

RESOLUTIONS ADOPTED MARCH 2, 2009 MEETING

- Res. #2009-78, Payment of Vouchers, \$1,422,571.89
Res. #2009-79, Resolution Declaring the Gypsy Moth a Public Nuisance and Authorizing Gypsy Moth Suppression in Designated Area (Baywood Park area & portion of wooded area along the southeast side of Crawford Road across from Summer Circle)
- Res. #2009-80, Award of Contract to Thomas Planning Associates, LLC for the C.O.A.H Plan (\$13, 500)
Res. #2009-81, Bid Acceptance and Contract Award for GMC W5500 Diesel with Sign Aerial Lift Kit (Mobile Lifts, Inc. \$74,850 part of Bond Ord. #2008-20)
- Res. #2009-82, Resolution Authorizing Shared Services Agreement Between Lower Township and Cape May County for Historic Document Conservation Contract (Conservation of certain old Township records through PARIS grant funds received by the County in joint application with the municipalities)
- Res. #2009-83, Authorization for Refund of Taxes (1 refund - property owner granted total exemption - refunding payment made to mortgage company)
- Res. #2009-84, Transfer of Appropriations, \$200
Res. #2009-85, Resolution Authorizing the Cooperation of the Township of Lower and Cape May County and Recognizing the County as Lead Agency for the Duration of the FEMA Funded Countywide Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Planning Project (Art Treon, Emergency Management Coordinator designated as the Township Representative)
- Res. #2009-86, Resolution Supporting S 2524 / A 3697 Making Changes To The "Fair Housing Act" (Would provide more senior housing to count towards fair share obligation, eliminates the 2.5% residential development fee, extends COAH plan deadline to 2010, excludes real property in coastal area from COAH requirement)
- Res. #2009-87, Approval of Rotary Towing License - Cape Harbor Auto Repair, Inc. (Police Emergency Towing Contractor)
- Res. #2009-88, Authorization to Cancel Uncashed Checks (Five checks totaling \$31.22)
Res. #2009-89, Resolution Approving Project Proposal Between Hatch Mott McDonald and the Township of Lower for Engineering Services Related to Ohio Avenue Pump Station Outfall Replacement (Contract \$10,350)
- Res. #2009-90, Resolution Approving Proposed Contract for Purchase of Land From the Trust for Public Lands and Subsequent Conveyance of that Land to the County of Cape May, Subject to the Passage of Ordinance
(Resolution authorizing Twp. to contribute Green Acres grant funds received to the Trust for Public Land towards the acquisition of Chamberlain Property 13+ acres to be sold to County)
- Res. #2009-91, Appointment to Recreation Advisory Board (Appt. to fill vacancy - term to expire June 2010)
- Res. #2009-92, 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." (PBA Grievance)

02/26/09
11:44:19

Lower Township
Bill List By Vendor Id

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Vendor # Name
PO # PO Date Description Status Amount Void Amount Contract

129.95

00611 COUNTY OF CAPE MAY
09-00347 02/13/09 GASOLINE/DIESEL JAN, 2009 Open 14,293.85 0.00

00616 ANIMAL ALLIANCE CAPEMAY CO INC
09-00392 02/20/09 TNR AND SPAY/NEUTER PROGRAM Open 90.00 0.00
09-00445 02/24/09 TNR AND SPAY/NEUTER PROGRAM Open 345.00 0.00

435.00

00741 CMC CHIEF'S OF POLICE ASSOC.
09-00242 01/30/09 TRAINING ASSESSMENT ANNUAL DUE Open 1,000.00 0.00
09-00243 01/30/09 ANNUAL DUES Open 200.00 0.00

1,200.00

00775 CAPRIONI PORTABLE TOILETS, INC*
09-00246 01/30/09 RENTAL FOR CLEAN SHORES-DPW Open 50.00 0.00
09-00265 02/03/09 HANDICAP TOILET WITH WKLY/INS. Open 130.00 0.00

180.00

00784 CAPE MAY STAR & WAVE
09-00443 02/24/09 LEGALS Open 46.50 0.00

00825 COMCAST*
09-00450 02/24/09 INTERNET FEE - FIRE SAFETY Open 100.20 0.00

01118 DAYCARE CLEANING SERVICE*
09-00305 02/04/09 FEB, 2009 CLEANING SERVICES Open 2,279.17 0.00

01162 D.R. MYERS DISTRIBUTING CO*
09-00240 01/30/09 IDENTIFICATION MANUAL Open 82.50 0.00

01211 DIVISION OF CRIMINAL JUSTICE
09-00104 01/14/09 TRAINING Open 150.00 0.00

01258 DICTAPHONE CORP.*
09-00127 01/16/09 MAINT. CONTRACT Open 4,381.77 0.00

01280 DON DOUGLASS, JR
09-00383 02/18/09 CONTRACTUAL REIMBURSEMENTS Open 260.00 0.00

01460 EXECUTIVE BUSINESS PRODUCTS*
08-03298 12/03/08 CHAIRS FOR MILLMAN CENTER Open 1,509.64 0.00
09-00118 01/16/09 LITHIUM BATTERIES Open 55.74 0.00
09-00122 01/16/09 OFFICE SUPPLIES DPS Open 99.01 0.00

1,664.39

01500 FEDEX

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract
	09-00452	02/25/09	FEDERAL EXPRESS SHIPPING	Open	30.80	0.00	
01530 FIRE DISTRICT #1	09-00456	02/25/09	SUPPLEMENTAL FIRE SERVICES	Open	3,193.39	0.00	
01540 FIRE DISTRICT #2	09-00457	02/25/09	SUPPLEMENTAL FIRE SERVICES	Open	4,256.18	0.00	
01550 FIRE DISTRICT #3	09-00455	02/25/09	SUPPLEMENTAL FIRE SERVICES	Open	1,419.56	0.00	
01577 MIKE FLINN**	09-00391	02/20/09	REIMB LIABILITY INSURANCE JUDO	Open	618.00	0.00	
01603 GENERAL CODE PUBLISHERS*	09-00427	02/24/09	Supplement #13	Open	794.74	0.00	
01641 GALL'S INC*	08-03111	11/13/08	PATROL OPERATION SUPPLIES	Open	665.00	0.00	
01653 GENTILINI FORD*	09-00268	02/03/09	PARTS FOR DPS-POLICE	Open	599.74	0.00	
01675 GENRON, INC.*	09-00322	02/09/09	TOWN HALL SMOKE DETECTORS	Open	160.00	0.00	
01806 ANTHONY J HARVATT, II, ESQ	09-00304	02/04/09	CONFLICT PUBLIC DEF 2/03/09	Open	200.00	0.00	
01968 ITS MAILING SYSTEMS, INC*	09-00213	01/28/09	POSTAGE MACHINE TAPES	Open	294.14	0.00	
01971 IACP, TRAINING KEYS DIVISION*	09-00107	01/14/09	TRAINING KEYS	Open	420.00	0.00	
	09-00244	01/30/09	22009 ANNUAL DUES	Open	120.00	0.00	
					540.00		
02025 HUNTER JERSEY PETERBILT*	08-03566	01/07/09	PARTS FOR TRASH TRUCK - DPW	Open	250.70	0.00	
	09-00269	02/03/09	PARTS FOR TRASH-DPW	Open	438.26	0.00	
					688.96		
02077 EDWARD JEFFERIS	08-03618	02/24/09	2008 OVER 65 SUPPLEMENT	Open	781.30	0.00	
02100 CLAUDIA KAMMER	09-00453	02/25/09	CONTRACTUAL REIMBURSEMENTS	Open	241.00	0.00	
02108 KEEN COMPRESSED GAS CO*	08-03605	02/03/09	BOTTLED GAS - GARAGE	Open	188.65	0.00	

