

REORGANIZATION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

JANUARY 3, 2011 - 7:00 P.M.

Meeting called to order.

Opening Announcement

Pledge of Allegiance & Moment of Respect

Oath of Office - Thomas Conrad, Ward 1, Erik Simonsen, Ward 2 & Glenn Douglass, Ward 3

Roll Call & Determination of Quorum

Work Session

Review of Consent & Regular Agenda signatories

Public Comment/Questions on Agenda Items

Consent Agenda

- Resolution #2011-01, Appointment of Municipal Solicitor for 2011 Without Public Bidding (Mike Donohue)
- Resolution #2011-02, Appointment of Municipal Engineer for the Year 2011 Without Public Bidding (reappointment of Hatch Mott McDonald Engineers)
- Resolution #2011-03, Appointment of Municipal Auditor for the Year 2011 Without Public Bidding (*reappointment Ford Scott Seidenburg & Kennedy*)
- Resolution #2011-04, Appointment of Bond Counsel for the Year 2011 Without Public Bidding (*reappointment of Mc Manimon & Scotland*)
- Resolution #2011-05, Appointment of Municipal Judge (Thomas Hillegass replacing David DeWeese who retired)
- Resolution #2011-06, Appointment of Municipal Prosecutor for the Year 2011
- Resolution #2011-07, Appointment of Municipal Public Defender for the Year 2011
- Resolution #2011-08, Appointment of Emergency Management Council for the Year 2011 (Annual Required Appointments)
- Resolution #2011-09, Appointment of Class III Member to the Planning Board (Kevin Lare)
- Resolution #2011-10, Appointment of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (Annual Resolution)
- Resolution #2011-11, Appointment of JIF Risk Management Consultant, (Marsh & McLennan Agency)
- Resolution #2011-12, Establishment of Council Meeting Dates and Times (1st & 3rd Mondays except holidays)
- Resolution #2011-13, Setting the Interest Rate for Delinquent Taxes (Statutorily regulated)
- Resolution #2011-14, Designation of Official Depositories (annual resolution listing all banks, accounts & authorized signatories)
- Resolution #2011-15, Designation Of Official Newspapers for Legal Advertising for the Year 2011 (Star & Wave & Herald)
- Resolution #2011-16, Authorizing Payment of 2011 Debt Service
- Resolution #2011-17, Annual Approval of Petty Cash Funds (Police Dept. & Treasurer's Office)
- Resolution #2011-18, Adopting Cash Management Plan (annual adoption)
- Resolution #2011-19, Resolution to Defer The Regional School Tax (annual resolution)
- Resolution #2011-20, Adopting 2011 Temporary Current Budget
- Resolution #2011-21, Approving 2011 Contract with Cape Assist (EAP Program)
- Resolution #2011-22, Authorizing Clerk to Issue Bingo & Raffle Licenses Throughout the Year to Qualified Organizations
- Resolution #2011-23, Designation of Public Agency Compliance Officer for the Township of Lower (annual resolution)
- Resolution #2011-24, Authorization for Public Bidding (Annual resolution for bidding throughout the year)
- Resolution #2011-25, Transfer of 2010 Appropriations, \$2,000 (from Gasoline to Natural Gas)
- Resolution #2011-26, Authorization for the Payout of Accumulated Sick Leave (\$38,221.73)
- Resolution #2011-27, Payment of 2011 Vouchers, \$3,127,057.31
- Resolution #2011-28, Authorizing the Payment of 2010 Vouchers, \$118,742.02
- Approval of Minutes December 20, 2010

Regular Agenda

- Resolution #2011-29, Resolution Appointing Michael Voll as Manager

Administrative Reports

Personnel Action Report

Council Comments

Call to the Public

Adjournment

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

RESOLUTION #2011-01

TITLE: APPOINTMENT OF MUNICIPAL SOLICITOR FOR 2011 WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire legal counsel as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, Michael Donohue has submitted a proposal indicating that they will provide the goods or services described hereinabove for a total price of _____; and

WHEREAS, the CFO has determined sufficient funds are available in the current budget as follows:
 Appropriation # _____ Signature _____

WHEREAS, has completed and submitted a Business Entity Disclosure Certification which certifies that they have 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 the 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 appoints Michael Donohue as Solicitor and approves the contract with Michael Donohue for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on January 3, 2011.

 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-02

TITLE: APPOINTMENT OF MUNICIPAL ENGINEER FOR THE YEAR 2011 WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal engineer as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and Hatch Mott MacDonald Engineers has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$485,000; and

WHEREAS, the anticipated term of this contract is *one* year and may be extended as approved by this governing body; and

WHEREAS, the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # various capital outlay

Signature [Handwritten Signature]

WHEREAS, Hatch Mott MacDonald Engineers has completed and submitted a Business Entity Disclosure Certification which certifies that Hatch Mott MacDonald Engineers 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 the Hatch Mott Macdonald Engineers 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 Hatch Mott MacDonald Engineers 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 a true copy of a Resolution adopted by the Township Council at a meeting held on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-03

TITLE: APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2011 WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal 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 has determined and certified in writing that the value of the acquisition will exceed \$17,500, and Ford Scott & Associates, L.L.C. has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$39,200; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 1001-2011-001-001

Signature [Handwritten Signature]

WHEREAS, Ford Scott & Associates, L.L.C. has completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott & Associates, L.L.C. 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 the Ford Scott & Associates, L.L.C. 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 & Associates, L.L.C. 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 a true copy of a Resolution adopted by the Township Council at a meeting held on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-04

**TITLE: APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2011
WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire bond counsel as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Mc Manimon & Scotland has submitted a proposal indicating that they will provide the goods or services described above; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # _____

Signature _____

WHEREAS, Mc Manimon & Scotland has completed and submitted a Business Entity Disclosure Certification which certifies that Mc Manimon & Scotland 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 the Mc Manimon & Scotland 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 Mc Manimon & Scotland 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 a true copy of a Resolution adopted by the Township Council at a meeting held on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-05

TITLE: APPOINTMENT OF MUNICIPAL JUDGE

WHEREAS, N.J.S.A. 2B:12-4, the Township Council of the Township of Lower is required to appoint an attorney licensed to practice law in the State of New Jersey to the position of Municipal Court Judge; and

NOW, THEREFORE, BE IT RESOLVED that F. Thomas Hillegass, Esquire, is hereby appointed by the Township Council of the Township of Lower as the Lower Township Municipal Court Judge for a term commencing on the date of this Resolution and continuing until December 31, 2013;

FURTHER RESOLVED that F. Thomas Hillegass, Esquire as the Lower Township Municipal Court Judge, shall perform all duties required pursuant to the New Jersey statutes, regulations and Lower Township ordinances including, without limitation, N.J.S.A. 2B:12-4; and

FURTHER RESOLVED that F. Thomas Hillegass, Esquire as the Lower Township Municipal Court Judge, shall be paid a salary of \$42,452.37 in 2011, \$43,301.42 for 2012 and \$44,167.45 in 2013 without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days in each of the years listed.

FURTHER RESOLVED that any notices of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, be duly published in the Township's official newspaper.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-06

TITLE: APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2011

WHEREAS, there exists a need for the service of a Municipal Prosecutor in the Township of Lower in the County of Cape May, State of New Jersey; and

WHEREAS, the maximum amount of the contract is \$18,500.00 plus \$80.00 per hour for Special Court sessions and funds are available in the current fund entitled Office of the Township Solicitor - Salary & Wages as evidenced by the Chief Financial Officer's Certification & signature _____; and

WHEREAS, the Local Public Contracts Law (N.S.J.A. 40A:11-5 et seq.) requires that the resolution authorizing the award of contracts for Professional Services without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower in the County of Cape May as follows:

The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Mary Bittner.

This contract is awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law as the contract is for a service performed by a person authorized by law to practice a recognized profession that is regulated by law.

A notice of this action shall be printed once in the Township's Official newspaper.

I hereby certify this is the original resolution adopted by the Township Council at the meeting of Jan. 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-07

TITLE: APPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR 2011

WHEREAS, there exists a need for the service of a municipal public defender in the Township of Lower in the County of Cape May, State of New Jersey; and,

WHEREAS, the amount of the contract is \$ 11,200.00 and funds are available in the current fund entitled Office of the Public Defender - Salary & Wage as evidenced by the Chief Financial Officer's signature _____; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for Professional Services without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower of Lower in the County of Cape May as follows:

The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with

This contract is awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law as the contract is for a service performed by a person authorized by law to practice a recognized professional that is regulated by law.

A notice of this action shall be printed once in the Township's Official newspaper.

I hereby certify this is the original resolution adopted by the Township Council on Jan 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-08

TITLE: ANNUAL APPOINTMENT OF EMERGENCY MANAGEMENT COUNCIL

WHEREAS, the Township is required to annually appoint the Emergency Management Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, the governing body thereof, that the following persons are hereby appointed to the Emergency Management Council for 2011.

NAME	CATEGORY	NAME	CATEGORY
Michael Beck	1	Thomas Conrad	1
Richard Harron	2	Edward Donohue	2 & 3
James Godfrey	2	Joan Koeck	2 & 4
Dave Perry	2 & 4	Gary Douglass	2
Brian Marker	2	Rich Harron, Jr.	2
Dave Lepor	2 & 3	Lew McGonigal	2
Art Treon	2	Carol Kapurelos	2
Michael DeMarcantonio	5		

BE IT FURTHER RESOLVED the following individuals be appointed as Deputy OEM Coordinators for 2011:

1. Chief Edward Donohue
2. James Godfrey
3. Joan Koeck
4. David Perry

I hereby certify this resolution was adopted by the Township Council at their meeting of Jan. 3, 2011.

 Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-09

TITLE: APPOINTMENT OF CLASS III MEMBER TO THE PLANNING BOARD

WHEREAS, the term of, Kevin Lare, Class III Member on the Lower Township Planning Board, expired on Dec. 31, 2010, and

WHEREAS, Kevin Lare is interested in serving and also holds the Council At Large seat on Council, and.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following person is hereby reappointed to the Lower Township Planning Board as follows.

<u>Name</u>	<u>Type/Class</u>	<u>Exp. Date</u>
Kevin Lare	Class III	12-31-2011

I hereby certify the foregoing to be a resolution adopted by the Township Council on Jan. 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-10

**TITLE: CONFIRMATION OF OFFICIALS FOR JOINT INSURANCE FUND
AND MUNICIPAL EXCESS LIABILITY FUND**

WHEREAS, it is necessary for the Township to designate certain persons for the receipt of notices and processing of claims for the Joint Insurance Fund, and

WHEREAS, the Township is desirous of updating the records of the Atlantic County Municipal Joint Insurance Fund with changes.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following persons are named in the capacity listed for the Joint Insurance Fund for 2011 and shall remain in said positions until changed by resolution:

Fund Commissioner	Claudia Kammer
Alt. Fund Commissioner	Kathleen McPherson
Claims Coordinator	Marie LoMonaco
Risk Management Consultant	Marsh & McLennan Agency
Safety Coordinator	Brian Marker, Police Captain
Township Clerk	Claudia R. Kammer, Township Clerk

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2011-11**

TITLE: APPOINTMENT OF JIF RISK MANAGEMENT CONSULTANT

WHEREAS, the Governing Body of the Township of Lower is a member of the Atlantic County Municipal Joint Insurance Fund, a self insurance pooling fund, following a detailed analysis and;

WHEREAS, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws and;

WHEREAS, the Bylaws indicate a fee not to exceed six percent (6%) of the municipal assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body and;

WHEREAS, N.J.S.A. 40A: 11-5 (1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspcifiable service; and

WHEREAS, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant's are clearly an extraordinary unspcifiable service which therefore render competitive bidding impractical;

NOW, THEREFORE, be it resolved that the governing body of the Township of Lower does hereby appoint Marsh & McLennan Agency as its Risk Management Consultant in accordance with 40A:11-5 for a fee of Two and one half percent (2.5%) of the combined ACMJIF & MELJIF net assessment amount of \$956,269, as per their proposal, and;

BE IT FURTHER RESOLVED that the governing body is hereby authorized and directed to execute the Consultant's Agreement annexed hereto an to cause a notice of this decision to be published according to N.J.S.A. 40A: 11-5 (1), (a), (i).

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					



The NIA Group
510 Bank Street Commons
PO Box 477
Cape May, NJ 08204
609 884 8431 800 642 3710
Fax 866 795 1284
www.niagroup.com

November 29, 2010

Margaret Vitelli, Purchasing Agent
Lower, Township Of
2600 Bayshore Road
Villas, NJ 08251

RE: Atlantic County Municipal JIF
2011 Risk Management Consultant Agreement

Dear Ms. Vitelli:

In response to your recent request that we submit a Proposal Letter for the 2011 Risk Management Consultant services to the Township of Lower, we respectfully submit the following terms:

2.5% Fee based on the amount of the Township's 2011 Combined ACMJIF & MELJIF Net Assessment amount of \$956,269 making the total assessment \$980,176 in lieu of the \$984,957 amount reflected in the Assessment Certification

Enclosed are copies of the 2011 Agreement and Resolution. If any additional information is desired, please contact our office.

Very truly yours, -

Barbara A. Weigand
Senior Vice President

Encl.

