% | 80% |
| Maximum Out of Pocket | Maximum Out of Pocket is Calendar Year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket. | |
| Individual | \$400 | \$2,000 |
| Family | \$800 | \$5,000 |
| Benefit Period Maximum | Unlimited | Unlimited |
| Lifetime Maximum | Unlimited | Unlimited |
| Primary Care Physician Selection | Not Required | |
| Doctor's Office Visits | Not Required | |
| Primary Care Office Visit | 100% after \$10 copay A primary care physician is a general or family practitioner, internist or pediatrician | 80% after deductible |
| Specialist Office Visit | 100% after \$10 copay A referral is not required to visit a specialist. | 80% after deductible |
| Maternity Visits | 100% after \$10 copay Copay applies to 1st visit only Dependent children are eligible for Maternity/Obstetrical Benefits. | 80% after deductible |
| Allergy Testing and Treatment | 100% | 80% after deductible |
| Preventive Care | Preventive Care | |
| Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations | 100% | 80% (no deductible) |
| Well Child Exams | 100% | 80% (no deductible) |
| Well Child Immunizations and Lead Screening | 100% | 80% (no deductible) |
| Diagnostic Procedures | Diagnostic Procedures | |
| Laboratory | 100% in office or Labcorp 100% in Outpatient facility | 80% after deductible |
| Outpatient X-ray/Radiology Services | 100% in office 100% in Outpatient facility | 80% after deductible |
| CT/CTA Scans, PET Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment. | | |
| <i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i> | | |
| Hospital Care | Hospital Care | |
| Inpatient Admission (including maternity) | 100% | 80% after deductible and \$200 copay |
| Room and Board | 100% | 80% after deductible |
| Pre-admission Testing | 100% | 80% after deductible |
| Surgery in Hospital | 100% | 80% after deductible |
| Inpatient Physician Services | 100% | 80% after deductible |
| Outpatient Dept. Services | 100% | 80% after deductible |
| Emergency Care | Emergency Care | |
| Emergency Room | 100% after \$25 copay Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries. | |
| Ambulance | 90% | 80% after deductible |

**DIRECT ACCESS DESIGN 7 Public 10
 Township of Lower**

| Outpatient Surgery | | |
|---|--|--|
| Hospital Outpatient Surgery | 100% | 80% after deductible |
| Surgery in an Ambulatory SurgiCenter | 100% | 80% after deductible |
| Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs. | | |
| Mental Health Services | | |
| Inpatient | 100% | 80% after deductible and \$200 copay |
| Outpatient department | 100% | 80% after deductible |
| Office setting | 100% after \$10 copay | 80% after deductible |
| Substance Abuse Services | | |
| Inpatient | 100% | 80% after deductible and \$200 copay |
| Outpatient department | 100% | 80% after deductible |
| Office setting | 100% after \$10 copay | 80% after deductible |
| Alcohol Abuse Services | | |
| Inpatient | 100% | 80% after deductible and \$200 copay |
| Outpatient department | 100% | 80% after deductible |
| Office setting | 100% after \$10 copay | 80% after deductible |
| Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212. | | |
| Other Services | | |
| Acupuncture | 100% | 80% after deductible |
| Bariatric Surgery | 100% | 80% after deductible |
| Diabetic Education | 100% after \$10 copay | 80% after deductible |
| Diabetic Supplies | 90% | 80% after deductible |
| Durable Medical Equipment | 90% | 80% after deductible |
| Home Health Care | 100% | 80% after deductible |
| Hospice Care | 100% | 80% after deductible |
| Infertility (including in-vitro fertilization) | 100% after \$10 copay | 80% after deductible Limited to 4 egg retrievals per lifetime |
| Nutritional Counseling | 100% | 80% after deductible Limited to 3 visits per benefit period |
| Orthotics and Prosthetics | 100% after \$10 copay | 80% after deductible |
| Physical Rehabilitation Facility Inpatient Services | 100% | 80% after deductible |
| Private Duty Nursing | 90% | 80% after deductible Unlimited |
| Short-term Therapies: Physical, Occupational, Speech, Respiratory | 100% after \$10 copay | 80% after deductible |
| Skilled Nursing Facility/Extended Care Center | 100% up to 120 days The overall maximum per benefit period is 120 days combined in and out of network. | 80% after deductible up to 60 days |
| Therapeutic Manipulation (Chiropractic Care) | 100% after \$10 copay | 80% after deductible 30 visit maximum per benefit period |
| Vision - Routine Eye Exam | 100% after \$10 copay | Not Covered |
| Vision Hardware | Not Covered | |
| Prescription Drugs | Covered under a freestanding Rx program | |
| Eligibility | Dependent children, including full-time students are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31. | |
| Prior Authorization | Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com . | |