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11:44:19

Lower Township
Bill List By Vendor Id

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract
02136 TED KINGSTON INC*	08-01857	07/01/08	NOV 08 COMMUNICATIONS MAINT.	Open	499.35	0.00	
02140 KINDLE FORD LINC/MERC., INC.*	09-00050	01/07/09	PARTS FOR DPS VEHICLES	Open	754.98	0.00	
	09-00129	01/16/09	PARTS FOR DAMAGED VEH/PLANNING	Open	1,651.84	0.00	
					----- 2,406.82		
02223 LANDSMAN UNIFORMS*	08-03303	12/04/08	UNIFORMS	Open	1,721.50	0.00	
02351 LOWER CAPE MAY REGIONAL	09-00464	02/25/09	SCHOOL TAX - DUE 3/15/09	Open	1,078,087.23	0.00	
02358 LCMR SCHOOL DISTRICT	08-03606	02/03/09	WEB AGREEMENT 4/1/08-12/31/08	Open	3,750.00	0.00	
02410 MAGLOCLLEN*	08-02619	09/30/08	TRAINING	Open	250.00	0.00	
02517 BRIAN MARKER	09-00386	02/18/09	CONTRACTUAL REIMBURSEMENTS	Open	470.00	0.00	
02629 MATTHEW MASTALSKI	09-00428	02/24/09	SHOE ALLOWANCE FOR 2009-DPW	Open	69.99	0.00	
02709 ANTHONY MONZO*	09-00349	02/13/09	LITIGATION - JANUARY, 2009	Open	7,279.87	0.00	
03086 NJ STATE ASSN CHIEFS OF POL*	09-00241	01/30/09	2009 DUES	Open	200.00	0.00	
03158 NYSCA*	09-00183	01/23/09	COACHING CERTIFICATION	Open	20.00	0.00	
03172 OFFICE BUSINESS SYSTEMS INC*	09-00108	01/14/09	MAINT. CONTRACT DIGITAL VOICE	Open	4,380.00	0.00	
03241 SARGENT OSHEA	09-00385	02/18/09	CONTRACTUAL REIMBURSEMENTS	Open	130.00	0.00	
03274 P & J GAS SERVICE*	08-03608	02/09/09	PROPANE FOR PAVING MACHINE	Open	36.00	0.00	
03282 STEPHEN H PARKER	09-00434	02/24/09	SHOE ALLOWANCE FOR 2009-DPW	Open	97.99	0.00	
03305 PEDRONI FUEL*	09-00206	01/28/09	FUEL OIL	Open	360.29	0.00	
	09-00355	02/13/09	BULK OIL -DPW	Open	1,011.38	0.00	
					----- 1,371.67		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract
03366 AMERI-GAS*	09-00388	02/18/09	PROPANE GAS FOR CONCESSION	Open	914.18	0.00	
03427 POLAR BEAR*	09-00264	02/03/09	REPAIR TO HEATER IN GARAGE	Open	494.75	0.00	
03448 REMINGTON,VERNICK & WALBERG*	09-00448	02/24/09	ESCROW BILLING	Open	1,486.25	0.00	
03452 THOMAS QUINN	08-03611	02/18/09	CONTRACTUAL REIMBURSEMENTS	Open	300.00	0.00	
03478 RED THE UNIFORM TAILOR, INC.*	08-03376	12/10/08	UNIFORMS	Open	149.90	0.00	
03518 RIGGINS, INC.*	09-00356	02/13/09	OFF-HIGHWAY DIESEL-DPW	Open	976.67	0.00	
03611 SERVICE TIRE TRUCK CENTERS*	09-00130	01/16/09	TIRES FOR RDS/SANT/RECY/DPW	Open	2,181.66	0.00	
03634 SOLTZ PAINT, INC.*	09-00222	01/28/09	PAINT FOR OFFICE	Open	23.84	0.00	
03663 SOUTH JERSEY AUTO SUPPLY*	09-00133	01/16/09	PARTS FOR DPS/POLICE	Open	105.30	0.00	
03688 SOUTHERN NJ CHAPTER NIGP*	09-00340	02/11/09	SJNIGP OCTOBER 10, 2009	Open	60.00	0.00	
03692 SOUTH JERSEY GAS CO*	09-00444	02/24/09	FEBRUARY, 2009	Open	11,326.67	0.00	
03723 STAPLES, INC.*	09-00150	01/21/09	CORDLESS MOUSE/WORDPERFECT	Open	309.93	0.00	
	09-00178	01/22/09	SUPPLIES/SCISSORS	Open	134.46	0.00	
	09-00237	01/29/09	TONER/SUPPLIES	Open	338.93	0.00	
					783.32		
03782 SO JERSEY POLICE CHIEF'S ASSN*	09-00245	01/30/09	2009 ANNUAL DUES / E.DONOHUE	Open	100.00	0.00	
03810 MUNICIPAL UTIL AUTH USAGE COST	09-00418	02/20/09	WATER SERVICE DUE 3/13/09	Open	1,035.32	0.00	
	09-00422	02/20/09	SEWER SERVICE DUE 3/13/09	Open	152.30	0.00	
					1,187.62		
03819 UNITED PARCEL SERVICE	09-00214	01/28/09	POSTAGE	Open	32.06	0.00	

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract
03820 MUNICIPAL UTIL. AUTH ON CALL	09-00226	01/28/09	ONE CALL MESSEGES-DPW	Open	52.15	0.00	
03904 LOWE'S HOME CENTER INC*	09-00325	02/09/09	MATERIALS FOR RESCUE DRYER	Open	137.32	0.00	
03948 USPS TMS ACCT#23370	09-00446	02/24/09	POSTAGE ACCOUNT #23370	Open	4,000.00	0.00	
03969 VERIZON	09-00447	02/24/09	PHONE SERVICE	Open	170.48	0.00	
03975 VERIZON CABS T-1*	09-00387	02/18/09	VERIZON T-1	Open	363.54	0.00	
03980 VILLAS LUMBER CO INC*	08-03603	01/28/09	INV #133037	Open	15.99	0.00	
BETHAM VICTORIA BETHAM	09-00459	02/25/09	REFUND WOMEN'S SELF DEFENSE CL	Open	50.00	0.00	
BLAUE BLAUER ASSOCIATES INC*	09-00348	02/13/09	DCA 2008 TOWNSHIP BLDG ADA	Open	150.00	0.00	
CAPIZ KATHI CAPIZOLA, CMCA - SECY	09-00220	01/28/09	JUDGE'S DUES	Open	75.00	0.00	
FAMERICA FIRST AMERICAN REAL ESTATE TAX	09-00454	02/25/09	REFUN 1ST QTR 09 TAX 753.14/19	Open	968.19	0.00	
FRUMENTO CATHERINE FRUMENTO	09-00458	02/25/09	REFUND WOMEN'S SELF DEFENSE CL	Open	50.00	0.00	
G-MUA LTMUA	09-00306	02/04/09	RECYCLING MONITORING FEES	Open	2,282.50	0.00	
HOOVER ROBERT HOOVER & SONS INC*	09-00149	01/21/09	PARTS FOR TRASH TRUCK -DPW	Open	970.93	0.00	
KIMBALL KIMBALL INTERNATIONAL/NATIONAL	09-00065	01/08/09	FILE CABINET	Open	1,233.60	0.00	
PARAGON PARAGON SHORES, LLC	09-00440	02/24/09	RETURN UNUSED ESCROW	Open	10.00	0.00	
TECH TECHNOLOGY 21, INC*	09-00343	02/11/09	COMPUTER REMOTE SUPPORT	Open	82.50	0.00	
Total Purchase Orders: 104 Total P.O. Line Items: 200 Total List Amount: 1,399,418.01 Total Void Amount: 0.00							

**Lower Township
Bill List
03/02/09**

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>Check #</u>	<u>Check Date</u>	<u>Amount</u>
Treasurer, County Taxes	09-00358	2008 Added & Omitted Taxes	39120	02/17/09	\$ 23,153.88
Total Manual Checks					\$ 23,153.88
Total brought forward from computer generated bill list					\$ 1,399,418.01
TOTAL BILL LIST					<u>\$ 1,422,571.89</u>

I certify the foregoing to be a Resolution adopted by the Township Council on March 2, 2009.