LOWERTOW

^A
**MARSH &
MCLENNAN**
AGENCY
L I C C O M P A N Y

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

RESOLUTION #2011-12

TITLE: ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower was held on January 3, 2011 at which time it was necessary to establish the official Council Meeting dates and times.

NOW, THEREFORE, BE IT RESOLVED that Council Meetings be held in the Meeting Room of Township Hall beginning at 7:00 p.m. prevailing time on the first and third Monday of each month with the exception of the holiday dates designated below when the meeting will be held on the date listed. The annual schedule of Council meetings shall be posted on the official Township bulletin board at the Township Hall. Unless otherwise provided by law, all of the above described meetings shall be open to the public.

Meeting of January 17 shall be changed to January 19
Meeting of February 21 shall be changed to February 23
Meeting of July 4 shall be changed to July 6
Meeting of September 5 shall be changed to September 7

I hereby certify this is the original resolution adopted by the Township Council at the meeting of January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-13

TITLE: SETTING THE INTEREST RATE FOR DELINQUENT TAXES

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 3, 2011 at the Township Hall, Villas, New Jersey, and

WHEREAS, R.S. 54:4-67 as amended authorizes municipalities to fix a rate of interest to be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent. Delinquency is to be calculated on the sum of all taxes from year to year and not be calculated on an individual year basis, and N.J.S.A. 40A:5-17.1 provides that a municipality may authorize the cancellation of tax delinquencies of less than Ten (\$10.00) Dollars.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Township Council of the Township of Lower, that interest be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent in accordance with R.S. 54:4-67 and that the rate of interest shall be eight percent (8%) based on a 365 day year on the first \$1,500.00 of delinquency and eighteen per cent (18%) based on a 365 day a year on any amount in excess of \$1,500.00 to be calculated from the date the tax was payable until the date of actual payment. Interest will stay at eighteen per cent (18%) until taxes are completely current. No interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same become payable.

FURTHER RESOLVED that a penalty of 6% shall be levied against a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay the delinquency prior to the end of the calendar year. This 6% penalty shall also apply to delinquency in excess of \$10,000.00 to third party lien holders and that an additional penalty shall be levied against tax sale certificates as follows:

When the taxes, interest and cost shall exceed the sum of \$200.00, such additional sum shall be equal to 2% of such amount paid.

When the taxes, interest and costs shall exceed the sum of \$5,000.00, such additional sum shall be equal to 4% of such amount paid; and when that sum exceeds \$10,000, such additional sum shall be equal to 6% of such amount paid. This section is retroactive only as to existing municipally held certificates but acts prospectively with regard to certificates held by third parties as of March 28, 1991.

FURTHER RESOLVED that the Tax Collector be and hereby is directed to collect interest on delinquents at the aforesaid rate.

FURTHER RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector is hereby authorized to process, without further action on the part of the Township Council, the cancellation of any property tax delinquency of less than Five (\$5.00) Dollars.

FURTHER RESOLVED, that a Certified Copy of this Resolution be provided by the Municipal Clerk to the Tax Collector and the Chief Financial Officer.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Twp. Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-14

TITLE: DESIGNATION OF OFFICIAL DEPOSITORIES

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, the official depositories for the Township funds shall be: Sturdy Savings & Loan, Crest Savings, Cape Savings, Bank of America, PNC, NJ Cash Management Fund and MBIA;

BE IT FURTHER RESOLVED that all disbursements by check require two signatures unless noted otherwise and shall be signed by the following officials:

<u>ACCOUNT</u>	<u>AUTHORIZED OFFICIALS</u>
Municipal Court Account – General (One signature required)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account Bail (One signature required)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Payroll Account (One signature required)	CFO, Asst. Treasurer, Township Clerk, or Asst. Twp. Clerk
Payroll-Flexible Spending Account (One signature required)	CFO, Asst. Treasurer, Township Clerk, Asst. Twp. Clerk or AFLAC representative
Tax Redemption Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Tax Premium Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Checking Account	Mayor, Deputy Mayor, Twp. Clerk, Asst. Twp. Clerk, CFO, Asst. Treasurer
Dog Damage Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Unemployment Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Grants Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Revitalization Savings Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Economic Development Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Historic Commission Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Joint Housing Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

Police Investigative Trust Account	Police Chief, Police Captain(s), CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Police Forfeiture Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Community Police Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Local Law Enforcement Block Grant	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Developer's Escrow Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Harbortown (Escrow Savings)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
MBIA-Current Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
MBIA-Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
NJ Cash Management Fund – Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

BE IT FURTHER RESOLVED that the use of electronic signatures for the signatures of the Mayor, Township Clerk and Chief Financial Officer is hereby authorized.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

 Claudia R. Kammer, RMC, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-15

TITLE: DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL ADVERTISING FOR THE YEAR 2011

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 3, 2011 at the Township Hall, Villas, New Jersey; and,

WHEREAS, it has been deemed necessary to select a newspaper to serve as the official publication of all Township advertising; and,

WHEREAS, it has been deemed necessary to designate a second newspaper for the publication of all meeting notices required under the Open Public Meetings Law; and

WHEREAS, it has been deemed necessary to establish a fee to cover the cost of providing notice of all public meetings to any persons requiring such notices,

NOW, THEREFORE, BE IT RESOLVED by the Township of Lower, the governing body thereof, that the official newspaper for all Township advertising, including notices of public meetings, shall be the Cape May Star & Wave.

BE IT FURTHER RESOLVED that the second newspaper to be utilized for publication of all notices of public meetings as required by the Open Public Meetings Law shall be The Herald.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-16

Title: AUTHORIZING PAYMENT OF 2010 DEBT SERVICE

WHEREAS, the amounts listed below are owed for debt service in the current year 2011 and are due on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for debt service payments be made through one annual resolution so that such payments are made in a timely and efficient manner, and

WHEREAS, funds for debt service are available in the 2011 budget appropriations for Bond Principal, Bond Interest, Note Interest, Loan Principal and Loan Interest as certified by the Chief Financial Officer _____

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following debt service payments are hereby authorized:

<u>DATE</u>	<u>TOTAL</u>	<u>PRIN</u>	<u>INT</u>	
1/15/2011	73,556.25		73,556.25	BOND
2/9/2011	24,873.28	18,271.34	6,601.94	LOAN
2/15/2011	9,327.48	6,454.66	2,872.82	LOAN
3/7/2011	27,982.44	19,753.20	8,229.24	LOAN
4/1/2011	936,625.00	800,000.00	136,625.00	BOND
6/15/2011	53,125.00		53,125.00	BOND
7/15/2011	713,556.25	640,000.00	73,556.25	BOND
8/9/2011	24,873.28	18,454.06	6,419.22	LOAN
8/15/2011	9,327.48	6,519.21	2,808.27	LOAN
9/7/2011	27,982.44	20,351.74	7,630.70	LOAN
10/1/2011	124,625.00		124,625.00	BOND
12/15/2011	553,125.00	500,000.00	53,125.00	BOND
	<u>2,578,978.90</u>	<u>2,029,804.21</u>	<u>549,174.69</u>	

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, RMC, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYES					
NAYS					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-17

TITLE: ANNUAL APPROVAL OF PETTY CASH FUNDS

WHEREAS, N.J.S.A. 40A: 5-21 authorizes the establishment of a Petty Cash fund; and

WHEREAS, it is the desire of the Township Council of the Township of Lower, County of Cape May to approve the following petty cash funds:

<u>Location</u>	<u>Amount</u>	<u>Custodian</u>
Treasurer's Office	\$100.00	Lauren Read, CFO Colleen Crippen, Asst. Treas.
Police Department	\$250.00	Chief Edward Donohue Captain Brian Marker

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May hereby approves the use of petty cash funds as defined by N.J.S.A. 40A: 5-21.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-18

TITLE: ADOPTING THE CASH MANAGEMENT PLAN

WHEREAS, it is in the best interest of the Township of Lower to earn additional revenue through the investment and prudent management of its cash receipts; and

WHEREAS, P.L. 1983, Chapter 8, approved January 18, 1983 is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A: 5-2 and N.J.S.A. 40A5-14; and

NOW, THEREFORE BE IT RESOLVED, the following shall constitute the Cash Management Plan for the Township of Lower and the Treasurer shall deposit and manage its funds pursuant to this plan:

Definitions

1. Treasurer shall mean the Treasurer of the Township of Lower
2. Fiscal Year shall mean the twelve-month period ending December 31.
3. Cash Management Plan shall mean that plan as approved by resolution.

Designation of Depositories

At least once each fiscal year the governing body shall by resolution designate the depositories for the Township of Lower in accordance with N.J.S.A. 40A: 5-14. In addition to the designation, the Township of Lower may make deposits with the State of New Jersey Cash Management Fund in accordance with N.J.S.A. 40A: 5-14.

Audit Requirement

The cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A: 5-4.

Authority to Invest

The governing body shall pass a resolution at its first meeting of the fiscal year designating the Township of Lower officials who shall make and be responsible for municipal deposits and investments.

Investment Instruments

The Treasurer shall invest at his/her discretion in any investment instrument as approved by the State of New Jersey in accordance with N.J.S.A. 40A: 5-15.1.

Resolution #2011-18 - ADOPTING CASH MANAGEMENT PLAN (Continued)

Records and Reports

The Treasurer shall report all investments in accordance with N.J.S.A. 40:5-15.2.

At a minimum the Treasurer shall:

- Keep a record of all investments.
- Keep cash position records that reveal, on a daily basis, the status of the cash in its bank accounts.
- Confirm investments with the governing body at the next regularly scheduled meeting.
- Report monthly to the governing body as to the status of cash balances in bank accounts, revenue collection, interest rates and interest earned.

Cash Flow

1. The Treasurer shall ensure that the accounting system provides regular information concerning the cash position and investment performance.

2. All moneys shall be turned over to the Treasurer and deposited in accordance with N.J.S.A. 40A: 5-15.

3. The Treasurer is authorized and directed to invest surplus funds of the Township of Lower as the availability of the funds permit. In addition, it shall be the responsibility of the Treasurer to minimize the possibility of idle cash by depositing the moneys in interest bearing accounts wherever practical and in the best interest of the Township of Lower.

4. The Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.

Schedule of Statutory Payments

1. Fire Districts are to be paid in accordance with N.J.S.A. 40A: 14-79. Statutory tax payments are made to each district as follows:

- 21.25% on or before April 1
- 22.50% on or before July 1
- 25.00% on or before October 1
- 31.25% on or before December 31

The Lower Township Fire District No. 2 has requested that their payments be made in the following increments:

- 40% due April 1
- 30% due July 1
- 20% due October 1
- 10% due on or before December 31

Resolution #2011-18 - ADOPTING CASH MANAGEMENT PLAN (Continued)

Annual Allowance Amounts

The Township of Lower has authorized participation in a flexible spending account for the employees. The flexible spending account allows a portion of the employee's salary to be redirected to provide reimbursement for allowable medical expenses. At the beginning of each plan year, a specific dollar amount must be elected. For 2011, the allowable amount is \$1,500.00.

Banking Policies

Periodically, the Treasurer will utilize the competitive contracting process to request proposals from local banking institutions to provide banking services for the Township. This is to assure that banking services being provided to the Township are based on a competitive "bidding" process. The Township will have the option to extend the contract if it is in the best interest of the Township to do so. At least once every year the Treasurer will evaluate current banking services to assure compliance with the specifications contained in the contract and any new services that may become available in the banking industry. A detailed banking policy will be kept in the Office of the Treasurer detailing the Township's specific banking requirements.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-19

TITLE: RESOLUTION TO DEFER THE REGIONAL SCHOOL TAX

WHEREAS, by statute, when a municipality raises school taxes on a school year basis, an amount of not more than 50% of the school levy may be deferred to the following year, and

WHEREAS, the 2010 Regional School Levy was \$11,661,607.01 and not more than 50% is \$5,830,803.50.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the governing body thereof, that it desires to defer regional school taxes to the year 2011 in the amount of \$5,830,803.51.

I hereby certify the foregoing to be a resolution adopted by the Township Council on
January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-20

TITLE: ADOPTING 2011 TEMPORARY CURRENT BUDGET

WHEREAS, N.J.S.A. 40A: 4-19 provides that where any contracts, commitments or payments are to be made prior to the final adoption of the 2011 Budget, temporary appropriations should be made by resolution prior to January 30th of the fiscal year; and

WHEREAS, the total of the appropriations so made shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year, excluding appropriations made for interest and debt redemption charges and capital improvement fund; and

WHEREAS, the total appropriations of the 2010 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is \$21,657,161.30; and

WHEREAS, 26.25% of the total appropriations in the 2010 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is \$5,685,004.84.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the 2010 Temporary Current Budget is set in an amount not to exceed \$5,685,004.84.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, RMC, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYES					
NAYS					
ABSTAIN					
ABSENT					

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

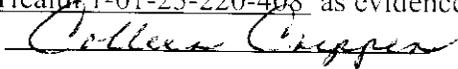
RESOLUTION #2011-21

TITLE: APPROVING 2011 CONTRACT WITH CAPE ASSIST

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.

