

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

September 19, 2022 – 7:00 pm.

Meeting called to order

Opening Announcement

Pledge of Allegiance & Moment of Silence

Roll Call & Determination of Quorum

Work Session

Consent Agenda

Approval of Minutes – September 7, 2022

Res. #2022-292 Authorization for the payment of vouchers \$ 1,959,519.20

Res. #2022-293 A Resolution Authorizing a Shared Service Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services

Res. #2022-294 Authorization for the Payout of Accumulated Compensatory Time (K.Walker \$5,749.18)

Res. #2022-295 Authorization for the Waiver of Permitting Fees for Naval Air Station Wildwood Associated with the Restoration/Replacement Project of Roof A

Res. #2022-296 Appointment to the Zoning Board of Adjustments (J.Baker)

Res. #2022-297 Authorization for the Refund of Taxes

Res. #2022-298 Knock Out Opioid Abuse Day – October 6, 2022

Res. #2022-299 Insertion of Special Item of Revenue Pursuant to NJSA 40A:4-87, Chapter 159 (National Opioid Settlement \$7,134.76)

Res. #2022-300 A Resolution Permitting Eligible Retired Employees to Waive Healthcare Coverage and Receive a Buyout Pursuant to NJSA 40A:10-17.1

Res. #2022-301 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GOVDEALS Online Auction Website

Res. #2022-302 Authorization for the Payout of Accumulated Compensatory Time (C.Scheid \$2,186.85)

Res. #2022-303 Approval of Change Order #1 to Asphalt Paving Systems Inc for Addition of Reconstruction of Miami Avenue from Peters Road to the Dead End on the Reconstruction of Mowery Avenue, Harvard Street, Peters Road and Howland Avenue Project LT-C-024 (b) (\$102,477.50)

Regular Agenda

Engineer Report

Monthly Report

Clerk, Construction, Dog, Vital

Public Comment

Council Comments

Closed Session

Res. #2022-304 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Contract Negotiations, Attorney-Client Privilege**

Adjourn

COUNCIL MEETING MINUTES – September 7, 2022

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on September 7, 2022 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 Kevin Coombs
Councilmember Roland Roy, Jr.
Deputy Mayor David Perry
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager, David Stefankiewicz, Township Solicitor and Karen Fournier, Deputy Township Clerk

Pastor West gave the invocation.

Work Session

Presentation of Retirement Plaque to David Lepor

Mayor Sippel, on behalf of Council, thanked David Lepor for his 29+ years of service with the Township and presented him with a plaque congratulating him on his retirement.

Gary Douglass, Public Works Director, offered words of gratitude to Dave for his dedication, experience and friendship throughout the years.

Oath of Office – Sergeant James McNulty

Chief Lewis shared Sergeant James McNulty's biography. Mayor Sippel administered the Oath of Office to Sergeant McNulty while his son, James Jr., held the Bible and his wife, Heather, pinned his badge.

Oath of Office – Patrolman Mathew Reilly

Chief Lewis shared Patrolman Mathew Reilly's biography. Mayor Sippel administered the Oath of Office to Patrolman Reilly while his mother, Regina Reilly, held the Bible and pinned his badge.

Consent Agenda

Approval of Minutes - August 15, 2022

Res. #2022-272 Authorization for the Payment of Vouchers \$972,858.02

Res. #2022-273 Approval of an Alcoholic Beverage Control License Place-to-Place Transfer – Expansion of Licensed Premises – License #0505-31—031-002; Greater Cape May Elks, Lodge #2839

Res. #2022-274 A Resolution Extending Resolution #2021-197 Relaxing the Procedures Associated with Site Plan Review and Approval for Existing Restaurants in Relation to the Ongoing Coronavirus Pandemic

Res. #2022-275 A Resolution Requesting Release of Demolition Bond for Block 127, Lot 28

Res. #2022-276 Approval of Change Order #1 to Axon Enterprises, Inc. for Phase II of the Axon Fleet Camera Project to add ALPR License and Fleet Refresh (\$89,328.)

Res. #2022-277 Approval of Change Order #2 to Axon Enterprises, Inc Phase II of the Axon Body 3 Cameras to add Auto Tagging License, Signal Sidearm Kit and Respond Device Licenses (\$59,679.)