Claudia R. Kammer
 Claudia R. Kammer, RMC, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION					
SECOND	X	X			
AYES	X	X		X	X
NAYS					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-79

TITLE: RESOLUTION DECLARING THE GYPSY MOTH A PUBLIC NUISANCE AND AUTHORIZING GYPSY MOTH SUPPRESSION IN DESIGNATED AREA

WHEREAS, the gypsy moth *Lymantria dispar*, has been found heavily defoliating tree and plant growth in certain areas of the Township of Lower; and

WHEREAS, continued destruction of foliage may result in loss of valuable forest lands and trees; and

WHEREAS, the Township Council and the Township of Lower has determined that a gypsy moth control program should be instituted with the State of New Jersey Department of Agriculture and that application for any Federal or State funds available be authorized.

NOW THEREFORE BE IT HEREBY RESOLVED by the Township Committee of the Township of Lower that the gypsy moth is declared to be a public nuisance and the protection of vegetation or plant life therefrom is deemed to be a subject matter of public welfare, and that all measures deemed necessary, in compliance with the State of New Jersey Department of Agriculture recommendations, is hereby authorized to suppress this forest and shade tree pest.

I, Claudia R. Kammer, Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify that this Resolution was adopted by the municipal governmental body at an open public meeting which was duly advertised to the citizens of the municipality in accordance with the law, pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-9.

I also certify that this municipality has, or will, comply with the notice provisions required by N.J.S.A. 4:7-39.

I further certify the above to be a true and correct copy of a resolution adopted by the Lower Township Council at a regular meeting of that body held on March 2, 2009.


 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-80

TITLE: AWARD OF CONTRACT TO THOMAS PLANNING ASSOCIATES, LLC FOR THE C.O.A.H. PLAN

WHEREAS, the solicited proposals for preparation of a Housing Plan Element of the Master Plan for Lower Township in accordance with the Revised Round 3 COAH Rules, MLU Law and NJ Statutes pertaining to affordable housing, and

WHEREAS, three proposals were submitted and reviewed, and

WHEREAS, William Galestok, Planning Director, reviewed the proposals and has advised the Mayor and Council of his recommendation in his letter dated Feb. 20, 2009.

NOW, THEREFORE, BE IT RESOLVED that Thomas Planning Associates, LLC is hereby awarded the contract in accordance with their proposal dated February 5, 2009, in amount of Thirteen Thousand Five Hundred Dollars (\$13,500) pursuant to Section VI Fees/Schedule A & B, attached.

FURTHER RESOLVED any additional work to be done in connection with this proposal shall be approved by a separate resolution of the Township Council.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on March 2, 2009


Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

REs.#2009-80

PROPOSAL FOR PROFESSIONAL PLANNING SERVICES
For
PREPARATION OF A HOUSING PLAN ELEMENT
For
LOWER TOWNSHIP

The Municipal Land Use Law (N.J.S.A. 40:55D) and the Fair Housing Law (N.J.S.A. 52:27D-310) require that municipalities prepare and adopt Housing Plan Elements. The Council on Affordable Housing (COAH) is the agency established under the Fair Housing Law that reviews and certifies affordable housing plans.

The following Scope of Work provides for preparation of a Housing Plan Element in accordance with the Municipal Land Use Law, the Fair housing Act and the Revised Round 3 COAH Rules through October 22, 2008

SCOPE OF WORK

I. Preparation of Housing Plan.

A "Housing Element and Fair Share Plan" is designed to address responsibility of Lower Township to account for its regional fair share of affordable housing in accordance with statutory and regulatory requirements. These include:

- A. Addressing the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. for preparation of a municipal "Housing Plan Element";
- B. Compliance with the Fair Housing Law of 1985, N.J.S.A. 52:27D-310, which requires a municipal Housing Plan Element to achieve the goal of access to affordable housing to meet present and prospective needs;
- C. Meeting the requirements of the New Jersey Council on Affordable Housing (COAH) Procedural Rules (N.J.A.C. 5:96) and Substantive Rules (N.J.A.C. 5:97), adopted on May 6, 2008 and effective June 2, 2008 and amended Substantive Rules adopted September 22, 2008 and effective October 20, 2008,

The Housing Plan Element will be designed to address the COAH prior combined Round 1 and 2 obligation and the Round 3 projected "Growth Share" obligation for affordable housing units established by COAH for the period 1999-2018. Affordable housing obligations under the COAH Rules are cumulative. The Housing Plan would include the following:

- A. An inventory of the Township housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated,

- B. A projection of the Township housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
 - C. An analysis of the Township demographic characteristics, including but not necessarily limited to, household size, income level and age;
 - D. An analysis of the existing and probable future employment characteristics of the Township;
 - E. A determination of the present and prospective fair share obligation for low and moderate income housing allocated by COAH to the Township and the Township capacity to accommodate its present and prospective fair share for low and moderate income housing; and
 - F. A consideration of the potential areas within the Township most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to or rehabilitation for low and moderate income housing, including a consideration of land of developers who have expressed a commitment to provide low and moderate income housing.
 - G. A household projection for the Township for the period 2004 – 2018 as provided in chapter Appendix F of N.J.A.C. 5:97-1 et seq.;
 - H. An employment projection for the Township for the period 2004 – 2018 as provided in Appendix F of N.J.A.C. 5:97-1 et seq.;
 - I. The Township's prior Round 1 and 2 obligation (from Appendix C) of N.J.A.C. 5:97-et. seq.;
 - J. The Township's current rehabilitation share (from Appendix B) of N.J.A.C. 5:97-et. seq.;
 - K. The projected growth share for the period 2004-2018 in accordance with the procedures in N.J.A.C. 5:97-2.4 of N.J.A.C. 5:97-et. seq.;
 - L. Fair Share Plan to address the Round 1 through 3 obligation utilizing one or more of the compliance techniques prescribed by COAH regulations.
- II. Meetings/Public Hearings.** Thomas Planning Associates would attend five (5) meetings including two (2) public hearings and three (3) coordination meetings which will include:
- A. One (1) workshop meeting with Lower Township staff, Planning Board and/or Council members to review this proposal/scope of work, the COAH regulations and compliance mechanisms, the Township fair share obligation, a timeline for adoption

of the Housing Plan Element, and other questions which may arise related to the preparation of the Plan;