WHEREAS, the Township is desirous of renewing its contract with Cape May County Council on Alcoholism and Drug Abuse, Inc. administered by Cape Assist for the Employee Assistance Program, and

WHEREAS, the contract amount for 2011 is Twenty-One Dollars (\$21) per employee currently based on 153 employees for a total of Three Thousand Two Hundred Thirteen Dollars (\$3213.00) and funds are available in the current fund entitled Group Health 1-01-23-220-408 as evidenced by the Assistant Treasurer's signature below



NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk are hereby authorized to sign the contract agreement for the year 2011.

I hereby certify that the foregoing resolution was adopted by the Township Council at the meeting of January 3, 2011.

Claudia R. Kammer, Twp. Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION 2011-22

TITLE: AUTHORIZING THE CLERK TO ISSUE BINGO & RAFFLE LICENSES THROUGHOUT THE YEAR TO QUALIFIED ORGANIZATIONS

WHEREAS, the Township Clerk receives applications throughout the year from various organizations to conduct bingo and/or raffle games within Lower Township, and

WHEREAS, the below listed applicants have obtained their state registration from NJ Legalized Games of Chance and have been in good standing with the Township for many years, and

WHEREAS, there appears to be no reason to deny said licenses for 2011 providing all paperwork is completed and required fees have been paid.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, the governing body thereof, that the Township Clerk is authorized to issue bingo/raffle licenses for 2011 to the following organizations as applicable throughout the year.

- | | |
|---|---|
| Cape Regional Medical Center Aux. | National Quilters Assoc. of CMC, #279 |
| Christ Child Society of CMC | St. John Neumann - St. Raymond's Holy Name Society |
| Erma Volunteer Fire Company | St. John Neumann - St. Raymond's Catholic Church |
| Friends of Historic Cold Spring Village | St. John Neumann - St. John of God Altar Rosary Society |
| Greater Cape May Elks Lodge | St. John Neumann - St. John of God Catholic Church |
| Knights of Columbus | Townbank Volunteer Fire Company |
| Lower Cape May Regional Little League | VFW Post 5343 Lt. Charles Buddy Lewis |
| Lower Township Optimist Club | Vietnam Vets of America - Chapter #602 |
| Make A Wish Foundation | Villas Volunteer Fire Co. |

FURTHER RESOLVED, the Clerk may issue additional Bingo & Raffle Licenses to organizations not listed above upon a valid LGCC ID certificate and all appropriate paperwork and fees.

I hereby certify this is the original resolution adopted by the Township Council at the meeting January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-23

TITLE: DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER FOR LOWER TOWNSHIP

WHEREAS, in accordance with N.J.A.C. 17:27-3.2, each public agency shall designate an individual to serve as its Public Agency Compliance Officer (P.A.C.O.); and

WHEREAS, the Public Agency Compliance Officer is the liaison between Lower Township and the Division of Public Contracts Equal Employment Opportunity Compliance for all matters concerning implementation and administration of the statute; and

WHEREAS, the Public Agency Compliance Officer is responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and the service providers. The P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

NOW, THEREFORE, BE IT RESOLVED that Margaret Vitelli be appointed the Public Agency Compliance Officer for the Township of Lower.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-24

TITLE: AUTHORIZATION FOR PUBLIC BIDDING

WHEREAS, the Township is required to publicly bid certain items during the course of the year in accordance with the Local Public Contracts Law, and

WHEREAS, the Township may also desire to obtain public bids on certain other items that may become necessary during the course of the year but which are not required to be publicly bid.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Qualified Purchasing Agent is hereby authorized to obtain public bids as necessary for items or services 2011 as they become necessary in accordance with the Local Public Contract Law.
2. The Township Engineer's Office is also hereby authorized to obtain public bids for engineering projects required by the Township during the course of the year.

BE IT FURTHER RESOLVED that all contracts awarded through public bidding be made a resolution of the Township Council and the required Chief Financial Officer's certification as to the availability of funds for the items/services to be procured.

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-25

Title: TRANSFER OF 2010 APPROPRIATIONS

WHEREAS, N.J.S.A. 40A: 4-59 provides for appropriation transfers during the first three months of the succeeding year when it has been determined that any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during the preceding year, which were chargeable to said appropriation, and there is an excess in any appropriation reserve over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey that the following transfers, and totaling \$2,000.00 be made between the 2010 budget appropriation reserves.

<u>LINE ITEM</u>		<u>ACCT. NUMBER</u>	<u>TO</u>	<u>FROM</u>
NATURAL GAS	OE	0-01-31-446-299	2,000.00	
GAS AND DIESEL FUEL	OE	0-01-31-460-299		2,000.00
			<u>2,000.00</u>	<u>2,000.00</u>

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYES					
NAYS					
ABSTAIN					
ABSENT					

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

RESOLUTION #2011-26

TITLE: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

WHEREAS, the employees listed on the attached schedule have accrued sick time due from the Township and per union contract the Township will at the employees request, annually buy back five (5) days of unused sick leave in December of any year, from employees who have not used more than five (5) sick days that calendar year.

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 Assistant Treasurer as evidenced by signature *Catherine Crupper* that adequate funding is available for such payment in this years budget for Salaries and Wages

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to the employees listed on the attached schedule not to exceed the amount of \$38,221.73 is authorized and chargeable to the 2010 Budget:

I hereby certify the foregoing to be a resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

RESOLUTION #2011-27

JANUARY 3, 2011 REORGANIZATION MEETING

Lower Township Board of Ed	Due 1/01/11	1,437,188.90
Lower Cape May Regional	Due 1/15/11	1,166,160.70
Edmunds & Associates	Due 1/01/11	18,861.00
Atlantic County JIF	Due 1/15/11	245,493.00
NIA Group – Recreation Liability	Due 1/01/11	10,694.00
Cape Assist – Employee Assistance	Due 1/01/11	3,213.00
Barber Consulting Services	Due 1/01/11	5,000.00
Lower Township MUA	Due 1/01/11	1,160.00
Blue Cross/Blue Shield – Med D	Due 1/01/11	3,087.09
NJ State Health Benefits	Due 1/15/11	220,310.68
Ft. Dearborn Life Insurance	Due 1/01/11	572.83
Brian Marker, Custodian Petty Cash	Due 1/01/11	250.00
Colleen Crippen, Custodian	Due 1/01/11	100.00
Delta Dental	Due 1/01/11	14,966.11
	TOTAL:	3,127,057.31

I certify the foregoing to be a Resolution adopted by the Lower Township Council on January 3, 2011

 Claudia R. Kammer, RMC.
 Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYES					
NAYS					
ABSTAIN					
ABSENT					

12/29/10
15:41:43Lower Township
Bill List By Vendor Id

Page No: 1

RESOLUTION #2011-28

P.O. Type: All
Range: First to Last
Format: Condensed

Include Project Line Items: Yes

Open: N Rcvd: Y Paid: N
Held: Y Aprv: N Void: N
Bid: Y State: Y Other: Y

Vendor # Name

PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00153		ATLANTIC CITY ELECTRIC*					
10-03276	12/22/10	DECEMBER, 2010	Open	8,368.42	0.00		
00177		ANACONDA SPORTS INC.*					
10-02602	10/13/10	WRESTLING EQUIPMENT	Open	694.60	0.00		
10-02879	11/04/10	MISC. BASKETBALL ITEMS	Open	225.10	0.00		

				919.70			
00195		B.F. MOLZ, INC*					
10-02359	09/20/10	2011 CALENDERS	Open	122.51	0.00		
00205		ROBERT BAILEY JR*					
10-03270	12/22/10	SHOE ALLOWANCE FOR 2010/DPW	Open	88.54	0.00		
00271		AHERA CONSULTANTS INC*					
10-03116	12/06/10	2ND TESTING MOLD	Open	875.00	0.00		
00301		BELMONT AND CRYSTAL SPRINGS*					
10-03183	12/14/10	BOTTLED WATER - REC CENTER	Open	129.29	0.00		
10-03213	12/14/10	BOTTLED WATER FOR DPW	Open	36.92	0.00		

				166.21			
00594		COLEA*					
10-02500	10/04/10	ANNUAL DUES	Open	400.00	0.00		
00611		COUNTY OF CAPE MAY					
10-03251	12/20/10	GAS/DIESEL/ NOVEMBER, 2010	Open	23,231.01	0.00		
00616		ANIMAL ALLIANCE OF CAPE					
10-03223	12/17/10	TNR & SPAY/NEUTER PROGRAM	Open	205.00	0.00		
10-03246	12/20/10	2010 PETSMAST GRANT	Open	430.00	0.00		
10-03247	12/20/10	TNR AND SPAY/NEUTER PROGRAM	Open	255.00	0.00		

				890.00			
00739		CAPE MAY VETERINARY HOSPITAL					
10-03224	12/17/10	TNR PROGRAM	Open	45.00	0.00		
00784		CAPE MAY STAR & WAVE					
10-03248	12/20/10	LEGALS	Open	73.78	0.00		
10-03252	12/20/10	LEGALS	Open	39.06	0.00		

				112.84			
00991		COLONIAL ELECTRIC SUPPLY*					
10-02623	10/14/10	MISC. ELECTRIC SUPPLIES	Open	350.00	0.00		

12/29/10
15:41:43

Lower Township
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01127 GAYLE CROOKSTON	10-03221	12/17/10	CONTRACTUAL REIMBURSEMENT	Open	317.00	0.00		
01225 DOLLAMUR SPORT SURFACES*	10-02567	10/12/10	7 PIECES 7-100LBS.EA.	Open	8,876.00	0.00		
01281 JEFFREY DOUGLASS	10-03269	12/22/10	SHOE ALLOWANCE FOR 2010/DPW	Open	114.99	0.00		
01330 THOMAS EAGAN	10-03272	12/22/10	SHOE ALLOWANCE FOR 2010/DPW	Open	51.00	0.00		
01365 GARY DOUGLASS	10-03309	12/28/10	REIMB PURCHASE OF TRASH CAN	Open	24.96	0.00		
01389 EDDIE'S AUTO BODY*	10-03104	12/06/10	REPAIR CAR #123	Open	1,795.40	0.00		
01480 E-Z PASS	10-03292	12/28/10	ENFORCEMENT ACTION-FIRE SAFETY	Open	26.00	0.00		
01502 PAMELA FELDER	10-03280	12/23/10	CONTRACTUAL REIMBURSEMENT	Open	23.78	0.00		
01519 TOM FOLS ELECTRICALCONTRACTOR*	10-03169	12/13/10	MISC.PARTS AND LABOR/SIGN	Open	350.00	0.00		
	10-03260	12/21/10	SUPPLY & INSTALL NEW	Open	1,250.00	0.00		
	10-03281	12/27/10	POWER SUPPLY ON SIGN TRAILER	Open	250.00	0.00		

					1,850.00			
01526 GERALD FINNEGAN	10-03267	12/22/10	SHOE ALLOWANCE FOR 2010/DPW	Open	187.96	0.00		
01641 GALL'S INC*	10-02528	10/06/10	ENTRY SHIELD	Open	2,995.00	0.00		
01713 PATRICK GREENE	10-03241	12/17/10	CONTRACTUAL REIMBURSEMENT	Open	65.00	0.00		
01781 HATCH MOTT MACDONALD, LLC*	09-01942	07/10/09	PROF SVC DPS ROOFING SYSTEM	Open	398.00	0.00		B
	10-02579	10/13/10	PKE LOT PHASE 2 - RES 2010-250	Open	3,327.50	0.00		B
	10-03145	12/08/10	ROOFING SYSTEM - REC CENTER	Open	716.00	0.00		B

					4,441.50			
01857 SERVICE STATION SERVICE INC*	10-02670	10/20/10	GAS MAINTENANCE	Open	11,546.00	0.00		
01859 HESS CORPORATION	10-03279	12/23/10	ELECTRICITY	Open	6,308.59	0.00		

12/29/10
15:41:43

Lower Township
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02006 MEDIA PASSPORT*	10-03062	11/30/10	COMPUTER SERVICE	Open	2,069.00	0.00		
02119 MALONEY REALTY	10-03290	12/27/10	RETURN OF STREET VACATION	Open	400.00	0.00		
02136 TED KINGSTON INC*	10-03156	12/10/10	BATTERY/ANTENNA/LABOR	Open	599.70	0.00		
02228 DAVID LASERRE	10-03268	12/22/10	SHOE ALLOWANCE FOR 2010/DPW	Open	80.98	0.00		
02247 LAWSON PRODUCTS, INC.*	10-02909	11/08/10	SUPPLIES FOR RDS/SANT/RECY/DPW	Open	1,649.27	0.00		
02709 ANTHONY MONZO*	10-03244	12/20/10	LITIGATION EXPENSE OCT, 2010	Open	4,297.96	0.00		
	10-03245	12/20/10	LITIGATION EXPENSE NOV, 2010	Open	6,326.04	0.00		

					10,624.00			
03020 NJ DIVISION OF MOTOR VEHICLES	10-03254	12/21/10	REGISTRATION 2 NEW VEHICLES	Open	120.00	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*	10-03099	12/01/10	ACCREDITATION - 2010	Open	1,666.66	0.00		
03177 OCEAN CREST PRINTING*	10-03063	11/30/10	CONTRACTOR STICKERS 2011	Open	310.00	0.00		
	10-03110	12/06/10	BUSINESS CARDS ACO MONTGOMERY	Open	25.00	0.00		