Res. #2022-278 A Resolution Supporting A Grant Application to the Cape May County Division of Open Space and Farmland Preservation Trust for Historic Cold Spring Village

Res. #2022-279 A Resolution Approving the Lower Township Children's Fund Concert

Res. #2022-280 Approval of Change Order #1 to Asphalt Paving Systems, Inc. for Unanticipated Supplemental Items for the Sheriff Taylor Boulevard & Roadway Striping Program (\$14,120.00)

Res. #2022-281 Authorizing the Pay Out of Terminal Leave (D.Lepor \$59,535.60)

Res. #2022-282 Authorizing the Pay Out of Terminal Leave (M.Loper \$276.61)

Res. #2022-283 Approval of Change Order #1 to DeBlasio & Associates for Additional Engineering Services for the Reconstruction of Miami Avenue from Peters Road to the Dead End

Res. #2022-284 Approval for Run the Vineyards – Down the Shore 5K Run

Res. #2022-285 Approval for Beach to Brewery 10K Run Scheduled for September 17, 2022

- Res. #2022-286 Authorization for Refund of Taxes
- Res. #2022-287 A Resolution Establishing an Emergency for the Ohio Avenue Pumping Station
- Res. #2022-288 Insertion of Special Item of Revenue Pursuant to NJSA 40A:4-87, Chapter 159 (Emergency Management Performance Grant \$10,000)
- Res. #2022-289 Resolution for Special Emergency Appropriation as per NJSA 40A:4-53 Authorizing Preparation of an Approved Tax Map
- Res. #2022-290 Approval of Change Order #1 for Additional Tax Years 2018 through 2022 for Preparation and Delivery of Approved Tax Map
- Res. #2022-291 Authorization for the Payout of Accumulated Compensatory Time (K.Boyle \$4,554.42)
- Ord. #2022-10 An Ordinance Amending Chapter 592, Taxation of the Code of the Township of Lower, To Impose a Municipal Occupancy Tax of 3% on Hotels, Motels and other Transient Accommodations. This is the first reading of this Ordinance. The second reading and public hearing is scheduled for October 3, 2022.
- Ord. #2022-11 An Ordinance for Special Emergency Appropriation as per NJSA 40A:4-53 Authorizing the Preparation of An Approved Tax Map. This is the first reading of this Ordinance. The second reading and public hearing is scheduled for October 3, 2022.

Mayor Sippel commented in favor of Res. #2022-274 and Res.#2022-279. He also thanked OEM for their assistance with the Emergency Management Performance Grant, Res. #2022-288.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS		X	X				
ROY			X				
PERRY			X				
SIPPEL			X				

Regular Agenda

- Ord. #2022-09 An Ordinance Amending Chapter Seven Entitled "Traffic" of the General Ordinances of the Township of Lower This is the second reading and public hearing of this Ordinance. This ordinance has been posted, published and made available to the public.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
COOMBS			X				
ROY		X	X				
PERRY	X		X				
SIPPEL			X				

Manager's Report – no report given

Monthly Reports

Finance

Public Comment

Robert Borkowski, 202 E. Virginia Ave., Johanna Hulton, 207 E. Virginia Ave., and Joanne Ramsey, 205 E. Virginia Ave., addressed Council regarding suspicious activity at a neighboring property and urged the Township to do something to help.

Council Comments

Councilmember Conrad reminded residents to be cautious of school children at bus stops and informed that Greenwood Avenue issues are being addressed.

Councilmember Coombs reminded residents to use caution with school back in session.

Councilmember Roy – no additional comments

Deputy Mayor Perry commented on infrastructure projects in progress and requested patience from residents as projects are being completed.

Mayor Sippel announced the following upcoming events: 9/11 Remembrance Ceremony, Family Fun Night and Run for the Fallen. He also reminded that the recycling yard returns to their off-season hours beginning Sept 18th. He addressed the concerns regarding E. Virginia Ave and instructed Manager Laffey to set up a meeting.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Roy, seconded by Councilmember Conrad. Motion to adjourn was unanimous. Meeting adjourned at 7:27 p.m.