- B. Two (2) coordination meetings with Lower Township staff, Planning Board and/or Council members to review draft Plan components
 - C. One (1) Public Hearing for adoption of the Plan by the Planning Board
 - D. One (1) Public Hearing for endorsement of the Plan by the Mayor and Township Council
- III. Preparation of Notices and Resolutions.** Thomas Planning Associates will draft and coordinate with Township officials on the required public hearing notice for the newspaper, the Cape May County Planning Board and adjacent municipalities; a resolution for the Planning Board for adoption of the Housing Plan; and a resolution for the Mayor and Township Council for endorsement of the Housing Plan Element as required by COAH Rules.
- IV. Draft Affordable Housing and Fee Ordinance.** COAH requires the preparation of a draft affordable fee and affordability ordinance. Thomas Planning Associates will prepare the draft ordinance in accordance with COAH Rules and the COAH model ordinances.
- V. Submission of the Plan to COAH.** This proposal is to prepare a Housing Plan Element and Fair Share Plan for submittal to COAH for substantive certification to provide protection from Builder Remedy lawsuits through 2018. The submittal of the Plan to COAH to initiate the certification process would include submitting support documentation to COAH including GIS data, aerial photography, tax maps, master plan, reexamination reports, draft zoning amendments, Planning Board and Council resolutions and other data. Thomas Planning Associates will also prepare any required checklists for the Housing Plan and Fair Share Plan document. The actual number of checklists and documents will be dependent on the Housing Plan Elements.
- VI. Fees / Schedule.**
- A. The fee for completing the above-referenced Scope of Work would be a lump sum of \$13,500.
 - B. The preparation of a draft plan would be prepared within five (5) weeks of approval of this scope of work by Lower Township. Scheduling of the public hearings would occur after the draft plan is reviewed by Township staff / officials.
 - C. Additional Services: Any additional services beyond this Scope of Work would be billed on an hourly rate of \$145 per hour for T. Andrew Thomas, P.P., A.I.C.P. and \$155 per hour for Thomas A. Thomas, P.P.
- VII. Potential Additional Work Resulting from COAH Comments.**

COAH will review the adopted Housing Plan and may require that additional information or modifications be made for "Determination of Completeness" and granting of "Substantive

Certification". Since it is unknown what additional information COAH may require as part of their review process we propose that any additional work be accomplished at the hourly rate specified in the Fees section above. This additional work will be discussed further with Township officials once COAH has reviewed the Plan and an assessment has been made of what additional work may be required.

VIII. Resumes and Affirmative Action and Business Certificates.

Copies of the resumes of T. Andrew Thomas and Thomas A Thomas and current copies of the required New Jersey Affirmative Action Certificate and Business Certificate are attached.

Respectfully submitted,

THOMAS PLANNING ASSOCIATES

A handwritten signature in black ink that reads "T. Andrew Thomas". The signature is written in a cursive style with a large, stylized initial "T".

T. ANDREW THOMAS, P.P., A.I.C.P.

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

RESOLUTION #2009-81

TITLE: BID ACCEPTANCE AND CONTRACT AWARD FOR GMC W5500 DIESEL WITH SIGN AERIAL LIFT KIT

WHEREAS, bids were advertised on January 8, 2009 and due on January 29, 2009 at 11:00 a.m. for 2009 or newer GMC W5500 Diesel with Sign Aerial Lift Kit, and

WHEREAS, two (2) proposals were submitted and reviewed by the QPA and Gary Douglass, CPWM, and

WHEREAS, the low bid did meet the required specifications, and

WHEREAS, the next low bidder complied with the specifications and supplied all required certifications and bid documents and the CFO has determined sufficient funds are available in the budget as follows:

Budget Year & Appropriation Ord. 2008-20, Line C-04-55-394-250

CFO Signature



NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the contract for the above is hereby awarded to the lowest **qualified responsible** bidder as follows:

AWARD TO: Mobile Lifts, Inc.
TOTAL: \$74,850.00

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

I hereby certify the foregoing resolution was adopted by the Township Council at a meeting held on March 2, 2009.


 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-82

TITLE: RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT BETWEEN LOWER TOWNSHIP AND CAPE MAY COUNTY FOR HISTORIC DOCUMENT CONSERVATION CONTRACT

WHEREAS, the County received a Pubic Archives and Records Infrastructure Support Grant, a portion of which is dedicated to the conservation of historic documents, and

WHEREAS, Lower Township previously agreed to support the County in applying for the PARIS grant under one application, and

WHEREAS, Lower Township selected historical documents in need of conservation and desires to participate with the County under a Shared Services Agreement for said conservation.

NOW, THEREFORE, BE IT RESOLVED the Mayor and Clerk are hereby authorized to execute the attached Shared Services Agreement with the County of Cape May for the Historic Document Conservation Contract.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on March 2, 2009.


Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

**SHARED SERVICES AGREEMENT
BETWEEN
TOWNSHIP OF LOWER
AND THE COUNTY OF CAPE MAY
HISTORIC DOCUMENT CONSERVATION CONTRACT**

THIS AGREEMENT made and entered into on the 2nd day of March, 2009, by and between:

TOWNSHIP OF LOWER,

a body politic and corporate of the State of New Jersey

with offices located at:

2600 BAYSHORE ROAD
VILLAS, NJ 08251

hereinafter referred to as the "Municipality",

and:

The County of Cape May,

a body politic and corporate of the State of New Jersey,

with offices located at:

William E. Sturm Jr. Administration Building
4 Moore Road
Cape May Court House, New Jersey 08210

hereinafter referred to as the "County".

WHEREAS, the County received a Public Archives and Records Infrastructure Support (PARIS) grant, a portion of which is dedicated to the conservation of historic documents originating from the County and the Municipality; and

WHEREAS, the Municipality has previously agreed to support the County in applying for the PARIS grant under one application in an effort to achieve economies of scale through shared services; and

WHEREAS, the County has issued a **Request for Bid SPEC #9** to select one vendor and will execute a contract with said vendor to furnish and deliver conservation treatments, preservation microfilming, and scanning for archival and historically significant document collections of the County and of the Municipality; and

WHEREAS, the Municipality has selected historically relevant documents which are in need of the treatment described above and expressed its desire to participate with the County under a Shared Services Agreement; and

WHEREAS, since one contract will be executed by the County with the selected vendor the County and the Municipality desire to establish and delineate their respective responsibilities with regard to the PARIS project and between each other; and

WHEREAS, the County will include in its contract with the selected vendor a provision identifying the Municipality as a third party beneficiary under that contract; and

WHEREAS, the County requires the Municipality to release and discharge the County from any and all liability in all respects in the event said municipal documents are damaged or lost during the course of this PARIS project; and

WHEREAS, N.J.S.A. 40A:65-1, et seq. authorizes local government units to enter into agreements for the exchange of services pursuant to the provisions of that statute known as the "Uniform Shared Services and Consolidation Act" ("Act"); and

WHEREAS, the parties hereto intend to enter into such an Agreement pursuant to the authority conferred by the Act and to jointly conduct PARIS projects that benefit both agencies and the public at large;

NOW, THEREFORE, it is agreed, stipulated and understood between parties, in consideration of the mutual promises contained herein as follows:

1. All of the above recitals are incorporated herein by reference as if fully set forth at length. The term of this Agreement shall be upon completion of the PARIS project, approximately on or about August 1, 2009, starting from the date the Agreement is authorized by both parties.
2. The Municipality shall cooperate with appropriate County personnel and the selected vendor to ensure timely delivery and receipt of documents so as to not cause any delays or disruption to the project. The Municipality will transport its selected documents to a designated County facility for a pre-bid inspection by potential vendors once during the public bid process and again for transfer to and from the Vendor. A Municipal representative shall be present at all times when the Municipality's documents are present in a County facility.
3. The Municipality agrees unconditionally to release and discharge the County (including but not limited to its officers, elected officials and employees) from any and all liability in all respects in the event said municipal documents are damaged or lost during the course of this PARIS project. It is the intention that the scope of this release provision be the widest and most comprehensive allowable by law with respect to the County but shall not extend to any vendor or other individual not specifically released hereunder.
4. The County shall require the selected vendor ("Vendor") and any subcontractor to indemnify the County and the Municipality and hold them completely harmless from and against any and all damages, claims, lawsuits, disputes, losses and/or liabilities of any sort (including reasonable attorney's fees and expert fees) that the County or Municipality may incur arising out of or relating to any aspect of this PARIS Project. In addition, the County shall require the Vendor to name the County and the Municipality as an additional primary

insured on all insurance contracts carried by the Vendor to provide general comprehensive liability coverage. A certificate of insurance evidencing said coverage and the additional insured designation shall be provided to the County. The Vendor shall also be required to provide professional liability insurance coverage for this Paris Project in an amount approved by the Municipality and County.