					335.00			
03202 OMNIS NETWORK*	10-03096	12/01/10	LOWER TWP POLICE DEPT WEB HOST	Open	83.40	0.00		
03241 SARGENT OSHEA	10-03315	12/29/10	CONTRACTUAL REIMBURSEMENT	Open	626.50	0.00		
03274 P & J GAS SERVICE*	10-03091	12/01/10	PROPANE FOR PATCH TRUCK/DPW	Open	36.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	10-03108	12/06/10	TRASH BAGS/DPW	Open	79.80	0.00		
03305 PEDRONI FUEL*	10-03064	11/30/10	annex building fuel	Open	529.35	0.00		
	10-03258	12/21/10	FUEL OIL FOR REC/MILLMAN	Open	2,095.88	0.00		
	10-03326	12/29/10	FUEL OIL FOR REC. CENTER	Open	2,851.27	0.00		

					5,476.50			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03366	AMERI-GAS*	10-03257	12/21/10	PROPANE FOR BENNETT'S	Open	875.63	0.00		
03427	POLAR BEAR*	10-03226	12/17/10	EMERGENCY CALL	Open	344.90	0.00		
03466	R & R SPECIALTIES	10-03151	12/09/10	PLAQUE FOR WAYNE MAZUREK	Open	45.00	0.00		
03608	SEAWAVE CORPORATION*	10-03291	12/28/10	LEGAL NOTICE	Open	7.29	0.00		
03660	SIRCHIE FINGERPRINT LAB. INV.*	10-03061	11/30/10	ROTARY IDENTIFICATION SIGN	Open	112.69	0.00		
03902	DONALD VANAMAN JR	09-01356	05/20/09	2009 EQUIP ALLOW	Open	145.67	0.00		
		10-03227	12/17/10	training meals	Open	84.59	0.00		

						230.26			
03920	RAYMOND GARRISON	10-03271	12/22/10	SHOE ALLOWANCE FOR 2010/DPW	Open	265.37	0.00		
03931	STERLING IRRIGATION INC*	10-03163	12/10/10	WINTERIZE JOHNATHAN HOFFMAN	Open	75.00	0.00		
03935	STAPLES BUSINESS ADVANTAGE*	10-03103	12/06/10	KEY PAD/CASSETTES/CART	Open	446.94	0.00		
		10-03147	12/08/10	KEY PADS/BOCA SUPPLIES	Open	305.68	0.00		

						752.62			
03969	VERIZON	10-03277	12/22/10	PHONE SERVICE	Open	373.50	0.00		
03978	USPS ACCT#48503619	10-03312	12/28/10	POSTAGE FOR METERS	Open	3,000.00	0.00		
03998	VINELAND GUIDANCE CENTER*	10-03157	12/10/10	PSYCHOLOGICAL EVALUATIONS	Open	350.00	0.00		
04089	WIZARD'S FESTIVAL OF FUN, INC*	10-02476	09/30/10	FERRY MERRY CHRISTMAS PARTY	Open	4,335.00	0.00		
04105	PITNEY BOWES GLOBAL FINANCIAL	10-01617	06/18/10	MONTHLY PYMT - MAIL MACHINES	Open	451.00	0.00		
04111	RYAN DEVINE	10-03222	12/17/10	BASKETBALL REFUND	Open	25.00	0.00		
04275	CLARKTON, LLC*	10-01074	04/28/10	2010 FIELD MAINTENANCE	Open	2,200.00	0.00		B

12/29/10
15:41:43

Lower Township
Bill List By Vendor Id

Page No: 5

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04300 W B MASON CO INC*	10-03239	12/17/10	PAPER - DPS	Open	539.80	0.00		
04301 SEASHORE ASPHALT CORPORATION*	10-03141	12/08/10	ASPHALT FOR PAVING/DPW	Open	662.00	0.00		
BOSNA KAREN MANETTE BOSNA	10-03275	12/22/10	YOGA INSTRUCTOR	Open	40.00	0.00		
G-DEP DEPTCOR*	10-01404	06/08/10	SETS PICNIC TABLE PTWCE-301	Open	1,701.00	0.00		
MALONEYR RICHARD & JUDY MALONEY	10-03314	12/29/10	RETURN UNUSED ESCROW	Open	8.50	0.00		
MPHIN MPH INDUSTRIES*	10-03060	11/30/10	TUNING FORK/POWER CABLE	Open	292.27	0.00		
Total Purchase Orders:		78	Total P.O. Line Items:	161	Total List Amount:	114,726.05	Total Void Amount:	0.00

**Lower Township
Bill List
01/03/11**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
NJ Dept of Treasury	10-03243	NJDEP Tideland License	43936	12/20/10	863.00
NJ Dept of Treasury	10-03242	Tidelands Processing Fee	43935	12/20/10	100.00
Fire District #1	10-03297	Supplemental Fire Services	44038	12/28/10	1,099.24
Fire District #2	10-03310	Supplemental Fire Services	44039	12/28/10	1,465.08
Fire District #3	10-03311	Supplemental Fire Services	44040	12/28/10	488.65
Total Manual Checks				\$	4,015.97
Total brought forward from computer generated bill list				\$	114,726.05
TOTAL BILL LIST				\$	<u>118,742.02</u>

I certify the foregoing to be a Resolution adopted by the Township Council on January 3, 2011.

Claudia R. Kammer, RMC, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYES					
NAYS					
ABSTAIN					
ABSENT					

Regular & Work Session Meeting Minutes -December 20, 2010

The regular meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on December 20, 2010 at 7:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad
Councilmember Wayne Mazurek
Councilmember Glenn Douglass
Deputy Mayor Kevin Lare
Mayor Michael Beck

Also present: Anthony Monzo, Solicitor, Kathleen McPherson, Manager and Asst. Clerk Horwath

WORK SESSION

Presentations - CAL All Stars Fall 2010 & Councilman Wayne Mazurek

Mayor Beck said he and Deputy Mayor Lare would hand out certificates to the team members.

Mayor Beck said it would be the last meeting for Councilmember Mazurek and he would be missed. He had confidence that Eric would fill his shoes well. He mentioned that at times they hadn't always agreed. He said if you show up all the times and vote you were considered a good Councilman. He said Wayne became a great Councilman by doing the things that were the hardest and that was fight. He said they fought together and a few occasions they didn't agree but you could rely on him to defend the town. He said he didn't always take the easy way.

Mayor Beck presented Councilmember Mazurek with a plaque for his service to the Township.

Councilmember Mazurek thanked the people in Ward II for their support had some help from some special people along the way. He appreciated the employees of the Township and the support of his family. He said over the years he had worked under three different Mayors and Deputy Mayors and different Council people and said their business differences never got personal and he hoped it stayed that way because that how business should be ran. He also thanked Kathleen McPherson and said she had been a big help.

Div. Of Fish & Wildlife - Ponder Lodge Discussion/Update

Lorie Pettigrew, Southern Regional Planner, Lee Widjeskog, Superintendent for the Souther Region and David Golden who worked with the endangered species also a Township resident had a lot to do with Ponder Lodge in developing the plan. She said they were moving forward in naming it Cox Hall Creek Wildlife Management Area. She wanted to address the trails and what would be done with them during demolition. She said now that Stockton wasn't part of the picture anymore the State was moving

Regular & Work Session Meeting Minutes -December 20, 2010

forward in the demolition of the buildings. She said they had a prebid meeting scheduled for tomorrow and hoped to have the buildings down by February or March. She said part of the plan was to remove some of the trails and leave the interior space as a wildlife refuge and keep most of the activity out of there. She said any dead end trails would be removed and there would be a trail around the perimeter of the property. She went over the various trails that would be in place. She mentioned they planned to have an observation platform off of Cox Hall Creek and once the restoration took place there would be nice marsh to view from that spot.

Ms. Pettigrew said they planned to make the trail around the lake handicap accessible. She said they were removing all the parking lots except the one on Shawmount and near the banquet hall. She said the only building remaining on site would be the maintenance building. She said they would be moving forward with restoration of different habitats on the property and had already been planting trees. She said there would be grassland areas and wildflower meadows. She listed some of the birds and wildlife that the plants would attract. She said two years high school classes helped plant some trees. She said some volunteers were out collecting the blue bird boxes and restoring them once they were done they would be looking for volunteers to monitor the boxes.

Ms. Pettigrew spoke a little about maintaining the trails to keep them cut back.

Councilmember Douglass said some residents were concerned if there would be a buffer between the fence and their property.

Ms. Pettigrew said they had a plan to put vegetation and plants along the fence line.

Councilmember Douglass asked about access to the property.

Mr. Widjeskog said one of the plans was to open the gate at Delaware Avenue because that was the only way to get in to the other parking lot. He said from Shawmount was the only way to get in to walk. He said Springtime would only be opened to have access to the maintenance building. He said they didn't have any plans for other access.

Councilmember Douglass asked if the property would be monitored by rangers or would anyone be on site.

Mr. Widjeskog said there would be no rangers but they would monitor the trails and keep them clear. He said there was a crew stationed at Higbee's and they would come on a weekly basis to check the trails.

He said if there were any issues to give him a call. He hoped this would be an example throughout the State. He said there was no money for a full time person but there was money to keep it maintained.

He said the contractors would be out there in February and it should take them a couple months.

Councilmember Douglass asked about the pool being removed.

Mr. Widjeskog said everything was going.

Ms. Pettigrew said they planned to stock the large pond with trout. She mentioned the work they would be doing around the lake.

There was discussion it wasn't possible to close the property off at night.

Mr. Widjeskog said you could not be on the property from 9:00 p.m. to 5:00 a.m. and also mentioned they didn't expect or encourage hunting.

Review of Consent & Regular Agenda Items

Councilmember Conrad said he would like to add a closed session to discuss appointments .

Councilmember Conrad motioned to add the resolution seconded by Councilmember Mazurek. The

Regular & Work Session Meeting Minutes -December 20, 2010

resolution was adopted by the following roll call vote: Councilmember Conrad, "yes", Councilmember Mazurek, "yes", Councilmember Douglass, "yes", Deputy Mayor Lare, "yes", Mayor Beck "yes".

Deputy Mayor Lare asked the Manager if cost estimates were submitted on Resolution #318 and wanted to make a motion to table the resolution until they had a cost estimate. He said it was for a walking path between Freeman Douglass Park and the High School. He asked the Manager if the letter from the school said they were going to share the cost.

Manager McPherson said that was for the grant application portion. The school committed to \$5,000.00 for the construction part.

Deputy Mayor Lare said he would like to see the path but felt \$16,000.00 in engineering fees was a lot and would like to hold off on it for now.

Deputy Mayor Lare motioned to table the resolution seconded by Councilmember Conrad. The resolution was adopted by the following roll call vote: Councilmember Conrad, "yes", Councilmember Mazurek, "yes", Councilmember Douglass, "yes", Deputy Mayor Lare, "yes", Mayor Beck "yes".

Public Comment on Consent Agenda

There were no comments on the consent agenda.

Consent Agenda

- | | |
|---------------------|---|
| Approval of Minutes | December 6, 2010 |
| Res. #2010-309, | Payment of Vouchers, \$580,652.94 |
| Res. #2010-310, | Approval of Precious Metals License for Adele Christensen t/a Adele's Jeweled Treasurers for the Year 2011 (annual renewal) |
| Res. #2010-311, | Authorization for Refund of Taxes (2 properties - paid twice) |
| Res. #2010-312, | Bid Acceptance & Contract Award for One (1) Chassis Mount 25 Yard Municipal Leaf Loader (Granturk - \$36,087.00) |
| Res. #2010-313, | Cops in Shops Program |
| Res. #2010-314, | Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$1,200.00 Cops in Shops) |
| Res. #2010-315, | Transfer of 2010 Appropriations (\$23,000.00) |
| Res. #2010-316, | Authorizing Pay Out of Terminal Leave (B. Moore) |
| Res. #2010-317, | Authorization to Cancel Uncashed Checks (3 checks - Total \$.03) |
| Res. #2010-318, | Resolution Approving Project Proposal Between Hatch Mott Macdonald and the Township of Lower for Engineering Services Related to Freeman S Douglass Memorial Park Pedestrian Path to Lower Cape May Regional (Total Phase 1 & 2 - \$16,500) |
| Res. #2010-319, | Resolution Approving Project Proposal Between Hatch Mott Macdonald and the Township of Lower for Engineering Services Related to Reconstruction of Nevada Avenue (\$3,600) |
| Res. #2010-320, | Resolution Authorizing A Joint Purchase with the Lower Township MUA For A Used Excavator (not to exceed \$75,000) |

Regular & Work Session Meeting Minutes -December 20, 2010

Councilmember Douglass motioned to adopt the consent agenda, seconded by Councilmember Conrad. The consent agenda was adopted by the following roll call vote: Councilmember Conrad, "yes", Councilmember Mazurek, "yes", Councilmember Douglass, "yes", Deputy Mayor Lare, "yes", Mayor Beck "yes".

Regular Agenda

Ord. #2010-11, An Ordinance Establishing Water Conservation Requirements, 2nd rdg. (requested by MUA) was presented for second reading and final adoption. The Clerk announced the ordinance was posted and published to law and copies were available in the Clerk's office.

Mayor Beck opened the meeting for public comment.

There were no comments.

Mayor Beck closed the public portion.