Horizon Blue Cross Blue Shield of New Jersey
Making Healthcare Work.

DIRECT ACCESS DESIGN 7 Public 10 Township of Lower

24/7 Nurse Line

24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed by registered nurses. 24/7 Nurse Line nurses do not diagnose or recommend any treatment. Instead, they provide the member with the necessary health information needed to make informed medical decisions. This helps members determine if their health ailment requires a doctor's visit.

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

Please note that the benefit highlights are provided for informational purposes. Horizon BCBSNJ makes every effort to provide clear and accurate information pertaining to these benefit highlights. However, because Horizon BCBSNJ generally expects continued guidance from regulators on issues pertaining to Federal health care reform, the information that has been provided is subject to change. Horizon BCBSNJ will provide notice of such changes to members pursuant to State and Federal requirements.

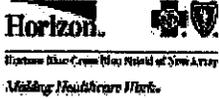
This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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Prescription Drug Program Township of Lower

The Prescription Drug Program covers FDA approved legend drugs. A prescription order from a physician is required for drugs to be eligible. Prescriptions may be refilled within one year of the original prescription date, when authorized by the physician and permitted by law. Any limitations that apply to an original prescription also apply to the refills.

| Type of Program | Generic Drugs | Brand Name Drugs |
|---|---|------------------|
| Two Tier Copayment Plan: | | |
| Retail: Up to a 90 day supply <small>(1 retail copay applies per 30-day supply)</small> | \$3 | \$10 |
| Mail Order: Up to 90 day supply <small>(1 mail order copay applies for the 90-day supply)</small> | \$5 | \$15 |
| Benefit Period Maximum | Unlimited | |
| Plan includes: | Contraceptive drugs & devices obtained at a pharmacy Diabetic Supplies Erectile Dysfunction drugs - limit of 4 per month Fertility Drugs Self-Administered Contraceptives & Injectable Contraceptives | |

Specialty Pharmacy Program:

Certain specialty pharmaceuticals must be obtained from one of the contracted pharmacies. Specialty pharmaceuticals are typically used to treat conditions such as: Adenosine Deaminase Deficiency, Allergic Asthma, Alpha-1 Proteinase Inhibitor Deficiency, Anemia, Crohn's Disease, Cytomegalovirus, Fabry's Disease, Gaucher Disease, Hypercalcemia of Malignancy, Neutropenia, Prostate Cancer, Psoriasis, Pulmonary Hypertension, Respiratory Syncytial Virus, and Rheumatoid Arthritis.

- Personal attention from a pharmacist-led team that provides condition-specific education, medication administration instruction and expert advice to help manage therapy.
- Claims assistance to help determine individual coverage and file the necessary paperwork.
- Easy access to pharmacists and other health experts 24 hours a day, seven days a week.
- Single, reliable source for specialty medication needs.
- Easy ordering with a dedicated toll-free number.
- Confidential and convenient delivery to the location of choice (i.e., home, physician's office.)
- Helpful follow-up care calls to remind when it's time to refill a prescription, check on therapy progress and answer any questions.
- NOTE: Specialty pharmacies are considered "retail" pharmacies and are always subject to the retail copayment levels, even if the specialty pharmaceutical is obtained through the mail.