5. The County shall execute a service Agreement with the selected Vendor as necessary in accordance with the Local Public Contracts Law. The Vendor shall invoice the County for the total sum of the contract on a municipality-by-municipality basis since PARIS grant funds are being utilized to fund this project. Upon invoice the County shall pay the vendor the sums due in accordance with its customary practices. By acceptance of this Agreement by the Municipality the County shall provide to the Vendor its unconditional authorization to have the Vendor perform the stated conservation services on its documents. If there is any dispute (of any nature) as to the performance of the work performed by the Vendor on behalf of the Municipality, the Municipality waives any right or claim it may have against the County and shall pursue its dispute directly with the Vendor. The County shall obligate the Vendor to address and satisfy (in a reasonable business-like manner) any quality control issues directly with the Municipality.
6. In the event of a dispute between the County and the Municipality arising out of this Agreement, the contract documents or the work being performed, the parties agree that they will immediately meet and make a good faith effort to resolve such conflict.
7. This Agreement shall be approved by resolution of the Municipality and by resolution of the Cape May County Board of Chosen Freeholders. Said resolutions shall be duly adopted in accordance with the law at public meetings held in accordance with the Open Public Meetings Act.
8. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by both parties.
9. The laws of the State of New Jersey without giving effects to its conflicts of law principles govern all matter arising out of or relating to this Agreement.
10. Nothing in this Agreement shall be construed as a waiver by the Municipality or the County of any immunity provided by the New Jersey Tort Claim Act, N.J.S.A. 59:1-1, et seq.
11. The duties and obligations of this Agreement shall remain in effect for as long as the applicable Statute of Limitations remains in effect.

IN WITNESS WHEREOF the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:

MUNICIPALITY

By:

Signature

Michael E. Beck

Print Name

Mayor

Title

Date: March 2, 2009

ATTEST:

Stephen O'Connor
Clerk/Administrator

COUNTY OF CAPE MAY

By:

Daniel Beyel

Freeholder Director

Date: _____

APPROVED AS TO FORM:

John C. Porto, Esquire
County Counsel

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

RESOLUTION #2009-83

TITLE: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified overpayments due to homeowner being granted total tax exemption by Cape May County Tax Board: and

WHEREAS, the mortgage company is entitled to a refund.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Tax</u>
753.14	19	First American	968.19

I hereby certify the foregoing to be a resolution adopted by the governing body at a meeting held on March 2, 2009.



 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-84

Title: TRANSFER OF 2008 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 \$200.00 be made between the 2008 budget appropriation reserves.

<u>LINE ITEM</u>		<u>ACCT. NUMBER</u>	<u>TO</u>	<u>FROM</u>
Animal Control	OE	8-01-27-340-295	200.00	
Recreation	OE	8-01-28-370-299		200.00
			<u>200.00</u>	<u>200.00</u>

I hereby certify the foregoing to be a resolution adopted by the Township Council on March 2, 2009.


 Claudia R. Kammer, RMC, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-85

TITLE: RESOLUTION AUTHORIZING THE COOPERATION OF THE TOWNSHIP OF LOWER AND CAPE MAY COUNTY AND RECOGNIZING THE COUNTY AS LEAD AGENCY FOR THE DURATION OF THE FEMA FUNDED COUNTYWIDE MULTI-JURISDICTIONAL ALL HAZARD PRE-DISASTER MITIGATION PLANNING PROJECT

WHEREAS, the property owners of Cape May County experience a high rate of repetitive property losses caused mainly by flooding and they reside in a unique geographic location that could experience a variety of natural and man-made disasters; and

WHEREAS, the County of Cape May received a grant from the Federal Emergency Management Agency (FEMA) to develop a Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan to mitigate the potential life and property losses associated with man-made and natural disasters; and

WHEREAS, Cape May County, together with all sixteen municipalities, will develop a Multi-Jurisdictional All Hazard Pre-Disaster Mitigation Plan that will describe the hazards the County and Municipalities face and the risks associated with those hazards, and will develop strategies for mitigating those hazards; and

WHEREAS, a Hazard Mitigation Steering Committee will be formed that includes one member from each Municipality, requiring that the Township of Lower appoint a representative capable of attending meetings, working with the selected contractor to identify critical facilities, at-risk populations, potential losses, and producing historical records, studies, and reports relevant to this planning process; and

WHEREAS, the Township of Lower acknowledges that they will be required to adopt by Resolution, the All Hazard Pre-Disaster Mitigation Plan developed by the Hazard Mitigation Steering committee after Federal Emergency Management Agency conditional approval.

NOW, THEREFORE, BE IT RESOLVED by the Township of Lower Council, that the Township of Lower does hereby agree to participate in the planning process fully and recognize the County of Cape May as the lead agency in this planning process.

BE IT FURTHER RESOLVED, that the Township of Lower has assigned the following person as the Point of Contact for our Municipality and said person will be responsible for attending the kick-off meeting, Hazard Mitigation Steering Committee meetings, and assure that the minimum requirements of the municipal participation is met:

- Art Treon, Emergency Management Coordinator, Office of Emergency Management
- Gary Douglass, Public Works Manager, Public Works - Alternate

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on March 2, 2009.

Claudia R. Kammer
 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-86

TITLE: RESOLUTION SUPPORTING S 2524/A 3697 MAKING CHANGES TO THE "FAIR HOUSING ACT"

WHEREAS, the State of New Jersey, along with our Nation, is in the midst of a severe economic crisis and in times such as these, it is necessary to take steps to provide a regulatory and economic climate conducive to the retention or existing businesses and the recruitment of new businesses and modifications to State policies and initiatives are necessary in order to set the tone for economic recovery; and

WHEREAS, S 2524/A 3697 calls for the revisions of laws relative to affordable housing including;

1. Prohibits municipalities from collecting development fees for the construction or reconstruction of owner-occupied one-family or two-family residential property.
2. Extends filing deadlines for municipalities to 2010.
3. Allows municipalities to zone for construction of affordable housing rather than construct affordable housing.
4. Special consideration for real property located in the Highlands, Pinelands and Coastal areas due to pre-existing environmental specifications.
5. Re-introduces the allowance of regional contribution agreements between municipalities.
6. Eliminates the "State-wide Non-residential Development Fee Act:
7. Reasonable provisions for handling municipal fair share obligations as it concerns age-restricted housing units, increasing the allowable percentage of the fair share obligations to 50% from 25%.

NOW, THEREFORE, BE IT RESOLVED a copy of this resolution will be sent to all municipalities in Cape May County, Senator Jeff Vandrew, Assemblyman Nelson T. Albano and Assemblyman Matthew W. Milam.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on March 2, 2009.


 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-87

TITLE: APPROVAL OF 2009 ROTARY TOWING LICENSE - CAPE HARBOR AUTO REPAIR, INC.

WHEREAS, Section 22-1 requires any contractor providing towing and storage services for the Township of Lower be licensed by the Township, and

WHEREAS, the following contractor has completed the required application, paid the fee and provided all documentation required by ordinance, and

WHEREAS, the Police have reviewed said applications as required by Section 22-4 (d) of the General Ordinances and have no objection to the issuance of said license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the following applicant shall be issued Rotary Towing Licenses for the year 2009.