Councilmember Douglass motioned to adopt the ordinance, seconded by Councilmember Lare. The ordinance was adopted by the following roll call vote: Councilmember Conrad, "yes", Councilmember Mazurek, "yes", Councilmember Douglass, "yes", Deputy Mayor Lare, "yes", Mayor Beck "yes".

Administrative Reports

Personnel Action Report

October Report Municipal Judge

November Reports Animal Control, Clerk's Office, Construction Office (WCM & Lower), Dog Licenses, Engineer, Fire Safety, Municipal Court, Tax Office, Treasurer, Vital Statistics

Council Comments

FEMA Reimbursement

Councilmember Conrad said he would like authorization to send a letter to Senator Van Drew to look into the Township's reimbursement from FEMA for the storms. He said the money was sitting at the State.

Mayor's Advisory Board

Councilmember Conrad said he would like to pull the ordinance for the MAB and had some concerns for it and would like to tinker with it.

Mayor Beck asked what kind of concerns.

Councilmember Conrad said it was the Faulkner Act. He said he would like it more as a citizen advisory board and said it seemed one member of Council had more privileges.

Mayor Beck disagreed and felt they did a lot of good.

Councilmember Conrad wished Councilmember Mazurek good luck in retirement. He also congratulated Steve Church who achieved his Eagle Scout and wished everyone a Merry Christmas.

Councilmember Mazurek

Councilmember Douglass also wished Councilmember Mazurek good luck he knew him from being a teacher at school and was a mentor to him. He said he would be missed. He wished everyone a Merry Christmas and Happy New Year.

Deputy Mayor Lare said he played for Councilmember Mazurek when he was a coach in school and had a lot of respect for him. He said he did it with dignity and they may have disagreed on things but it was never personal. He said he wasn't sure if he was a better Coach or Councilmember and wished him and his family the best.

Regular & Work Session Meeting Minutes -December 20, 2010

Councilmember Mazurek said he would miss the Township and his time here. He said it was rewarding some of the unseen things that were accomplished. He thanked Kathy for her work as Manager. He said it was a great Township and hoped great things would continue.

Mayor Beck wished all a Merry Christmas and a peaceful one.

Advertisement for Township Manager

Mayor Beck asked Council who put the ad in the paper for the Manager position.

Deputy Mayor Lare said he gave it to the Township Clerk and asked to have it shared with Council.

He said he would produce emails that showed government in his estimation not in the open but on the internet. He said it was operating as a whole but being ran by one person behind the scenes.

Mayor Beck said it was at a closed session discussed briefly that an ad would be place and accept resumes. He had a problem with the ad and it's content and how the ad was place. He said if you were going to advertise in the League for a Manager an ad was about the fourth thing on the list. He said if there was a rush to do it, which he didn't understand since the Manager's contract was until March 4th why wasn't it put on for a work session where they could discuss what to put in the ad. He said one of the things the League advised is have a discussion on what qualifications to look for also include the department heads and the public.

Mayor Beck stated the ad was ran for eight days and who made that decision. He asked what was spent on advertising and where was it advertised. He said many decisions were made and were not done by Council as a body he said they operate as a body. He said the emails that went back and forth didn't include the Solicitor. He had an opinion from the Solicitor dated July that said using email to discuss issues and communicate decisions among a majority of the governing body was an area of scrutiny for sunshine law violations. He felt some kind of committee should have been formed to work on the ad. He said he refused to respond on internet votes. He said he would provide copies of the emails to the media.

Deputy Mayor Lare said to make sure he included the help wanted ad from two years ago for the Manager. He sent it to Claudia and he understood that was how the Solicitor wanted it done. He said leave it him to have a problem with a help wanted ad. If he wanted 5 years experience he should have said so.

Mayor Beck referred to the closed session in 2008 and the reason they didn't advertise was they didn't need to seek a Manager, they had Kathleen McPherson.

Councilmember Douglass asked if the matter was available to the public.

Mayor Beck recited a portion of the closed session where each Councilmember said they had no problems with Kathy when the opening occurred. He said they weren't looking to advertise but if they were it needed to be done in as a body or in the open.

Deputy Mayor Lare asked when the minutes were from.

Mayor Beck said Dec. 1, 2008.

Deputy Mayor Lare asked Mayor Beck if he was saying the first communication he had with him or any other Councilmember prior to that meeting was in closed session.

Mayor Beck said they had ran together.

Deputy Mayor Lare said he didn't answer the question and repeated the question.

Mayor Beck said he would be quite frank, he didn't remember but what he did remember was they didn't have to polictic for her because everyone knew they wanted her as Manager. He said if they didn't want her they should have said something. He said it wasn't a situation where they were advertising. He said once it was decided to advertise it was imperative they sat down to do it as a body and not at the initiative of one person over the internet with people voting to confirm the ad. He said he would not vote to pay for the ad.

Mayor Beck again asked what was the rush, he read a portion of Kathleen's contract that states at the sole discretion of the employer and the approval of the governing body the actual start date shall be earlier than March 4, 2011 and

Regular & Work Session Meeting Minutes -December 20, 2010

felt she wouldn't see March 4th. He said he only had the microphone to defend himself and if people stepped out of line he would point it out.

Public Comments

Joe Boyle wished everyone a Merry Christmas.

Appointments

Joe Winters asked if there was a meeting prior to appointments.

Mayor Beck said "no".

Councilmember Conrad said it was discussed at the last closed session.

Township Manager

Joe Winters said the Manager had a contract and didn't understand who was going to pay for the Manager to come in and where were they getting the money.

Mayor Beck said they had to wait and see.

Mr. Winters asked what were they paying the new Manager.

Mayor Beck said once they settled on a candidate then they would negotiate the salary.

Solicitor Monzo said it would have to be approved by Council.

Mr. Winters said he didn't understand the move now, he had good times and bad times with Kathy and didn't understand what they were trying to do. He said what they were trying to do was sink the Township. It was almost criminal what was being done without thought unless there was an ulterior motive. He said alot of stuff was being done and he didn't understand the benefit.

Mr. Winters said he agreed with the Mayor about the emails and he would be requesting copies.

Frank Serraco thanked Council for their kind thoughts and work they put in to get rid of the Manager. He said he saw what happened the last time. He said she had been loyal to the Township for 37 years and didn't understand why they weren't loyal and let her retire with dignity and respect.

Janet Pitts of the Villas said she was concerned with how things were operating. She asked if there were work sessions where things were discussed or was it by phone or emails. She asked how did they come to the decision regarding the Manager.

Councilmember Conrad said they had a closed session and formed a committee and worked with the Solicitor.

Mrs. Pitts questioned Council about the ad for the Manager.

Councilmember Conrad said it went through a Township Official.

Work Sessions

Mrs. Pitts said it seemed alot was going on in the background and Middle Township had a work session in front of the public and felt they wouldn't have half the problems if it were done that way.

Mayor Beck said they did it for the budget.

Councilmember Mazurek said they had done the work session for the budget where Council sat at the table to discuss things. He said everything they did should be done in public. He said email things were scary and was a convenient way to get things done. He felt there should not be email between Councilmembers, it was a fine line what were good emails and what were bad.

Mrs. Pitts asked about Council's laptops and email addresses they used to conduct Township business.

Mayor Beck said he was looking into that and your personal site could be construed if it was being used for Township business.

Councilmember Conrad said the law was very clear emails used for Township business were subjected to OPRA. A brief discussion ensued about emails.

Regular & Work Session Meeting Minutes -December 20, 2010

Ad for Township Manager

Bill Greenfield of the Villas asked what was the time frame when the ad was placed to the deadline on submitting resumes.

Mayor Beck said it was in the paper last week and due by December 23rd.

Mr. Greenfield said it didn't seem like a lot of time.

Deputy Mayor Lare said there were no shortage of applications.

A discussion ensued on where it was advertised.

Mr. Greenfield said it seemed like it was predetermined that they had someone in mind.

Closed Session Minutes

Fred Long of Cold Spring said he had asked previously about the closed session minutes of November 15th and were they available now.

Solicitor Monzo said there were personnel exceptions and they were not typically available.

Mayor Beck said they should be released when the issue was resolved.

It was discussed about looking into releasing closed session minutes on a periodic basis after the Solicitor reviewed them.

Mayor's Advisory Board

Mr. Long asked Council to have the Solicitor write an opinion on where the MAB was in violation and also an opinion on conducting municipal business by email.

Mayor Beck said the Solicitor had done an opinion on the emails.

Mr. Long said he didn't know what it said.

A discussion ensued about the Solicitor's opinions that had been given to Council.

Mayor Beck said Mr. Long could file an OPRA to get the opinions.

Mr. Long asked about the MAB and Faulkner Act.

Councilmember Conrad said Council were all one vote so why did the Mayor have his own board.

Mr. Long said because Council had passed a resolution.

Councilmember Douglass felt the MAB was formed prior to the current form of government.

Mr. Winters asked if the work session could be prior to the Township meetings.

Mayor Beck said at the second meeting in January the process could be discussed.

Township Manager

Jack Sparks asked the Mayor if he discussed with any other Councilmember about Kathy's appointment before she was appointed.

Mayor Beck said he probably knew more or remembered more.

Mr. Sparks said the Mayor had meetings with him and Kevin.

Mayor Beck said why wouldn't he had discussed it they ran as a team.

Mr. Sparks asked if he spoke to other people about Kathy.

Mayor Beck said he did and why wouldn't he.

Mr. Sparks asked if it was discussed in an open meeting.

Mayor Beck and Mr. Sparks debated about discussing the Manager in an open meeting.

Councilmember Mazurek said the issue the Mayor raised appeared that the advertisement of the Manager was by email then sent to Council without a meeting about it. He said no one saw a vote about the ad or the cost and Council had no input about it. He said if it had been discussed in public they could have changed some things and discussed qualifications.

Regular & Work Session Meeting Minutes -December 20, 2010

Wayne Weissman said "can't we all get along". He thanked Councilmember Mazurek for his representation of Ward II.

Mayor Beck said he couldn't let something go by when it was wrong.

Councilmember Douglass said he wanted to clarify things, there was no dismissal of the Manager. He said prior the the Manager announcing her retirement they agreed to look for another Manager. It was said in closed session that he and Councilmember Conrad would work with the Manager on an agreement.

Mr. Serraco said Kathy had already agreed to retire and yet the date was changed.

Mr. Greenfield said he would be surprised if the next Manager would be someone from out of town and not politically connected.

Mr. Winters asked if the Manager had to be certified.

Solicitor Monzo said "no".

Mayor Beck closed the public portion.

Res. #2010-321, 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

Councilmember Conrad motioned to adopt the resolution, seconded by Councilmember Douglass. The resolution was adopted by the following roll call vote: Councilmember Conrad, "yes", Councilmember Mazurek, "yes", Councilmember Douglass, "yes", Deputy Mayor Lare, "yes", Mayor Beck "yes".

Council returned to open session and there being no further comment, Councilmember motioned to adjourn the meeting, seconded by Councilmember the meeting unanimously adjourned by verbal "ayes" at p.m.

Mayor

Township Clerk

Approved: January 3, 2011

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

RESOLUTION #2011-29

TITLE: RESOLUTION APPOINTING MICHAEL VOLL AS TOWNSHIP MANAGER

WHEREAS, the Township of Lower (the "Township") is a New Jersey municipal corporation operating under an optional municipal charter council-manager form of government pursuant to N.J.S.A. 40:69A-81 et seq. (the "Faulkner Act"), which requires the appointment of a municipal manager to manage the day-to-day affairs of the Township;

WHEREAS, Kathleen McPherson is presently the Township Manager and has agreed to retire as of March 4, 2011;

WHEREAS, the Township deems it desirable to hire a new Township Manager at an earlier date so that the new Township Manager can have input in the annual budget process and to assist in union negotiations which are presently underway;

WHEREAS, Michael Voll has submitted an application which has been reviewed by the Township Council and it has been determined that he possess all of the skills, qualifications and experience necessary to serve as the Township Manager.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, as follows:

1. Michael Voll ("Mr. Voll") is hereby appointed as the Township Manager for the Township of Lower pursuant to N.J.S.A. 40:69A-93 and shall perform all of the duties and responsibilities as required by the Township Manager pursuant to N.J.S.A. 40:69A-81 et seq. ("Faulkner Act"), together with the Lower Township Administrative Code as may be amended from time to time ("Township Code").
2. Mr. Voll's employment as the Township Manager shall be in accordance with the following terms and conditions:
 - a. The initial salary shall be \$85,000.00 per annum with increase of \$7,500.00 on January 1, 2012 and \$7,500.00 on January 1, 2013.
 - b. It is anticipated that Mr. Voll will obtain health insurance, prescription, dental and/or vision benefits (collectively, the "Health Benefits") from a previous employer; however, in the event Mr. Voll becomes ineligible to obtain the Health Benefits from said previous employer, Mr. Voll shall be eligible for participation in the Township's health benefits plan on such terms and conditions as are available to other managerial personnel.
 - c. The Township Manager is not a PERS position and thus the Township will not make any pension or other retirement contributions or payments to or for the benefit of Mr. Voll.
 - d. Mr. Voll shall have four weeks of paid vacation and five days of sick leave, to be used in accordance with and subject to the Township's Personnel Policy Manual, the terms of which are incorporated herein by this reference and made a part

hereof, as may also be amended from time to time "Policy Manual"). Mr. Voll shall not be entitled to any other paid leave.