Mayor

Township Clerk

Approved:

Resolution # 2022-292

September 14, 2022
11:02 AM

Lower Township
Bill List By Vendor Id

Page No: 1

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N
 Range: First to Last Rcvd: Y Held: Y Aprv: N
 Format: Condensed Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00067	ALL AMERICAN SPORTS CORP.*								
		22-01584	06/16/22	FOOTBALL SUPPLIES	Open	2,990.00	0.00		
00110	ANCO HOME CENTER*								
		22-01422	06/09/22	RDS/BLD/DPW/AUG/DPW	Open	240.23	0.00		
		22-01982	08/08/22	SALT SOFTENER SOLAR	Open	177.25	0.00		
		22-02017	08/10/22	MONTHLY- AUGUST	Open	366.58	0.00		
						<u>784.06</u>			
00153	ATLANTIC CITY ELECTRIC*								
		22-02231	09/13/22	STREET LIGHTS 8/1-8/31/22	Open	35,128.86	0.00		
00179	AVERY TEITLER*								
		19-01606	06/05/19	LITIGATION FOR PLANNING BOARD	Open	150.00	0.00		B
00194	ADVANCED VIDEO & SOUND LLC*								
		22-02082	08/22/22	FS data line for internet	Open	450.00	0.00		
00257	BAYSHORE LANDSCAPING INC*								
		22-00911	04/07/22	LANDSCAPING SERVICES #2022-108	Open	26,607.12	0.00		B
00301	BELMONT AND CRYSTAL SPRINGS*								
		22-02152	08/31/22	COURT WATER DELIVERY 7/2022	Open	23.13	0.00		
		22-02233	09/13/22	TOWNHALL WATER 8/1-8/29/22	Open	110.21	0.00		
						<u>133.34</u>			
00784	CAPE MAY STAR & WAVE								
		22-02150	08/31/22	LEGALS - 8/24/22	Open	71.00	0.00		
00825	COMCAST*								
		22-02189	09/08/22	FS Comcast 08.28 09.27	Open	129.94	0.00		
		22-02232	09/13/22	INTERNET (2954) 9/1-9/30/22	Open	233.06	0.00		
						<u>363.00</u>			
01055	ERIC COOMBS								
		22-02194	09/09/22	CONTRACTUAL REIMBURSEMENT V	Open	138.00	0.00		
		22-02224	09/13/22	REIMBURSEMENT FOR CHEER	Open	15.00	0.00		
						<u>153.00</u>			
01075	COPIERS PLUS*								
		22-01936	08/03/22	COPIER FOR CLERK'S OFFICE	Open	7,434.00	0.00		
		22-02230	09/13/22	COPIER DPW 8/31/22-8/30/23	Open	589.85	0.00		
						<u>8,023.85</u>			
01170	VERIZON WIRELESS* F/S								
		22-02201	09/09/22	FS Verizon 07.27 08.26	Open	168.16	0.00		
01171	VERIZON WIRELESS - TOWNHALL								
		22-02227	09/13/22	CELL PHONE 7/24-8/23/22	Open	385.25	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01171	VERIZON WIRELESS - TOWNHALL				Continued				
		22-02229	09/13/22	IPHONE BILL 7/29-8/28/22	Open	946.60	0.00		
						1,331.85			
01200	DELTA DENTAL PLAN OF NJ								
		22-02204	09/09/22	AUG 2022 CLAIMS	Open	15,148.15	0.00		
01201	DELL CORPORATION*								
		22-01903	07/29/22	2 POWEREDGE R350 SERVERS TOWN	Open	12,790.93	0.00		
01208	DRAIN DOCTOR*								
		22-01818	07/19/22	SEWER BACK-UP @ REC. CENTER	Open	425.00	0.00		
		22-02089	08/23/22	DOS-8/15/22 CLEAR MAIN SEWER	Open	425.00	0.00		
						850.00			
01220	DRAEGER, INC*								
		22-01379	06/06/22	WET BATH SIMULATOR SOLUTION	Open	480.00	0.00		
01269	DISCOUNT HYDRAULICS*								
		22-02179	09/02/22	MATERIAL FOR TRUCKS/DPW	Open	129.09	0.00		