Jerry Mancuso - Cape Harbor Auto Repair, Inc.

I hereby certify the foregoing to be a resolution adopted by the Township Council on March 2, 2009.


Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-88

Title: AUTHORIZATION TO CANCEL UNCASHED PRIOR YEAR CHECKS

WHEREAS, the check listed below has been outstanding for one year or more on the bank reconciliation for the Lower Township Payroll Account; and

WHEREAS, the Chief Financial Officer has requested that such checks be officially canceled in order to properly maintain the Township records, and

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following list of prior years outstanding checks are hereby canceled.

Check Number	Amount	Date	Payee
302	1.97	06/03/05	Brian McEwing
16333	1.00	09/15/07	Dallas Bohn
688	28.10	12/28/07	Nationwide Prov
17964	0.03	12/28/07	Robert Hartman
19840	0.01	05/01/08	Michael Giuffrida

I hereby certify the foregoing to be a resolution adopted by the Township Council on March 2, 2009.


 Claudia R. Kammer, RMC, Township Clerk

	CONRAD	MAZUREK	DOUGLAS S	LARE	BECK
MOTION			X		
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION #2009-89

TITLE: RESOLUTION APPROVING PROJECT PROPOSAL BETWEEN HATCH MOTT MACDONALD AND THE TOWNSHIP OF LOWER FOR ENGINEERING SERVICES RELATED TO OHIO AVENUE PUMP STATION OUTFALL REPLACEMENT

WHEREAS, Hatch Mott MacDonald is currently serving as the Municipal Engineer (the "Engineer") based upon a Contract For Services which sets forth their standard hourly rates as approved by the Township Council and executed by the Mayor and Clerk (the "Engineer's Contract");

WHEREAS, the Engineer has provided a separate fee proposal for engineering services related to which is set forth on EXHIBIT A attached hereto (the "Project Proposal"); and

WHEREAS, the Township Council desires to approve the Project Proposal.

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

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for a total amount of \$ 10,350.00 , is hereby approved.
2. That the Mayor and Clerk are hereby authorized and directed to execute the Project Proposal on behalf of the Township of Lower, and to take any and all other actions necessary to effectuate the purposes thereof.
3. All of the terms and conditions of the Engineer's Contract except for the specific terms and conditions of the Project Proposal shall continue in full force and effect and the Project Proposal shall be deemed a supplement thereto.

I hereby certify the foregoing to be an original resolution adopted by the Township Council of the Township of Lower at a meeting held on March 2 , 2009.


 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

Res. #2009-89



**Hatch Mott
MacDonald**

833 Route 9 North
PO Box 373
Cape May Court House, NJ 08210-0373
T 609.465.9377 www.hatchmott.com

March 2, 2009

Ms. Kathleen McPherson, Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Ohio Avenue Pump Station Outfall Replacement
Engineering Proposal
Township of Lower, Cape May County, New Jersey**

Dear Ms. McPherson:

Please find enclosed herewith our proposal to complete the professional surveying & engineering services required to replace the existing pump station outfalls (15-inch corrugated metal and 24-inch corrugated metal) located on Block 164.02, Lot 6 adjacent to Ohio Avenue (Delaware Bay Drive).

As you are aware, the structural stability of the storm sewer outfalls located at the above location has been brought into question due to the existence of several sink holes along the alignment of each pipe. Excavation of the main 24-inch storm sewer outfall pipe by Township Public Works on February 17th revealed that the existing corrugated metal outfall pipe has deteriorated in certain locations and is allowing sand from the overlying dunes to be drawn in as the storm water pumps cycle. While the 15-inch storm sewer outfall was not directly excavated, evidence suggests that the pipe material has deteriorated as well and as such replacement of both pipes is warranted.

As requested we looked at putting this project out to public bid, however given the May 1st to September 15th NJDEP time restriction, it does not seem that there is sufficient time to have the project authorized, designed, bid and constructed prior to May 1st. It is our understanding that Public Works will temporarily patch the existing holes in the outfalls where sinkholes have been formed and maintain an open pipe discharge on the outfalls until the pipes can be replaced in the Fall under the Outfall Extension project previously authorized.

HMM proposes the following scope of services to include the replacement of the Ohio Avenue pump station outfalls under the previously authorized outfall extension project:

Task 1	Boundary & Topographic Survey
---------------	--

A field survey will be performed for the purposes of identifying topographic features, utility information, existing structures and boundary information within the existing footprint of the twin outfalls. Additional survey information required to design and



replace the outfalls and restore the existing beach and dunes to their pre-construction grades will also be acquired.

An existing conditions plan will be prepared to clearly identify the horizontal and vertical alignments of the existing outfalls and the plan will also detail existing spot elevations recorded in the field and contours at an appropriate interval.

We propose to complete the scope of work outlined above in **Task 1** for the lump sum amount of **\$2,500**.

Task 2	Outfall Replacement Design
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The following outlines our proposed scope of services for work included under Task 2 for the project:

- HMM will complete a design plan, construction details and necessary specifications for the replacement of the storm sewer outfalls;
- Coordination with NJDEP regarding replacement of the existing outfall pipes and restoration of the dune areas; and
- Complete a "Fill and Draw" on the existing pump station to determine the amount of flow for which the pump station and outfalls were designed to handle. Upon replacement of these outfalls and as part of the Bayshore Outfall Extension project, the Township has requested HMM to design a single combined outfall pipe extension at this location. Due to the lack of existing design information on the pump station and outfalls, the information from the "fill and draw" field test will be utilized to calculate the size of a single storm water outfall extension at this site, thereby eliminating the need to further extend both outfalls waterward of their current discharge point.

We propose to complete the scope of work outlined above in **Task 2** for the lump sum amount of **\$7,850**.

FEE SUMMARY			
<u>Scope Of Work</u>	<u>Description</u>	<u>Payment Method</u>	<u>Cost</u>
Task 1	Boundary & Topographic Survey	Lump Sum	\$2,500
Task 2	Outfall Replacement Design	Lump Sum	\$7,850
TOTAL			\$10,350

We thank you for the opportunity to provide this Scope of Work for the Ohio Avenue Pump Station Outfall Replacement project. Should you have any questions regarding the



Hatch Mott
MacDonald

above information or should you wish to discuss this proposal in more detail, please do not hesitate to contact this office.

Very truly yours,
Hatch Mott MacDonald

Handwritten signature of Mark R. Sray in cursive script.

Mark R. Sray PE, CME
Senior Associate
T 609.465.9377 F 609.465.5270
mark.sray@hatchmott.com

Handwritten signature of Steven C. Morey in cursive script.

Steven C. Morey
Senior Project Manager
T 609.465.9377 F 609.465.5270
steven.morey@hatchmott.com

cc: Robert C. Mainberger, PE, CME, Hatch Mott MacDonald
File: 255139CM10-III-3

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

RESOLUTION #2009-90

TITLE: RESOLUTION APPROVING CONTRACT, WITH PROPOSED CHANGES, FOR PURCHASE OF LAND FROM THE TRUST FOR PUBLIC LANDS AND SUBSEQUENT CONVEYANCE OF THAT LAND TO THE COUNTY OF CAPE MAY, SUBJECT TO PASSAGE OF ORDINANCE

WHEREAS, the Trust for Public Lands desires to acquire land and sell it to the County of Cape May (the "County");

WHEREAS, said land consists of approximately 13.166 acres in the Township, designated on the recorded subdivision plan or survey as Block 410.01, Lots 72.01, 72.04, and 72.05 (the "Property");

WHEREAS, the Township through the State of New Jersey Green Acres Program has received a grant in the amount of \$131,375.00, which it desires to contribute toward the acquisition of the Property; and

WHEREAS, in connection therewith, the Township desires to enter into a contract with the Trust for Public Lands and the County to purchase the Property with said Green Acres funding (the "Agreement"), in the form attached hereto as EXHIBIT A with proposed changes attached hereto as EXHIBIT B.