- e. If Mr. Voll is still serving as the Township Manager on January 1, 2013, the Township will evaluate his performance and will determine if an additional adjustment of his salary and benefits will occur.
- f. Mr. Voll shall also comply with and be subject to all of the terms and conditions of the Policy Manual unless otherwise specifically addressed in this Resolution, in which case the terms of this Resolution shall control.

Under the Faulkner Act and the Township Code, the Township Manager serves at the will of the Township Council and may be removed, with or without cause. In such case, the Faulkner Act shall govern as to the consequences of removal in terms of salary and benefits, and this Resolution shall not create any contract rights beyond the terms of the Faulkner Act.

hereby certify this is the original resolution adopted by the Township Council on Jan 3, 2011.

Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION					
SECOND					
AYE					
NAY					
ABSTAIN					
ABSENT					

PERSONNEL ACTIONS

Report for Council Meeting of January 3, 2011

<u>Department</u>	<u>Name</u>	<u>Eff. Date</u>	<u>Replaces</u>	<u>Action</u>	<u>Title</u>	<u>Budgeted Item</u>
OEM	Treon, Arthur	12/31/10		term expired	Emgcy Mgt Coord	yes
OEM	Harron, Richard	1/1/11	Treon, Arthur	appointed	Emgcy Mgt Coord	yes
DPW	Hewitt, Robert	1/3/11		new hire	temp laborer	yes
DPW	Anderson, Lawrence	1/3/11		new hire	temp laborer	yes
DPW	McCloskey, Andrew	1/3/11		new hire	temp laborer	yes

Date of report: 12/28/10

c: Manager
Clerk
Payroll
Asst. Treasurer
Personnel Director
Bulletin Board
File

MUNICIPAL COURT OF LOWER TOWNSHIP

DAVID S. DEWEESE
Judge
Municipal Court

ELIZABETH M. BYRNE
Court Administrator



Cape May County Airport Complex
Public Safety Building
401 Breakwater Road
Erma, New Jersey 08204
(609) 886-6040
Fax: (609) 886-6636
3747-2

December 20, 2010

*(via electronic mail only to:
ckammer@townshipoflower.org
manager@townshipoflower.org)*

Kathleen McPherson, Township Manager
TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

RE: Monthly Report, Month of November, 2010

Dear Ms. McPherson:

Please accept this correspondence as the monthly report for the month of November, 2010, for the Municipal Court of Lower Township. Upon reviewing the Municipal Court Statistics for the month, I have compared same to the month of November, 2009, and that comparison indicates the following:

1. An increase in the number of criminal cases added by 5 cases; and
2. A decrease in the number of traffic cases added by 26 cases; and
3. A decrease in the number of DWI cases added by 3 cases; and
4. A decrease in the total number of cases added by 24 cases.

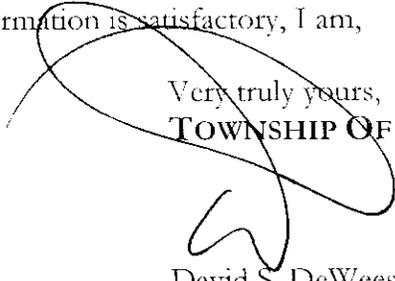
Also, for the month of November, 2010, as compared to November, 2009, there was a increase in the total receipts by \$5,763.76 and a increase in the amount turned over to the Township, as compared to November, 2009, by \$3,151.84.

Kathleen McPherson, Township Manager
Monthly Report – November, 2010
December 20, 2010
Page Two

If you have any questions, or need for additional information, please do not hesitate to contact me.

Hoping this information is satisfactory, I am,

Very truly yours,
TOWNSHIP OF LOWER



David S. DeWeese, JMC

DSD/k

cc: Mayor Michael Beck
Deputy Mayor Kevin Lare
Council Member Thomas Conrad
Council Member Wayne Mazurek
Council Member Glenn Douglass
Chief Edward Donahue
Court Administrator Elizabeth Byrne

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 – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the firm of Gruccio, Pepper, De Santo & Ruth, PA 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, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	Lower Township Regular Republican Organization
Erik Simonsen	Any other present or future candidate committee or
Glenn Douglass	Joint candidate committee or local political party
Kevin Lare	Committee formed for the election of members of the
Michael Beck	Lower Township governing body.

Part II – 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:

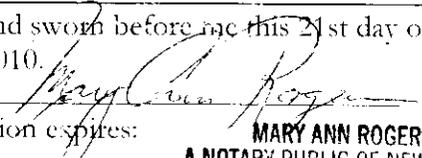
Partnership **XX Corporation** Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
James J. Gruccio	2506 Beechwood Drive, Vineland, NJ 08360
Lawrence A. Pepper, Jr.	2538 Beechwood Drive, Vineland, NJ 08360
Robert A. De Santo	3001 E. Chestnut Avenue, Condo G71, Vineland, NJ 08360

Part 3 – 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: Gruccio, Pepper, De Santo & Ruth, PA
 Signed: *Lawrence A. Pepper, Jr.* Title: Secretary
 Print Name: Lawrence A. Pepper, Jr. Date: December 21, 2010

Subscribed and sworn before me this 21st day of December, 2010.	 MARY ANN ROGERS A NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JULY 03, 2011	<u><i>Lawrence A. Pepper, Jr.</i></u> Lawrence A. Pepper, Jr., Secretary
My Commission expires:		

Certification 9765

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-FEB-2006** to **15-FEB-2013**

GRUCCIO, PEPPER, DESANTO & RUTH, P.A.
817 LANDIS AVE., P.O. BOX 1501
VINELAND NJ 08362



A handwritten signature in black ink, appearing to read "John P. Lawrence".

State Treasurer

AGREEMENT
FOR
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

THIS AGREEMENT is made and entered into this _____ day of December 2010, by and between **HATCH MOTT MacDONALD, LLC**, having its principal place of business at 27 Bleeker Street, Millburn, New Jersey 07041, hereinafter called "ENGINEER"; and **TOWNSHIP OF LOWER** a municipal corporation of the State of New Jersey, having offices at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional engineering and planning consulting services through the year 2011 (sometimes referred to herein as the "Work", and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder, and

WHEREAS, CLIENT wishes to retain the services of Mark R. Sray and Thomas R. Thornton, Professional Engineers licensed by the State of New Jersey, with the firm Hatch Mott MacDonald, LLC in the position of Township Engineer, Zoning Board Engineer and Planning Board Engineer, respectively, for a one year period commencing on January 1, 2011 (sometimes referred to herein as the "Work"), and

WHEREAS, funds are available for this purpose;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

a. ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").

b. The ENGINEER is hereby authorized to perform General Municipal Engineering Services without further order.

c. For other Services Work Orders specifying the specific professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the

ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral directives from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

d. No Work Orders shall be issued unless funds have been appropriated for this purpose and duly committed to this Agreement. Each Work Order shall contain a certificate, from the CLIENT's authorized representative, of the availability of funds for this purpose and shall be accompanied by a certified copy of the CLIENT's Resolution authorizing the Work.

e. ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.

f. ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for any other persons, including but not limited to the agents, employees and contractors of CLIENT. **ENGINEER'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.**

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

a. If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

b. Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.

c. Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.

d. Services after completion of the Work ordered -- Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

e. Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

a. Provide all criteria and full information as to CLIENT's requirements for the services.

b. Assist ENGINEER by placing at his disposal all available information pertinent to the services including previous reports and any other data relative to the Work.

c. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

d. Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.

e. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.

f. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

g. Furnish or request ENGINEER to provide necessary Additional Services as required for the Work.

h. Provide all record-keeping and file all reports required to comply with the CLIENT's legal responsibility.

SECTION 4 - PERIOD OF SERVICE

a. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this

Agreement have been agreed to in anticipation of the orderly and continuous progress of the services through completion.

b. If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately.

c. This Agreement shall cover the period from January 1, 2011, through December 31, 2011.

SECTION 5 - PAYMENTS TO ENGINEER

a. CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's 2011 Rate Schedule, attached hereto as Exhibit B.

b. A not to exceed amount shall be established by mutual agreement for each work order.

c. The not to exceed amount shall not be exceeded without the express written authorization of CLIENT. If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

d. For Additional Services. CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

e. For Additional Services rendered under Section 2(a) on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project. The ENGINEER may also be contracted and paid on a lump sum basis for specific projects, as agreed upon by the CLIENT.

f. Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.10.

g. For Reimbursable Expenses. In addition to payments provided for in Paragraph 5(d), CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

h. The terms ENGINEER's Hourly Rate Schedule and Reimbursable Expenses shall have the meanings assigned to them in Paragraph 5(l) hereinafter.

i. Times of Payments -- ENGINEER shall submit monthly statements for Basic and Additional Services rendered (based upon a time and materials summary or percent complete for projects contracted on a lump sum basis) and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

j. Other Provisions Concerning Payments If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

k. In the event of a termination under paragraph 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

l. Reimbursable Expenses.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and telegrams; postage and delivery charges; photographic and photocopying expenses; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B.

m. ENGINEER's Hourly Rate Schedule. ENGINEER's 2011 Rate Schedule is set forth in Exhibit B.

SECTION 6 - GENERAL PROVISIONS

a. Termination -- Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

b. Reuse of Documents -- All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

c. Project Records -- As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for

the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

d. Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

e. This Agreement is to be governed by the laws of the State in which the services are to be performed.

f. CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

g. Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, except as stated in Paragraph 6(f) and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and

subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

h. Nothing in this Agreement shall be construed to give any rights or benefits hereunder to any one other than CLIENT and ENGINEER.

i. Estimates of Cost -- Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

j. Notwithstanding anything else to the contrary herein, the liability of either party to the other under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the greater of: (a) the amount of professional service fees paid to the ENGINEER under this Agreement; or (b) the amount of liability insurance posted by the CLIENT at the time of execution of this Agreement. ENGINEER and the CLIENT hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages.

SECTION 7 - EXHIBITS AND SPECIAL PROVISIONS

The following Exhibits are attached to and made a part of this Agreement:

- a. Further Description of Basic Services (Exhibit A).
- b. The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).
- c. Mandatory Affirmative Action Clause (Exhibit C).

d. This Agreement is subject to the following special provisions -- The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

e. Insurance -- ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages.

i. Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.

ii. Commercial General Liability Insurance with aggregate annual limits of \$1,000,000.

iii. Automobile Liability Insurance with aggregate annual limits of \$1,000,000.

iv. Professional Liability Insurance with aggregate annual limits of \$1,000,000.

SECTION 8 - ENTIRE AGREEMENT

This Agreement (consisting of Pages 1 to 6, inclusive), together with the Exhibits identified in Section 7 above), constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said Exhibit may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the

Work Order expressly provide that the terms of the Work Order are to prevail.

SECTION 9 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political contribution Disclosure. This contract has been awarded to ENGINEER based on the merits and abilities of ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that ENGINEER, it's subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality* if a member of that political party is serving in an elective public office of that *municipality* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

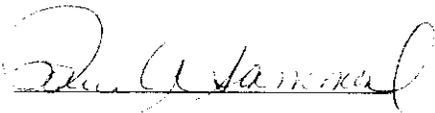
TOWNSHIP OF LOWER

By _____

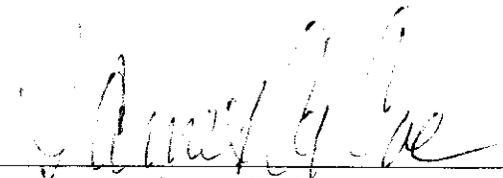
Type or Print Name

Title

ATTEST:



HATCH MOTT MacDONALD, LLC

By  _____

James G. Coe
Executive Vice President

EXHIBIT A

FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in SECTION I of the Agreement are supplemented as indicated below:

ENGINEER shall perform all engineering duties required to be performed on behalf of the CLIENT and the laws of the State of New Jersey. ENGINEER shall perform such other services and duties as may be necessitated and as authorized by the CLIENT and to provide the necessary engineering services to the officials of the CLIENT.

Whenever it is determined by the CLIENT to be desirable or necessary in the performance of its work, the CLIENT shall call upon ENGINEER to perform specific consulting engineering services.

These services may include review of wastewater systems, operations and recommendations for modifications or improvements, preparation of reports or studies on the CLIENT's infrastructure, preparation of plans and specifications for new rehabilitation of existing facilities and/or infrastructure, roadway improvements, park and recreation, marine and coastal improvements, cost estimates, assistance in systems operations, preparation of applications to regulatory agencies, attendance at Township meetings, special meetings and meeting with regulatory agencies, any other consultation services related to general and specific municipal engineering services, such as, tax map preparation and revisions.

Hatch Mott MacDonald will specifically assign Mr. Mark R. Sray, P.E. to the position of Township Engineer for the full course of the contract period unless specifically approved otherwise by the CLIENT.

This contract with the ENGINEER for Professional Engineering and Planning Services for 2011 shall not exceed \$485,000 unless amended by the CLIENT.

EXHIBIT A
Attachment A-1

WORK ORDER NO.

This Work Order is issued between **TOWNSHIP OF LOWER** and **HATCH MOTT MacDONALD, LLC**, pursuant to the Agreement for Professional Engineering and Planning Services between the parties dated December , 2010 and subject to all the terms and conditions thereof.