01530	FIRE DISTRICT #1								
		22-00791	03/30/22	2022 FIRE DISTRICT #1 TAXES	Open	148,565.97	0.00		
01540	FIRE DISTRICT #2								
		22-00792	03/30/22	2022 FIRE DISTRICT 2 TAXES	Open	312,630.00	0.00		
01550	FIRE DISTRICT #3								
		22-00793	03/30/22	2022 FIRE DISTRICT # 3 TAXES	Open	214,794.00	0.00		
01653	GENTILINI FORD*								
		22-01847	07/21/22	MATERIAL FOR VEHICLES/DPW	Open	1,109.88	0.00		
01734	CHURCH'S SEASHORE NURSERY INC*								
		22-02084	08/22/22	SERVICE CALL-7/23 & 7/26 BENNE	Open	1,946.00	0.00		
01806	ANTHONY J HARVATT, II, ESQ								
		22-00903	04/07/22	ZBA SOLICITOR SALARY	Open	625.00	0.00		
		22-02169	08/31/22	ZBA Resolutions/Solicitor Fees	Open	450.00	0.00		
						1,075.00			
02010	ISLAND TROPHY*								
		22-00972	04/12/22	GRAND OPENING PLAQUES	Open	48.00	0.00		
		22-02205	09/09/22	Plaque / Certificate Holders	Open	422.00	0.00		
						470.00			
02025	HUNTER JERSEY PETERBILT*								
		22-02045	08/17/22	ARTS FOR TRUCKS/DPW	Open	943.96	0.00		
		22-02128	08/30/22	PARTS FOR VEHICLES/DPW	Open	3,361.78	0.00		
						4,305.74			
02108	KEEN COMPRESSED GAS CO*								
		22-01425	06/09/22	BOTTLED GAS/DPW/AUG	Open	1,021.82	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description				
02108	KEEN COMPRESSED GAS CO*	Continued				
22-02050	08/17/22	BOTTLED GAS/DPW	Open	<u>366.91</u>	0.00	
				1,388.73		
02183	KLENSWITE POOL SPA SUP.CO INC*					
22-01604	06/21/22	LIQUID CHLORINE CARBOYS	Open	3,168.00	0.00	
02189	KNOX ASSOCIATES, INC*					
22-02107	08/24/22	FS KNOX 2022 renewal	Open	576.00	0.00	
02248	LAWMEN SUPPLY*					
22-01567	06/15/22	AMMO	Open	1,818.00	0.00	
02419	MALL CHEVROLET, INC					
22-00494	02/17/22	2022 CHEVY BLAZER LT AWD	Open	34,748.40	0.00	
02647	KATHLEEN MCPHERSON					
22-02193	09/08/22	CONTRACTUAL REIMBURSEMENT M	Open	1,850.00	0.00	
03280	PARAMOUNT SANITARY SUPPLY*					
22-02190	09/08/22	CLEANING SUPPLIES-TOWNSHIP	Open	1,173.47	0.00	
03449	EUROFINS QC INC*					
22-01028	04/20/22	2022 SEASONAL POOL CONTRACT	Open	2,420.00	0.00	
03495	ELIZABETH BYRNE					
22-00580	03/03/22	CONTRACTUAL REIMBURSEMENT M	Open	325.08	0.00	
03518	RIGGINS, INC.*					
22-02225	09/13/22	OFF HIGHWAY DIESEL/DPW 8/31/22	Open	922.57	0.00	
03611	SERVICE TIRE TRUCK CENTERS*					
22-01387	06/07/22	TIRES/RDS/SANT/REC/DPW/SEPT	Open	6,874.67	0.00	
03810	MUNICIPAL UTIL AUTH USAGE COST					
22-02175	09/02/22	WATER CONN FEE MULLIGAN FIELD	Open	1,600.00	0.00	
03844	GIACOMO TROMBETTA					
22-02210	09/13/22	CONTRACTUAL REIMBURSEMENT M	Open	77.51	0.00	
03971	VERIZON WIRELESS MDT POLICE					
22-02149	08/31/22	VERIZON POLICE & TWP	Open	1,506.37	0.00	
03985	VILLAS NAPA AUTO PARTS					
22-01431	06/09/22	RDS/RECY/DPW/AUG	Open	2,771.70	0.00	
03992	VAL-U AUTO PARTS LLC*					
22-01540	06/10/22	RDS/SANT/RECY/DPW/AUG	Open	3,292.29	0.00	
04049	SUSAN JACKSON					
22-02192	09/08/22	CONTRACTUAL REIMBURSEMENT M	Open	2,400.00	0.00	