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

1. The Township Council hereby approves the Agreement attached hereto as EXHIBIT A with proposed changes attached hereto as EXHIBIT B, subject to an ordinance to authorize the acquisition and conveyance of the Property pursuant to the Local Lands and Buildings Law (N.J.S.A. 40A:12 et. seq.).

2. The Mayor and Clerk are hereby authorized and directed to execute the Agreement, as modified by the proposed changes, on behalf of the Township of Lower and to take any and all other actions necessary to effectuate the purposes thereof.

I hereby certify the foregoing to be an original resolution adopted by the Township Council of the Township of Lower at a meeting held on March 2, 2009.


Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOMD	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT		X			

EXHIBIT A

AGREEMENT OF CONVEYANCE

This is an Agreement, dated as of February _____, 2009, between THE TRUST FOR PUBLIC LAND, d/b/a TPL-New Jersey ("Seller"), TOWNSHIP OF LOWER ("Town"), and CAPE MAY COUNTY, New Jersey ("County"; the Town and County are sometimes collectively referred to herein as "Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

The Trust for Public Land
New York City Office
666 Broadway, 9th Floor
New York, New York 10012
Attn: Richard E. Palumbo, Esq., Counsel
Tel: (212) 677-7171 x 208
Fax: (212) 353-2052
e-Mail: richard.palumbo@tpl.org

BUYER:

Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251
Attn: Kathleen McPherson
Tel: (609) 886-2005
Fax: (609) 886-1694
e-Mail:

A copy of any notice to the Town must also be sent to:

A copy of any notice to Purchaser must also be sent to:

The Trust for Public Land
New Jersey Field Office
P. O. Box 2654
Southampton, NJ 08088
Attn: Cindy Roberts
Tel.: (609) 859-9615
Fax: (609) 859-1498
e-Mail: cindy.roberts@tpl.org

Cape May County
4 Moore Road
Cape May Court House, NJ 08210
Attn: Barbara Ernst
Tel: (609) 465-1086
Fax: (609) 465-1418
e-Mail: Ernst@co.cape-may.nj.us

A copy of any notice to the County must also be sent to:

John Porto, Esq., County Counsel
4 Moore Road, DN 104
Cape May Court House, NJ 08210
Tel: (609) 465-6885
Fax: (609) 463-0705
E-Mail:

B. Seller is the option holder with respect to certain real property consisting of approximately 13.166 ± acres of land in the Township of Lower, Cape May County, New Jersey, designated on the recorded subdivision plan or survey as Block 410.01, Lots 72.01, 72.04, and 72.05, which real property is more particularly described in Exhibit A, attached hereto and made a part hereof. Said real property, together with any improvements, fixtures, minerals and/or timber thereon, and any riparian, access, mineral, water, timber or other rights appurtenant thereto shall be referred to in this Agreement as the "Subject Property."

C. The current owner of the Subject Property is Rebecca Chamberlain, having an address at 1 Osprey Drive, Cape May, New Jersey 08204 (the "Owner").

D. Buyer wishes to purchase the Subject Property from Seller and Seller wishes to sell the Subject Property to Buyer on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Subject Property on the terms and conditions set forth herein.

2. **Price; Method of Payment.**

(a) Subject to Section 3 below, the purchase price for the Subject Property shall be Three Hundred Eighty Thousand and 00/100 (\$380,000.00) Dollars (the "Purchase Price").

(b) The Purchase Price shall be payable at Closing by certified, cashier's or bank check, attorney's trust account check, title company escrow account check, official check of the Town or the County, as the case may be, or by wire transfer of immediately available funds.

3. **Closing.**

(a) Final settlement of the obligations of the parties hereto ("Closing") shall occur on or about March 20, 2009, at such time and place as the parties shall mutually agree, as more fully described below. At the request of Seller, Closing may be scheduled so as to coincide with the closing for the sale of the Subject Property under Seller's option agreement with Owner.

(b) The parties agree that the Closing shall occur in the following sequence of events:

(i) The Closing shall take place in two phases: In phase 1 (the "Phase 1 Closing"), Seller shall direct the Owner to transfer title to the Subject Property to the Town for the Purchase Price by bargain and sale deed with covenant as to grantor's acts (the "Deed"), which deed shall include the following covenant (the "Green Acres Covenant"):

"The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36, as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes."

The Town agrees to fund at the Phase 1 Closing the amount of \$131,375.00 in readily available funds toward the Purchase Price, and Seller agrees to fund at the Phase 1 Closing the amount of \$248,625.00 in readily available funds toward the Purchase Price on behalf of the County, subject to reimbursement from the County as set forth in Section 3(b)(iii) below. Seller agrees to purchase on behalf of the Town a title policy in substantially the form attached hereto as Exhibit B.

(ii) On the same business day, immediately following the Phase 1 Closing, the Town agrees to transfer the Subject Property to the County by bargain and sale deed with covenant as to grantor's acts, for no consideration (the "Phase 2 Closing").

(iii) In consideration of Seller's advancement of the funds described in Section 3(b)(i) above on behalf of the County, at the Phase 2 Closing, the County agrees to reimburse to Seller the amount of \$248,625.00 in readily available funds.

4. **Condition of the Subject Property.**

(a) Buyer acknowledges and agrees that Buyer has:

(i) made an independent investigation of the physical condition of the Subject Property including but not limited to the condition of the soil, the presence of hazardous materials or contaminants, other physical characteristics, and compliance of the Subject Property with any statutes, ordinances or regulations;

(ii) studied all aspects or circumstances of the Subject Property, which Buyer deems material or relevant;

(iii) requested and received from Seller all other documents and materials which Buyer deems material or relevant with respect to the transactions contemplated under this Agreement;

(iv) had full, complete and satisfactory access to the Subject Property, and all records relating to the same, which Buyer has requested and/or deemed material or relevant;

(v) had the opportunity to make all inspections and verifications which Buyer deemed necessary for the completion of Buyer's due diligence review for the transactions covered by this Agreement; and

(vi) the Town and the County each have taken all appropriate steps and procedures and obtained all required approvals for the acquisition of the Subject Property as set forth herein, and each has the requisite authority to consummate the transaction contemplated by this Agreement.

(b) Buyer further acknowledges and agrees that:

(i) Seller has made no representations or warranties with respect to the Subject Property except as set forth in this Agreement;

(ii) Seller shall not be responsible for any statements, representations or warranties of any kind furnished to Buyer by any real estate broker or any other person, unless the same are specifically set forth in this Agreement; and

(iii) no materials, brochures, or documents delivered by Seller to Buyer or any other person shall be, or be deemed, a representation, warranty, or agreement of Seller under, or with respect to, this Agreement; and Buyer has, and shall have, the exclusive responsibility for verifying any facts or conditions set forth or described in any such materials, brochures, or documents.

(c) Buyer agrees to accept the Subject Property "as is," in its present condition, subject to all reasonable use, wear and tear, and deterioration of any kind in, of, or to the Subject Property and agrees with respect to the condition of the Subject Property to defend and hold harmless Seller from any and all claims made by the third parties, as well as actions initiated by federal and state agencies.