Exclusions:

- Anti-Obesity Drugs
- Over The Counter Vitamins & Minerals
- Growth Hormones (unless prior authorized)
- Drugs for Cosmetic Purposes
- Immunization Agents and Allergy Serum
- Lifestyle Drugs***

Dependent children, including full-time students, are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.

For more information about your prescription drug plan, please refer to our website at www.horizon-bcbnsj.com under Member Information. Should you have any additional questions, please feel free to contact Member Services at the phone number listed on

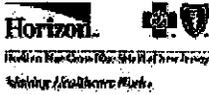
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Prescription Drug Program Township of Lower -Retiree

The Prescription Drug Program covers FDA approved legend drugs. A prescription order from a physician is required for drugs to be eligible. Prescriptions may be refilled within one year of the original prescription date, when authorized by the physician and permitted by law. Any limitations that apply to an original prescription also apply to the refills.

The Horizon Prescription Formulary is a list of prescription medications developed by an independent Pharmacy and Therapeutics (P&T) Committee comprised of practicing physicians and pharmacists in New Jersey. The Horizon P&T Committee determines which drugs will be placed into preferred and non-preferred status within our open formulary. The priority consideration is clinical efficacy and safety, followed by other considerations such as second line therapies, and availability of commonly used and safe generics. At least two drugs from each therapeutic class are placed in the preferred status on the formulary. Once a quality review has determined that two or more drugs are equal to other therapeutic alternatives, the P&T Committee may place the most cost effective drug(s) into preferred status.

| Type of Program | Preferred Generic Drugs | Preferred Brand Name Drugs | Non-Preferred Drugs |
|--|-------------------------|----------------------------|---------------------|
| Three Tier Copayment Plan: | | | |
| Retail: Up to a 90 day supply <small>(1 retail copay applies to the greater of 100 units or a 34-day supply)</small> | \$10 | \$22 | \$44 |
| Mail Order: Up to 90 day supply <small>(1 mail order copay applies for the 90-day supply)</small> | \$5 | \$33 | \$55 |
| Out of Pocket Maximum per benefit Period | \$1,351.00 | | |

Plan Includes:

- Contraceptive drugs & devices obtained at a pharmacy
- Diabetic Supplies
- Erectile Dysfunction drugs - limit of 4 per month
- Fertility Drugs
- Self-Administered Contraceptives & Injectable Contraceptives
- Lifestyle Drugs
- Anti-Obesity Drugs

Specialty Pharmacy Program:

Certain specialty pharmaceuticals must be obtained from one of the contracted pharmacies. Specialty pharmaceuticals are typically used to treat conditions such as: Adenosine Deaminase Deficiency, Allergic Asthma, Alpha-1 Proteinase Inhibitor Deficiency, Anemia, Crohn's Disease, Cytomegalovirus, Fabry's Disease, Gaucher Disease, Hypercalcemia of Malignancy, Neutropenia, Prostate Cancer, Psoriasis, Pulmonary Hypertension, Respiratory Syncytial Virus, and Rheumatoid Arthritis.

- Personal attention from a pharmacist-led team that provides condition-specific education, administration instruction and expert advice to help manage therapy.
- Claims assistance to help determine individual coverage and file the necessary paperwork.
- Easy access to pharmacists and other health experts 24 hours a day, seven days a week.
- Single, reliable source for specialty medication needs.
- Easy ordering with a dedicated toll-free number.
- Confidential and convenient delivery to the location of choice (i.e., home, physician's office.)
- Helpful follow-up care calls to remind when it's time to refill a prescription, check on therapy progress and answer any questions.
- NOTE: Specialty pharmacies are considered "retail" pharmacies and are always subject to the retail copayment levels, even if the specialty pharmaceutical is obtained through the mail.