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04075	BARBER CONSULTING SERVICES LLC	22-02200	09/09/22	FS Barber malwarebytes	Open	440.91	0.00		
04097	CINTAS FIRST AID AND SAFETY*	22-02126	08/30/22	REFILL MEDICAL CABINET - DPS	Open	42.43	0.00		
04261	STATE OF NEW JERSEY	22-02044	08/17/22	2ND QTR 2022 UNEMPLOYMENT	Open	37,025.06	0.00		
04300	W B MASON CO INC*	22-02105	08/24/22	FS paper	Open	115.96	0.00		
6071	UNITED UNIFORMS LIMITED LIAB*	22-01266	05/20/22	CODE ENFORCEMENT SHIRTS - MONT	Open	185.00	0.00		
7062	LOUIS BARTLESON	21-01424	06/11/21	EQUIPMENT ALLOWANCE 2021	Open	150.00	0.00		
		22-00862	04/07/22	EQUIPMENT ALLOWANCE 2022	Open	150.00	0.00		
						300.00			
7079	SUBURBAN PROPANE L P*	22-02188	09/08/22	PROPANE- FREEMAN DOUGLASS PARK	Open	132.64	0.00		
7160	MICHAEL NUSCIS	21-01458	06/11/21	EQUIPMENT ALLOWANCE 2021	Open	150.00	0.00		
		22-00886	04/07/22	EQUIPMENT ALLOWANCE 2022	Open	150.00	0.00		
						300.00			
7478	WINDSTREAM COMMUNICATION INC*	22-02228	09/13/22	8/27 & 9/8/22 INV PHONE	Open	3,838.17	0.00		
7507	STEFANKIEWICZ & BELASCO LLC*	22-00061	01/10/22	RES 2022-01 DNE \$150k EXPENSES	Open	7,737.50	0.00		B
7618	MEGONIGAL ELECTRIC LLC*	22-02085	08/22/22	BENNETT FIELD & CLEM MULLIGAN	Open	1,985.00	0.00		
7820	DEBLASIO & ASSOCIATES, P.C*	20-01870	08/10/20	WILS DR,1ST,2ND,3RD RES 20-212	Open	807.50	0.00		B
		21-02904	11/17/21	ENGINEERING FIRE LANE 2021-351	Open	4,052.50	0.00		B
		21-02917	11/18/21	21-350 CLOVERDALE/EVERGREEN/SP	Open	696.25	0.00		
		22-00548	02/28/22	REPLACE PAVILIONS RES2022-89	Open	210.00	0.00		B
		22-01121	05/02/22	RES.#2022-140 CO#1 DIAMOND BEA	Open	1,470.00	0.00		B
		22-01544	06/10/22	RES#22-194 CONST MOWERY/HARVRD	Open	17,380.00	0.00		
		22-01963	08/08/22	RES #2022-251 POOL RENOVATIONS	Open	2,477.50	0.00		B
		22-01970	08/08/22	CHG 1- CLOVERDALE, EVERGREEN	Open	2,451.25	0.00		B
		22-01998	08/09/22	Zoning Board Engineer Vouchers	Open	989.28	0.00		
		22-02221	09/13/22	CHG ORD 1- MIAMI AVE ENGINEER	Open	5,212.50	0.00		B
						35,746.78			
7888	ASPHALT PAVING SYSTEMS, INC*	22-01543	06/10/22	MOWERY/HARVARD/PETER RES22-195	Open	944,733.70	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7929	AMAZON CAPITAL SERVICES, INC*								
		22-01966	08/08/22	SUPPLIES	Open	754.86	0.00		
		22-01994	08/09/22	GARDENER CART	Open	369.00	0.00		
		22-02108	08/24/22	SUPPLIES	Open	912.81	0.00		
		22-02131	08/30/22	TOWNHALL 8/29/22 COFFEE	Open	104.97	0.00		
						<u>2,141.64</u>			
7959	ALL PRO TEAM SPORTS								
		22-01759	07/11/22	CHEER UNIFORMS	Open	3,345.00	0.00		
7985	EAW SECURITY								
		22-02181	09/02/22	CYBERKEY ANNUAL 10/1-10/31/23	Open	2,000.00	0.00		
7994	IDEMIA IDENTITY & SECURITY USA								
		22-02073	08/22/22	LIVESCAN MAINTENANCE 2022-2023	Open	3,930.57	0.00		
8175	INTEGRITY INTERPRETING LLC *								
		22-02151	08/31/22	ON DEMAND INTERPRETING SERVICE	Open	47.50	0.00		