5. Title; Survey.

(a) Seller may, at its election, (i) acquire the Subject Property and convey it to Buyer, (ii) cause the Subject Property to be conveyed to Buyer directly by Owner, or (iii) assign Buyer

its agreement with Owner for the purchase of the Subject Property. Any such conveyance of the Subject Property shall be made by the Deed and shall consist of a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, and mortgages except (A) the lien for nondelinquent real property taxes; (B) the matters set forth in Schedule B, Sections 1 and 2, of the title commitment set forth on Exhibit B attached hereto and made a part hereof; (C) the Green Acres Covenant, and (D) any other matters approved by Buyer.

(b) Seller has provided Buyer with a boundary survey of the Subject Property, prepared by Schaeffer Nassar Scheidegg, and dated February 10, 2009 (the Survey”), which is acceptable in all respects to Seller.

6. **Seller’s Promise Not to Further Encumber.** Seller shall not, without the prior written consent of Buyer, make or allow to be made any leases, contracts, options or agreements whatsoever affecting the Subject Property which would in any manner impede Seller’s ability to perform hereunder and deliver title as agreed herein.

7. **Seller’s Representations.** Seller makes the following representations:

(a) At Closing, Seller will own and/or will have the power to sell, transfer and convey all right, title and interest in and to the Subject Property.

(b) Seller represents and warrants that it is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code. Seller’s United States Taxpayer Identification Number is 23-7222333.

8. **Closing Expenses and Fees.** Real property taxes on the Subject Property shall be prorated as of the date of Closing based upon the latest available tax bill. It is anticipated by the parties that no documentary tax or real property transfer tax or gains tax shall be imposed upon the conveyance contemplated in this Agreement, however, any such taxes or fees, if imposed, shall be paid by Buyer. Seller shall pay the premium for any title insurance policy for the Subject property conveyed in the Phase 1 Closing. Other fees and charges shall be allocated in accordance with the customary practice in Cape May County.

9. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties by hand, by commercial courier service, by United States Express Mail, or by certified United States mail, postage prepaid, addressed to the parties at the addresses set forth in recital A or such other addresses as the parties may designate by notice. All notices shall be deemed given when received (except any notice which is properly addressed and delivered but refused shall be deemed given on the date of refusal). Notice given by facsimile machine shall not constitute notice under this Agreement unless accompanied by an additional notice given in accordance with the provisions of this paragraph.

10. **Attorneys' Fees.** If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

11. **Remedies Upon Default.** In the event Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Seller shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Buyer. If Seller is unable to transfer title to Buyer in accordance with this Agreement, Buyer's sole remedy shall be to terminate this Agreement and the parties shall have no further liability to each other.

12. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party against whom the claim is asserted will hold the other party harmless from said claim.

13. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their assigns, and other successors in interest.

14. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

15. **Assignment.** Buyer may not assign its interests under this Agreement without the written consent of Seller.

16. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Counterparts.** This Assignment may be executed in one or more counterparts and by the manual or facsimile signature of the parties hereto. Each of such counterparts, when so executed, shall be deemed to be an original and when taken together shall constitute a single instrument.

18. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the doctrine of conflicts of law of such state.

20. **Confidentiality.** The parties hereto agree that the terms of this Agreement, including but not limited to the purchase price, shall remain confidential, and that copies of this Agreement shall not be provided to anyone other than the parties or their respective attorneys, employees or representatives without the consent of the parties hereto, or as required by law.

21. **Seller's Condition Precedent to Closing.** The obligations of Seller hereunder are conditioned upon Seller's acquisition of the Subject Property from Owner. In the event Seller fails to acquire the Subject Property by the date set forth herein for Closing, either party may elect to terminate this Agreement and thereafter the parties shall have no further liability to each other. The obligations of Seller hereunder are further conditioned upon the formal approval of this transaction by Seller's Board of Directors.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below as of the date first set forth above:

SELLER:

THE TRUST FOR PUBLIC LAND

By: _____

Name:

Title:

BUYER:

TOWNSHIP OF LOWER

By: _____
Name:
Title:

CAPE MAY COUNTY

By: _____
Name:
Title:

Attached Exhibits:
Exhibit A – Legal or other description
Exhibit B – Proposed Title Insurance Commitment

Exhibit A

Metes and Bounds Description of the Subject Property

Exhibit B

Title Insurance Commitment by First American Title Insurance Company,
effective dated November 13, 2008, File Number 601980

EXHIBIT B

EXHIBIT B

- Town will take title only for the purpose of securing Green Acres funding; upon taking title, Town will immediately convey title to County.
- Town's only financial obligation shall be the share of the purchase price it receives from Green Acres.
- If any "matching" contribution is required by Green Acres, said contribution shall come solely from County.
- Seller shall pay for all of Town's expenses, including legal fees, in connection with this conveyance.
- To induce Town and County to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter set forth, each of which is material to and is expressly relied upon by Town and County:
 - Authority. Seller has full power and authority to execute and deliver this Agreement and such other documents as are described herein to be executed and delivered, and to perform the transactions contemplated herein and therein;
 - Binding on Seller. This Agreement and such other documents herein contemplated to be executed and delivered have been duly authorized, executed and delivered by it and constitute valid and binding obligations of Seller enforceable in accordance with their respective terms. Seller's execution and delivery of this Agreement and such other documents as are contemplated herein to be executed and delivered bind Seller to perform, observe and comply with their respective terms and provisions;
 - No Conflict. Seller's execution and delivery of this Agreement and any other documents contemplated hereunder to be executed and delivered, and Seller's performance of and compliance with their provisions, do not conflict with or result in a violation of any agreement to which Seller is a party;
 - Legal Action. To the best of Seller's knowledge there is no suit, action or legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances or other regulatory laws, whether federal, state, county, or municipal, affecting the Property or its operations, pending or threatened against Seller, nor is there any factual basis known to Seller for any such suit, action, proceeding or investigation;

- Environmental Compliance. To the best of Seller's knowledge, the business and operations of Seller and all other occupants of the Property have at all times been conducted in compliance in all material respects with all applicable federal, state, local or foreign laws, ordinances, regulations, orders and other requirements of governmental authorities concerning matters relating to the environment;
- No Tenancies. There are not and, on the Closing Date, there will not be any leases in effect or to be in effect in the future with respect to the Property, whether written or oral, which creates or shall create in the future any tenancy or other rights of any third parties to the Property;
- Indemnification. Seller shall indemnify, defend and hold Buyer harmless from and against any claims made with respect to any of the representations and warranties contained herein.
- Survival. The representations, warranties and covenants contained in this Agreement of Conveyance shall survive the Closing for a period of one (1) year.

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

RESOLUTION #2009-91

TITLE: APPOINTMENT TO LOWER TOWNSHIP RECREATION ADVISORY BOARD

WHEREAS, there remains a vacancy for an Alternate Member to fill the unexpired term of Frank Ziegler, and

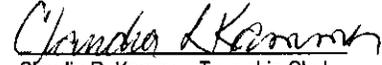
WHEREAS, the applications on file have been submitted to Council for review, and

WHEREAS, Council is desirous maintaining a full board.

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following appointment is made.

<u>Name</u>	<u>Type</u>	<u>Expiration</u>
Mary Calfina	Alternate Member (Formerly F. Zeigler)	June 30, 2010

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on March 2, 2009.


 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION	X				
SECOND				X	
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		

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

RESOLUTION # 2009-92

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on March 2, 2009 that an Executive Session closed to the public shall be held on this date at approximately 8:00 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

I hereby certify the foregoing to be a resolution adopted by the Township Council on March 2, 2009.


 Claudia R. Kammer, Township Clerk

	CONRAD	MAZUREK	DOUGLASS	LARE	BECK
MOTION		X			
SECOND	X				
AYE	X	X		X	X
NAY					
ABSTAIN					
ABSENT			X		