Exclusions:

- Over The Counter Vitamins & Minerals
- Growth Hormones (unless prior authorized)
- Drugs for Cosmetic Purposes
- Immunization Agents and Allergy Serum

Dependent children, including full-time students, are covered until the end of the calendar year in which they reach the age of 26. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.

For more information about your prescription drug plan, please refer to our website at www.horizon-bcbnsi.com under Member Information. Should you have any additional questions, please feel free to contact Member Services at the phone number listed on your identification card.

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SCHEDULE B

UNIT SALARY RANGES

| TITLE | Salary Low | Salary High |
|-------------------------------------|-------------------|----------------------------|
| Superintendent of Public Works | \$75,000 | Incumbent's Current Salary |
| Asst. Supt. Of Public Works | \$66,000 | Incumbent's Current Salary |
| Supervisor of Garage Services | \$66,000 | Incumbent's Current Salary |
| Supervisor of Buildings and Grounds | \$59,000 | Incumbent's Current Salary |
| Director of Planning | \$60,000 | Incumbent's Current Salary |
| Tax Assessor | \$60,000 | Incumbent's Current Salary |
| Construction Official | \$52,000 | Incumbent's Current Salary |
| Tax Collector | \$60,000 | Incumbent's Current Salary |
| Superintendent of Parks and Rec. | \$56,000 | Incumbent's Current Salary |
| Coordinator of Fed. and State Aid | \$50,000 | Incumbent's Current Salary |
| Court Administrator | \$55,000 | Incumbent's Current Salary |
| Deputy Mun. Court Administrator | \$45,000 | Incumbent's Current Salary |
| Purchasing Agent | \$45,000 | Incumbent's Current Salary |
| General Supervisor of Public Works | \$59,000 | Incumbent's Current Salary |

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

RESOLUTION # 2012-290

TITLE: AUTHORIZING INCREASES FOR NON UNION EMPLOYEES

WHEREAS, the Township has negotiated contracts with the Lower Township Supervisors Union; and

WHEREAS, certain employees and titles are not covered by any union.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that certain non-union employees as shown on the attached list be granted increases as noted on Schedule A.

I hereby certify the foregoing to be a Resolution adopted by the Township Council at a meeting held on December 17, 2012


Julie A. Picard, Township Clerk

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | | | X | | | |
| NEVILLE | | X | X | | | |
| DOUGLASS | X | | X | | | |
| LARE | | | X | | | |
| BECK | | | X | | | |

SCHEDULE A

INCREASES PURSUANT TO THE SUPERVISOR'S UNION CONTRACT 2012-2015

| <u>Department</u> | <u>Name</u> | <u>Title</u> |
|-------------------|-----------------|-----------------|
| Clerk | Picard, Julie A | Municipal Clerk |
| Finance | Read, Lauren | CFO |

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

RESOLUTION # 2012-291

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

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

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

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

- _____ (1) **Matters Required by Law to be Confidential:** Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- _____ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- _____ (3) **Matters Involving Individual Privacy:** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- _____ (4) **Matters Relating to Collective Bargaining Agreement:** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- _____ (5) **Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:** Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- _____ (6) **Matters relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.
- _____ (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

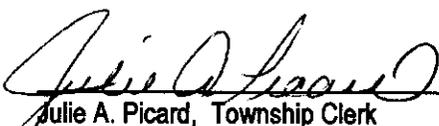
X (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer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

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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on December 17, 2012 that an Executive Session closed to the public shall be held on this date at approximately _____ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on December 17, 2012


 Julie A. Picard, Township Clerk

| | MOTION | SECOND | AYE | NAY | ABSTAIN | ABSENT |
|----------|--------|--------|-----|-----|---------|--------|
| CONRAD | X | | X | | | |
| NEVILLE | | | X | | | |
| DOUGLASS | | X | X | | | |
| LARE | | | | | X | |
| BECK | | | X | | | |