8301	HEATHER STENGER								
		22-02100	08/24/22	REFUND MERC LICENSE	Open	345.00	0.00		
8403	ANDREA IAPALUCCI *								
		22-02173	09/01/22	1238 Route 109 lot clearing	Open	575.00	0.00		
8439	J&D SERVICES LLC *								
		22-00851	04/06/22	FERTILIZING SERVICES RES22-107	Open	6,952.50	0.00		B
8448	STAR GENERAL CONTRACTING *								
		22-00368	02/07/22	DOUGLASS PARK/CANAL PARK	Open	249.00	0.00		B
		22-02182	09/02/22	TRAILER @ LINCOLN BLVD. 8/22	Open	998.00	0.00		
		22-02208	09/12/22	BATHROOM DPW	Open	948.00	0.00		
						<u>2,195.00</u>			
8460	RE BUSINESS SOLUTIONS *								
		22-02123	08/30/22	NEW PRINTER HP GALESTOK	Open	875.00	0.00		
8524	FRED M SCHIAVONE CONSTRUCTION*								
		22-01967	08/08/22	STORM SEWER CLOVERDALE, EVERG	Open	14,700.00	0.00		B
8537	ASBURY PARK PRESS								
		22-00513	02/22/22	2022 E-SUBSCRIPTION	Open	9.99	0.00		PC1
8672	LOGMEIN INC.								
		22-00130	01/11/22	2022 GO TO MEETING	Open	19.00	0.00		PC1
8706	GOLDENBERG, MACKLER & SAYEGH								
		22-00413	02/10/22	RES2022-64 DNE \$10K TAX FOREC	Open	100.00	0.00		B
8711	DISC JOCKEY SUPPLY OUTLET LLC								
		22-02174	09/02/22	DOS-8/19/22 - FAMILY FUN	Open	1,500.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8711	DISC JOCKEY SUPPLY OUTLET LLC				Continued				
		22-02178	09/02/22	MOVIE SCREEN- 9/09 FFN	Open	<u>1,500.00</u>	0.00		
						3,000.00			
8721	BLANEY, DONOHUE, & WEINBERG PC								
		22-00063	01/10/22	RES 2022-02 LABOR DNE \$40K	Open	1,218.00	0.00		B
8722	LAW OFFICE OF KARAVAN &								
		22-00064	01/10/22	RES 2022-03 TAX APPEAL DNE\$10K	Open	450.00	0.00		B
		22-00419	02/10/22	MORREL & HANSEN TAX APPEAL	Open	<u>162.50</u>	0.00		B
						612.50			
8725	W. CAMPBELL SUPPLY CO AC*								
		22-02171	09/01/22	PARTS FOR VEHICLE/DPW	Open	673.41	0.00		
8735	SURENIAN EDWARDS & NOLAN LLC								
		22-00826	04/06/22	Special Counsel Affordable Hou	Open	340.00	0.00		B
8832	JAQUELINE SOP								
		22-01975	08/08/22	Fire SR reimbursement-154 Arbor	Open	125.00	0.00		
8834	TERRESTRIAL IMAGING LLC								
		22-02072	08/22/22	DRONE EQUIPMENT	Open	17,424.99	0.00		
8836	CARRIE STUMPF								
		22-02081	08/22/22	RES#2022-275 RELEASE DEMO BOND	Open	4,000.00	0.00		
BLAUE	BLAUER ASSOCIATES INC*								
		21-02127	08/30/21	2022 SMALL CITIES PROJECT	Open	600.00	0.00		B
BOSNA	KAREN MANETTE BOSNA								
		22-02183	09/02/22	YOGA- MONTH OF AUGUST	Open	140.00	0.00		
CARROT	CARROT-TOP INDUSTRIES, INC*								
		22-01981	08/08/22	FLAGS FOR TOWNSHIP	Open	939.16	0.00		
DOUGHERT	GEORGIA DOUGHERTY								
		22-02211	09/13/22	CONTRACTUAL REIMBURSEMENT M	Open	229.69	0.00		
G-POS	POSITIVE PROMOTIONS								
		22-01649	06/27/22	ALLIANCE SUPPLIES	Open	1,735.06	0.00		PC1
SEAGE	SEAGEAR MARINE SUPPLY*								
		22-01428	06/09/22	SUPPLIES FOR RDS/DPW	Open	605.25	0.00		
SWANK	SWANK MOTION PICTURES, INC*								
		22-01757	07/08/22	LICENSE FOR MOVIE NIGHTS	Open	495.00	0.00		