SCOPE OF WORK TO BE PERFORMED

The ENGINEER is hereby requested to perform the following services (the "Work"):

COMPENSATION

The ENGINEER shall be compensated as follows:

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

TOWNSHIP OF LOWER

Dated: _____

By _____

Type or Print Name

Title

HATCH MOTT MacDONALD, LLC

Dated: _____

By _____

James G. Coe
Executive Vice President

EXHIBIT B

2011 Hourly Rate Schedule Township of Lower

Labor Rates Per Hour*

Municipal Engineer.....	\$135.00
Vice Presidents / Principals.....	\$151.00
Principal Project Managers / Associates / Senior Associates	\$135.00
Sr. Project: Engineer, Architect, Manager, Scientist, Geologist	\$135.00
Project Managers / Project Engineers / Project Architects.....	\$123.00
Project Scientists / Project Geologists.....	\$121.00
Sr. Engineers / Sr. Designers / Sr. Architects / Sr. GIS & CAD Specialists.....	\$117.00
Sr. Scientists / Sr. Geologists / Sr. Environmental Specialists.....	\$117.00
Senior Surveyors (Licensed, V).....	\$115.00
Inspectors	\$ 88.00
Engineers / Designers / Architects	\$79.00 to \$109.00
Scientists / Geologists / Environmental Scientists.....	\$73.00 to \$107.00
Surveyors / Crew Chiefs / Field Technicians.....	\$57.00 to \$100.00
Drafters / CAD Operators / GIS Technicians / Engineering Technicians.....	\$57.00 to \$ 90.00
Administration / Project Support	\$45.00 to \$ 74.00

* Hourly rates for special consultations and services in conjunction with litigation are available on request.

EXPENSES

Personal Auto / Company Auto.....	\$0.50 ¹ / mile
Company Vans / Company Pick-Up.....	\$0.50 / mile
Photocopies, Printing & Reproduction	Variable
UPS / Federal Express /Postage /Messenger Service	Direct + 10%
Subcontractors (including Contract Laboratory)	Direct + 10%
Telephone (Cellular).....	Variable
Field Equipment	Variable

¹Varies, changes in accordance with Federal Rate Standard

Invoices are payable within 30 days of invoice date.
Delinquent bills are subject to finance charges of 1.5% per month.
The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

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 – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, **does hereby certify that the business entity by the name** Hatch Mott MacDonald 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, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Lower* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	Lower Township Regular Republican Organization
Erik Simonsen	Any other present or future candidate committee or
Glenn Douglass	Joint candidate committee or local political party
Kevin Lare	Committee formed for the election of members of the
Michael Beck	Lower Township governing body.

Part II – 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
Please see Attached Ownership Disclosure Statement	

Part 3 – 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: Hatch Mott MacDonald
 Signed: *Albert N. Beninato* Title: Executive Vice President
 Print Name: Albert N. Beninato, P.E. Date: December 13, 2010

Subscribed and sworn before me this 13 day of December, 2010.

My Commission expires: November 18, 2014

Donna Rose Hutchens
 (Affiant)
 Donna Rose Hutchens, Admin. Asst. III
 (Print name & title of affiant) (Corporate Seal)

DONNA ROSE HUTCHENS
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Nov. 18, 2014

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Hatch Mott MacDonald

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

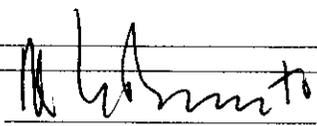
Check the box that represents the type of business organization:

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

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: PLEASE SEE ATTACHED OWNERSHIP DISCLOSURE STATEMENT

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>13</u> day of <u>December</u> , 20 <u>10</u>	 (Affiant)
(Notary Public) of New Jersey	<u>Albert N. Beninato, P.E.</u> (Print name & title of affiant) Executive Vice President
My Commission expires: November 18, 2014	(Corporate Seal)

Jonna Rose Hutchens
JONNA ROSE HUTCHENS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 18, 2014

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

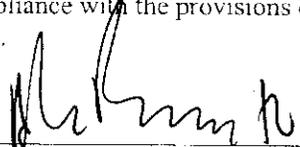
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Hatch Mott MacDonald		
Address:	27 Bleeker Street		
City:	Millburn	State: NJ	Zip: 07041

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 _____ Signature	Albert N. Beninato, P.E. _____ Printed Name	Executive Vice President _____ Title
---	---	--

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Hatch Mott MacDonald	Committee to Re-Elect DeLanzo	5/27/2010	\$500.00
Hatch Mott MacDonald	Committee to Re-Elect DeLanzo	9/24/2010	\$250.00
Hatch Mott MacDonald	Committee to Re-Elect Mayor DeLanzo	9/13/2010	\$1000.00
Hatch Mott MacDonald	Thornton and Sheppard for Freeholder	8/24/2010	\$5000.00

Check here if the information is continued on subsequent page(s)

Certification 2062

**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-AUG-2009 to 15-AUG-2012

HATCH MOTT MACDONALD, LLC
27 BLEEKER STREET
MILLBURN NJ 07041



A handwritten signature in black ink, appearing to read "R. O. O.", written over a horizontal line.

State Treasurer

11/23/05

Taxpayer Identification# 161-006-700/000

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.

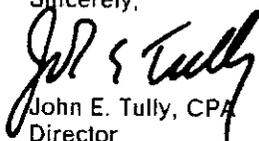
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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,


John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
HATCH MOTT MACDONALD, LLC

TRADE NAME:

ADDRESS:
27 BLEEKER ST
MILLBURN NJ 07041
EFFECTIVE DATE:

SEQUENCE NUMBER:
1169109

01/01/05

ISSUANCE DATE:
11/23/05

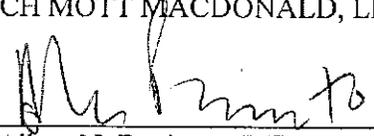
FORM-BRC(08-01)


Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

HATCH MOTT MACDONALD, LLC
OWNERSHIP DISCLOSURE STATEMENT

Hatch Mott MacDonald, LLC, a Delaware limited liability corporation, is a wholly-owned subsidiary of Hatch Mott MacDonald Holdings, Inc., a Delaware corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald NY, Inc., a New York corporation, which in turn is a wholly-owned subsidiary of Hatch Mott MacDonald Group, Inc., a Delaware corporation. Hatch Mott MacDonald Group, Inc. is 41% owned by Hatch Associates, Inc., a Canadian corporation, 41% owned by Mott MacDonald International, Ltd., a corporation of the United Kingdom, and 18% owned by senior executives of the Hatch Mott companies. No natural person has more than a ten percent (10%) ownership interest in Hatch Mott MacDonald Group, Inc. or any of its subsidiary companies.

HATCH MOTT MACDONALD, LLC

By: 

Albert N. Beninato, P.E.
Executive Vice President



FORD-SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • PO BOX 538 • OCEAN CITY, NJ • 08226-0538

PHONE 609.399.6333 • FAX 609.399.3710

December 14, 2010

Mayor and Members of Township Committee
Township of Lower
2600 Bayshore Road
Villas, N.J. 08251

We are pleased to confirm our understanding of the services we are to provide the Township of Lower for the year ended December 31, 2010. We will audit the financial statements of Township of Lower as of and for the year ended December 31, 2010. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements.

1. Assistance in the preparation of the 2011 Local Municipal Budget from information provided to us by officials of the Township of Lower.
2. Preparation of the 2010 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
3. Preparation of the 2010 Annual Debt Statement.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Township of Lower and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the Township of Lower is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Township of Lower and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist

and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Township of Lower's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the municipality; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Division of Local Government Services, Department of Community Affairs, State of New Jersey or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,200. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Township of Lower and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

FORD, SCOTT & ASSOCIATES, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS



Leon P. Costello
Certified Public Accountant
Registered Municipal Accountant
No. 393

RESPONSE.

This letter correctly sets forth the understanding of the Township of Lower.

By: _____

Title: _____

Date: _____

MILLARD T. CHARLTON
& ASSOCIATES, CHARTERED
CERTIFIED PUBLIC ACCOUNTANTS

December 21, 2007

To the Owners of
Ford, Scott, Seidenburg & Kennedy, L.L.C.
Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott, Seidenburg & Kennedy, L.L.C. (the firm) in effect for the year ended August 31, 2007. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, an audit of an Employee Benefit Plan and engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Ford, Scott, Seidenburg & Kennedy, L.L.C. in effect for the year ended August 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

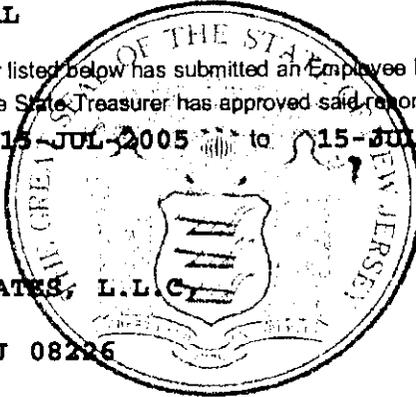
Millard T. Charlton & Associates
Certified Public Accountants

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-JUL-2005** to **15-JUL-2012**

FORD, SCOTT & ASSOCIATES, L.L.C.
1535 HAVEN AVENUE
OCEAN CITY NJ 08226



A handwritten signature in black ink, appearing to be "R. D. ...", written over a horizontal line.

State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FORD, SCOTT & ASSOCIATES, L.L.C.

Trade Name:

Address: 1535 HAVEN AVENUE
OCEAN CITY, NJ 08226-0538

Certificate Number: 0109089

Effective Date: December 17, 2001

Date of Issuance: January 03, 2008

For Office Use Only:

20080103101548873

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2010

PRODUCER (609)399-0655 FAX: (609)399-8681
Thomas H. Heist Insurance Agency, Inc.
700 West Avenue
P. O. Box 480
Ocean City NJ 08226

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

INSURED
Ford, Scott & Associates, LLC
PO Box 538
1535 Haven Avenue
Ocean City NJ 08226

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Delos Insurance Company	
INSURER B: Hartford Underwriters Ins	30104
INSURER C: Lloyds	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B18599	4/8/2010	4/8/2011	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B18599	4/8/2010	4/8/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB19483	4/8/2010	4/8/2011	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	13WEQPM6017	10/31/2010	10/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER WIND PROPERTY	29-7560158987-L-00	4/8/2010	4/8/2011	Building 1,236,000
		B18599			Content 260,000 Wind Ded 1% AOP Ded \$1000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Accounting Firm located at 1535 Haven Avenue, Ocean City, NJ; Property coverage includes replacement cost to policy limit; Employee Dishonesty Coverage 50,000.

CERTIFICATE HOLDER

None Declared

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Melissa Tolan, 

**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 Ford, Scott & Associates, L.L.C. (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:

Date	Contributor Name	Recipient Name	Amount
02/22/10	John A. Sabella	Middle Township Democratic Club	100
03/19/10	Leon Costello	Van Drew for Senate	1000
05/19/10	Glen Ortman	Committee to Elect Bakley/McCann	2000
05/19/10	Leon Costello	Committee to Elect Bakley/McCann	2000
06/29/10	Leon Costello	Committee to Elect Murphy/Blessing	500
08/10/10	Donald Cheatle	Thornton & Sheppard for Freeholder	2500
08/10/10	John A. Sabella	Thornton & Sheppard for Freeholder	2500
08/14/10	Glen Ortman	Thornton & Sheppard for Freeholder	2500
08/17/10	Leon Costello	Thornton & Sheppard for Freeholder	2500
10/05/10	Leon Costello	Committee to Elect Murphy/Blessing	250
10/05/10	Leon Costello	Van Drew for Senate	300

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.


Leon P. Costello

Sworn and Subscribed to before me
this 14 day of December, 2010.


Notary Public

**SUSAN M. RUBBA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/22/2012**

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Ford, Scott & Associates, LLC. 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, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, County of Cape May as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	Lower Township Regular Republican Organization
Erik Simonsen	Any other present or future candidate committee or
Glenn Douglas	Joint candidate committee or local political party
Kevin Lare	Committee formed for the election of members of the
Michael E. Beck	Lower Township governing body.

Part II – 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
Leon P. Costello	200 Simpson Avenue Unit B, Ocean City, NJ 08226
Glen J. Ortman	106 Birch Drive, Cape May Court House, NJ 08210
Donald E. Cheatle	11 Poppy Road, Egg Harbor Township, NJ 08234

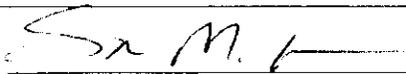
Part 3 – Signature and Attestation:

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 : Ford, Scott & Associates, LLC

Signed: _____ Title: Partner

Print Name: Leon P. Costello Date: December 14, 2010

Subscribed and sworn before me this <u>17</u> day of <u>December</u> , 20 <u>10</u>	 _____ (Affiant)
My Commission expires:	SUSAN M. RUBBA NOTARY PUBLIC OF NEW JERSEY Commission Expires 3/22/2012
	_____ (Print name & title of affiant) (Corporate Seal)

Certification on Behalf of A Company, Partnership or Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;
- b) A State political party committee;
- c) A legislative leadership committee;
- d) A county political party committee; or
- e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

Ford, Scott & Associates, L.L.C.

Signed: _____ Title: PARTNER

Print Name: Leon P. Costello Date: 12/14/10

(circle one) (A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Ford, Scott & Associates, L.L.C.

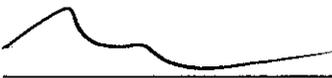
Address: 1535 Haven Avenue

City: Ocean City

State: NJ

Zip: 08226

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Leon P. Costello

Partner

Signature

Printed Name

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Contributor Name	Recipient Name	Date	Dollar Amount
John A. Sabella	Middle Township Democratic Club	02/22/10	100
Leon Costello	Van Drew for Senate	03/19/10	1,000
Glen Ortman	Committee to Elect Bakley/McCann	05/19/10	2000
Leon Costello	Committee to Elect Bakley/McCann	05/19/10	2000
Leon Costello	Committee to Elect Murphy/Blessing	06/29/10	500
Donald Cheatle	Thornton & Sheppard for Freeholder	08/10/10	2500
John A. Sabella	Thornton & Sheppard for Freeholder	08/10/10	2500
Glen Ortman	Thornton & Sheppard for Freeholder	08/14/10	2500
Leon Costello	Thornton & Sheppard for Freeholder	08/17/10	2500
Leon Costello	Committee to Elect Murphy/Blessing	10/05/10	250
Leon Costello	Van Drew for Senate	10/05/10	300

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Ford, Scott & Associates, L.L.C.

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

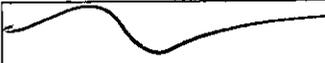
Check the box that represents the type of business organization:

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

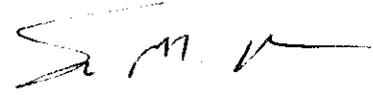
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Donald E. Cheatle Home Address: 11 Poppy Road, Egg Harbor Township, NJ 08234
Name: Glen J. Ortman Home Address: 106 Birch Drive, Cape May Court House, NJ 08210
Name: Leon P. Costello Home Address: 200 Unit B Simpson Avenue, Ocean City, NJ 08226

	Leon P. Costello	Partner
Signature	Printed Name	Title

Subscribed and sworn before me this 14 day of December, 2010.
(Notary Public)



SUSAN M. RUBBA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/22/2012

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Accountancy

HAS REGISTERED

Ford Scott & Associates LLC
DONALD E CHEATLE
1535 Haven Avenue
Ocean City, NJ 082260538

FOR PRACTICE IN NEW JERSEY AS A(N): Firm Registration

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Accountancy
HAS REGISTERED
Ford Scott & Associates LLC
Firm Registration

06/22/2009 TO 06/30/2012
VALID

SIGNATURE

20CB00114900

License/Registration/Certificate #

06/22/2009 TO 06/30/2012
VALID

20CB00114900
LICENSE/REGISTRATION/CERTIFICATION #

Donald E. Cheatle
DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Accountancy
P.O. Box 45000
Newark, NJ 07101

PLEASE DETACH HERE

Ford Scott & Associates LLC

EXPIRATION DATE 2012

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 20CB 00114900 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS USE THIS SECTION TO REPORT ADDRESS
CHANGES YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Accountancy
P.O. Box 45000
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

PRINT YOUR NEW MAILING ADDRESS BELOW
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE
DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL CORRESPONDENCE

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of
business.

Exhibit A
(Revised 2007)
N.J.S.A. 10:5-36 et seq. N.J.A.C. 17:27
Mandatory Affirmative Action Language

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, 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. 10:5-36 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.

Exhibit A
(continued)

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, and conform with the applicable employment goals, 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.

Name: Ford, Scott & Associates, L.L.C.
Name of Highest Official: Leon P. Costello
Signature: 
Title: Partner
Date: 12/14/10

A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 2010, by and between the TOWNSHIP OF LOWER, in the County of Cape May, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON & SCOTLAND, L.L.C., Attorneys at Law with offices at 1037 Raymond Boulevard, Suite 400, Newark, New Jersey, hereinafter designated as "Counsel":

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or

note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with the preparation or review of each bond ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$250.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., or the Revenue Allocation District Financing Act, N.J.S.A. 52:27D-459 et seq., will be billed in accordance with the fee schedule set forth in paragraph I(2)(D) through (G).

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

6. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon & Scotland, L.L.C. based on the merits and abilities of McManimon & Scotland, L.L.C. to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that the principals of McManimon & Scotland, L.L.C. controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, the TOWNSHIP OF LOWER has caused this agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

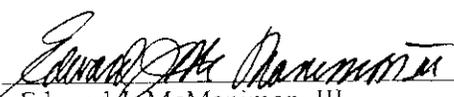
TOWNSHIP OF LOWER

ATTEST:

By: _____

Clerk

McMANIMON & SCOTLAND, L.L.C.

By: 
Edward G. McManimon, III

“AGREEMENT”

RISK MANAGEMENT CONSULTANT

ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

This agreement, entered into this _____ day of _____, _____, between the Township of Lower (hereinafter referred to as Municipality) and Marsh & McLennan Agency (Individual, Partnership, Corporation) of the State of New Jersey, having its principal office at 510 Bank Street Commons, Suite 200, Cape May, NJ 08204 (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund, and

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held _____;

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. The Consultant, for and in consideration of the amount stated hereinafter agrees to provide services to the Municipality as follows:
 - A) The Consultant shall assist the Municipality in identifying its insurable exposures and to recommend professional methods to reduce, assume or transfer the risk loss.
 - B) Assist the Municipality in understanding and selecting the various coverage available from the Atlantic County Municipal Joint Insurance Fund.
 - C) Review with the Municipality any additional coverage that the Consultant feels should be carried but are not available from the Fund and subject to the Municipality's authorization place such coverage outside the Fund.
 - D) Assist the Municipality in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this agreement does not include any appraisal work by the consultant.
 - E) Review the Municipality's assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.
 - F) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives.
 - G) Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
 - H) Any other services required by the Fund's Bylaws.

2. The term of this agreement shall be for one (1) year from the first day of **January, 2011**, or from the effective date of coverage, unless terminated as hereinafter provided in this agreement.
3. The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered an amount equal to a dollar amount of _____ (\$ _____) **OR** 2.5 percent (____%) of the Municipality's annual assessment as promulgated by the Fund. Said fee shall be paid within 30 days of payment of the member's assessment. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any coverage, authorized by the Municipality, to be placed outside of the Fund, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Item 3 above.
5. Either party may cancel this Agreement at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

ATTEST: _____

MUNICIPALITY: _____

ATTEST: _____

CONSULTANT: _____

DATE: _____



AGREEMENT

EMPLOYEE ASSISTANCE PROGRAM

This is an agreement between the CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation (hereafter "Cape Assist") and Municipality of Lower Township (hereafter "Employer") to establish an EMPLOYEE ASSISTANCE PROGRAM (hereafter "EAP") to commence on 1/1/2011 and terminate on 12/31/2011.

WHEREAS, the Employer recognizes the need for an EAP for its employees and desires to retain Cape Assist to establish, administer, and provide personnel for an EAP, it is hereby agreed that

CAPE ASSIST WILL:

- * Meet and confer with appropriate personnel of the Employer to develop the policies that will define the scope of the program, and, the procedures and the activities of the program that will most effectively meet the needs of the Employer to be referred to as the "EAP Policies and Procedures."
- * Conduct a training program for the Employer's administrative and supervisory Personnel on EAP Policies and Procedures.
- * Conduct an initial orientation and educational seminar on EAP Policies and Procedures, for all employees who are eligible to participate in the EAP.
- * Provide assessment, evaluation, intervention, referral and case management Services for employees referred to the EAP.

THE EMPLOYER WILL:

- Designate specific members of its administrative staff to assist Cape Assist's representatives in the development of EAP Policies and Procedures.
- * Designate and set aside an appropriate meeting place for the initial orientation seminar on EAP Policies and Procedures for all employees who are eligible for the EAP and for any additional education or training program that the parties agree are necessary to facilitate the EAP.
- * Provide a private, confidential meeting place where the Employer's can meet with Cape Assist Staff when they wish to be counseled at their work site consistent with EAP Policies and Procedures, if requested.

BOTH PARTIES AGREE:

- To strictly adhere to the confidential regulations that are defined in Federal Law 42 CFR Part 2 and pertains to the confidentiality of patient/client records.
- To abide by the EAP Policies and Procedures.
- To review and update the Policies and Procedures annually or on an as needed basis, when the need to do so is identified by either the Employer or Cape Assist.

In Consideration for the EAP services to be provided by Cape Assist, the Employer agrees to pay:

A flat rate of \$3,213.00 for 153 employees for twelve (12) months beginning January 1, 2011 and ending December 31, 2011. Annual cost per employee is \$21.00. Full payment to be received within thirty (30) days of formal acceptance of Agreement. Increases or decreases in personnel of 10% or more shall be reported to Cape Assist and will result in Agreement modification.

INDEMNITY AND HOLD HARMLESS AGREEMENT PROVISION

Cape May County Council on Alcoholism and Drug Abuse, Inc. agrees to indemnify and hold harmless the Employer and their agents, servants and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case of the work herein, which 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or part by Cape May County Council on Alcoholism and Drug Abuse, Inc.'s negligent act or omission or that of a subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Employer is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

The employer agrees to indemnify and hold harmless Cape May County Council on Alcoholism and Drug Abuse, Inc. and their agents, servants, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death for property damage, including loss of use, and 2) caused in whole or part by the Employer's negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractors or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Cape May County Council on Alcoholism and Drug Abuse, Inc. is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

Nothing herein shall constitute a waiver of or otherwise limit any right either the Employer or Cape Assist may claim for immunity pursuant to N.S.S.A. 2a:53Aa-7, et seq, or, any other law of this State.

CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation.

by _____
Executive Director Date

Witness _____
Name Date

Municipality of Lower Township:

by _____
Name

Title Date

by _____

Title Date

Witness _____
Name Date

REORGANIZATION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

JANUARY 3, 2011 - 7:00 P.M.

Meeting called to order.

Opening Announcement

Pledge of Allegiance & Moment of Respect

Oath of Office - Thomas Conrad, Ward 1, Erik Simonsen, Ward 2 & Glenn Douglass, Ward 3

Roll Call & Determination of Quorum

Work Session

Review of Consent & Regular Agenda signatories

Public Comment/Questions on Agenda Items

Consent Agenda

Resolution #2011-01, Appointment of Municipal Solicitor for 2011 Without Public Bidding (Mike Donohue)
Resolution #2011-02, Appointment of Municipal Engineer for the Year 2011 Without Public Bidding (reappointment of Hatch Mott McDonald Engineers)
Resolution #2011-03, Appointment of Municipal Auditor for the Year 2011 Without Public Bidding (*reappointment Ford Scott Seidenburg & Kennedy*)
Resolution #2011-04, Appointment of Bond Counsel for the Year 2011 Without Public Bidding (*reappointment of Mc Manimon & Scotland*)
Resolution #2011-05, Appointment of Municipal Judge (Thomas Hillegass replacing David DeWeese who retired)
Resolution #2011-06, Appointment of Municipal Prosecutor for the Year 2011
Resolution #2011-07, Appointment of Municipal Public Defender for the Year 2011 (Christopher Gibson)
Resolution #2011-08, Appointment of Emergency Management Council for the Year 2011 (Annual Required Appointments)
Resolution #2011-09, Appointment of Class III Member to the Planning Board (Kevin Lare)
Resolution #2011-10, Appointment of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (Annual Resolution)
Resolution #2011-11, Appointment of JIF Risk Management Consultant, (Marsh & McLennan Agency)
Resolution #2011-12, Establishment of Council Meeting Dates and Times (1st & 3rd Mondays except holidays)
Resolution #2011-13, Setting the Interest Rate for Delinquent Taxes (Statutorily regulated)
Resolution #2011-14, Designation of Official Depositories (annual resolution listing all banks, accounts & authorized signatories)
Resolution #2011-15, Designation Of Official Newspapers for Legal Advertising for the Year 2011 (Star & Wave & Herald)
Resolution #2011-16, Authorizing Payment of 2011 Debt Service
Resolution #2011-17, Annual Approval of Petty Cash Funds (Police Dept. & Treasurer's Office)
Resolution #2011-18, Adopting Cash Management Plan (annual adoption)
Resolution #2011-19, Resolution to Defer The Regional School Tax (annual resolution)
Resolution #2011-20, Adopting 2011 Temporary Current Budget
Resolution #2011-21, Approving 2011 Contract with Cape Assist (EAP Program)
Resolution #2011-22, Authorizing Clerk to Issue Bingo & Raffle Licenses Throughout the Year to Qualified Organizations
Resolution #2011-23, Designation of Public Agency Compliance Officer for the Township of Lower (annual resolution)
Resolution #2011-24, Authorization for Public Bidding (Annual resolution for bidding throughout the year)
Resolution #2011-25, Transfer of 2010 Appropriations, \$2,000 (from Gasoline to Natural Gas)
Resolution #2011-26, Authorization for the Payout of Accumulated Sick Leave (\$38,221.73)
Resolution #2011-27, Payment of 2011 Vouchers, \$3,127,057.31
Resolution #2011-28, Authorizing the Payment of 2010 Vouchers, \$118,742.02
Approval of Minutes December 20, 2010

Regular Agenda

Resolution #2011-29, Resolution Appointing Michael Voll as Manager

Administrative Reports

Personnel Action Report

Council Comments

Call to the Public

Adjournment