Total Purchase Orders: 115 Total P.O. Line Items: 0 Total List Amount: 1,959,519.20 Total Void Amount: 0.00

RESOLUTION #2022-292

Authorization for the Payment of Vouchers

Total Bill List: \$ 1,959,519.20

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

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

RESOLUTION #2022-293

Title: **A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

WHEREAS, The Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and

WHEREAS, the Township of Lower has utilized and desires to continue to utilize the services of the CMCMUA's System: and

WHEREAS, there presently exists a contract between the Township of Lower and the Authority for the use of the CMCMUA's System for the disposal, transfer and recycling of solid waste entitled "Shared Service Agreement for Solid Waste Disposal and Recycling Services" ("agreement") which will expire on December 31, 2022; and

WHEREAS, the Township of Lower and the Authority desire to enter into a new agreement and to fix the expiration date of said Agreement to occur on December 31, 2023; and

WHEREAS, the Authority has offered the "Shared Service Agreement for Solid Waste Disposal and Recycling Services" to the Township of Lower in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's Solid Waste System from January 1, 2023 through December 31, 2023; and

WHEREAS, the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both solid waste disposal and certain recycling services through December 31, 2023; and

WHEREAS, N.J.S.A 40A:65-1 et seq. the Uniform Shared Service and Consolidation Act, authorizes a municipality to enter into a contract with any other local unit for the sharing of governmental services.

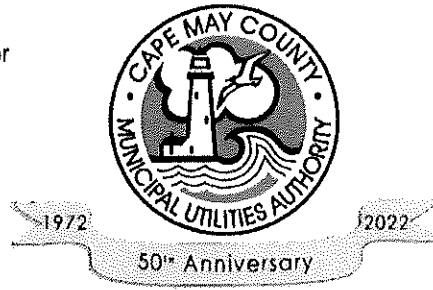
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey, that the Township of Lower shall enter into a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2023, in the form to be maintained on file in the Office of the Township of Lower Clerk, and that the appropriate Township of Lower officials are hereby authorized and directed to execute said Agreement.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022

Julie A Picard, Township Clerk

Joseph V. Rizzuto, Executive Director



George W. Betts, Chairman
Richard Rixey, Vice Chairman
William G. Burns, Jr.
Patricia A. Callinan
Carol A. Heenan
Zeth Matalucci
Carol L. Saduk

Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210
Telephone: (609) 465-9026 • Telefax: (609) 465-9025
www.cmcmua.com

September 9, 2022

Mayor Frank Sippel
TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, NJ 08251

RE: Proposed Shared Services Agreement for Solid Waste Disposal and Recycling Services

Dear Mayor Sippel:

Enclosed for your consideration is a proposed "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority"). The CMCMUA is presenting this proposed Agreement to all 16 municipalities within Cape May County. Proposed changes to the Agreement that are set to expire on December 31, 2022 are summarized further in this correspondence.

I offer the following, by way of background, to the pertinent changes in the proposed Agreement. In advance of an expiring contract with the operator of the CMCMUA's Intermediate Processing Facility ("IPF") on December 31, 2021 and in recognition of several mitigating factors associated with processing Cape May County generated Single Stream Recyclables ("Recyclables") at the IPF, the Authority made the decision to issue a Request for Proposal ("RFP") to transport and process Recyclables at an off-site location, essentially ceasing the processing of Recyclables at the IPF in the year 2022. The RFP also included a provision to share a percentage of revenue from the sale of Recyclables upon attaining a certain value.

The Authority received three proposals. All three proposals submitted a fee of \$550.00 per truck to transport Recyclables from the IPF to their respective recycling facility, while the cost to process Recyclables at their respective facility ranged from \$30.00 to \$105.00 per ton. After a thorough analysis of the proposals received, the Authority entered into a one-year agreement with Omni Recycling Group, LLC ("Omni") to transport and process Recyclables at Omni's facility located in Pitman, New Jersey. The one-year agreement established a fee of \$550.00 per truck to transport Recyclables and a processing fee of \$30.00 per ton of Recyclables for a total agreement value of \$2,275,000.

Based upon cost and revenue projections on the one-year agreement with Omni, along with recycling industry indicators, the Authority deemed the most cost-effective path to process Recyclables in the year 2023 was to enter into negotiations with Omni to leverage unrealized projected revenue from the sale of Recyclables to extend the agreement with Omni through the year 2023. The Authority and Omni came to terms on an amended agreement, which was authorized by the CMCMUA Board of Commissioners on June 29, 2022.

Cape May County Municipal Utilities Authority

September 9, 2022

Page 2

As a result of negotiations, the CMCMUA agreed to eliminate the provision to share a percentage of revenue from the sale of Recyclables for a combined transportation and processing fee of zero dollars (\$0.00) and \$55.00 dollars for the years 2022 and 2023, respectively. The total amended agreement value is \$1,650,000.00 with an expiration date of December 31, 2023. The Authority will be solely financially responsible for the costs associated with transporting and processing Recyclables through the year 2023.

Below is a summary of the proposed Shared Services Agreement and changes from the 2022 Agreement, between your Municipality and the Authority:

1. Commencement date of the proposed Agreement is January 1, 2023. The proposed Agreement shall remain in effect through December 31, 2023.
2. The Municipality will cause all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material generated within its corporate boundaries and collected by, or on behalf of the Municipality to be delivered to the Authority.
3. The Authority may increase Solid Waste tipping fees covered under the proposed Agreement to no more than two percent (2%) for 2023. This provision will only apply to those Municipalities that execute the proposed Agreement.
4. The Authority will continue to accept, at no charge, an extensive list of recyclable materials from participating Municipalities as detailed in Exhibits "A" and "B" of the proposed Agreement.
5. Municipalities that execute the Agreement will be able to continue to take advantage of the free disposal offered by the Authority for an extensive expanded list of Solid Waste materials.
6. Article IX, "Revenues from Cape May County Generated Single Stream Recyclable Material" of the 2022 Agreement has been deleted in its entirety, with the exception of the last sentence which has been moved to Article XV of the proposed Agreement. This Article has been deleted as a result of the CMCMUA's execution of an amended agreement with Omni Recycling Group, LLC through the year 2023.
7. Article XVI, "Failure of the Municipality to Perform" of the 2022 Agreement, now Article XV in the proposed Agreement, has been revised as a result of the CMCMUA's execution of an amended agreement with Omni Recycling Group, LLC through the year 2023.
8. Article XXI, "Penalty" of the 2022 Agreement, now Article XX of the proposed Agreement, has been revised to reflect accurate Article citations in the proposed Agreement.

I am enclosing the following documents for consideration by the governing body of your municipality:

- Certified Resolution as adopted by the CMCMUA authorizing the execution of the "Shared Services Agreement for Solid Waste Disposal and Recycling Services";
- A black-lined version of the "2022 Shared Services Agreement for Solid Waste Disposal and Recycling Services";
- Two (2) original copies of the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" for execution by your Municipality; and,
- A draft Resolution which authorizes your Municipality's execution of the proposed Agreement.

Cape May County Municipal Utilities Authority

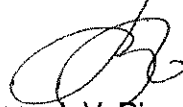
September 9, 2022

Page 3

Should you have any questions or comments regarding the enclosed documents, please feel free to call me at any time. If you believe that it would be helpful to have an Authority representative attend a public meeting in your municipality when the enclosed Agreement is being considered, I would be pleased to do so.

Very truly yours,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY



Joseph V. Rizzuto
Executive Director

Enclosures

cc: Clerk Julie Picard
Ms. Lauren Read, Chief Financial Officer

Cape May County Municipal Utilities Authority

RESOLUTION NO. 111-22

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

WHEREAS, there presently exists an agreement between various municipalities within Cape May County (hereinafter the "Municipalities") and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a one (1) year period ending on December 31, 2022 entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement"); and,

WHEREAS, the CMCMUA now desires to offer to each municipality within Cape May County the opportunity to enter into a new Agreement and to fix the expiration date of said Agreement to occur on December 31, 2023; and,

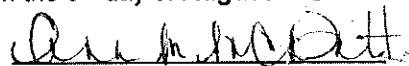
WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a municipality to enter into a contract with any other local unit for sharing of governmental services.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

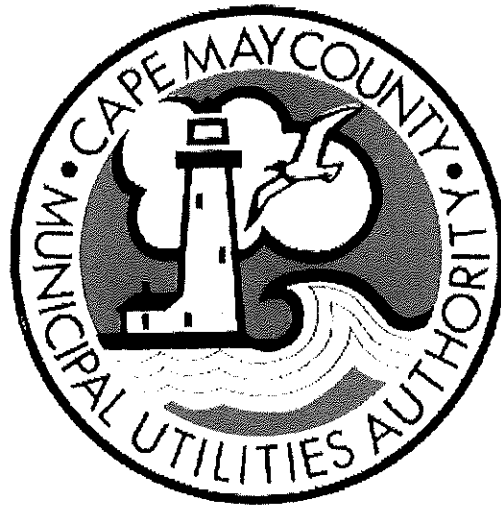
1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute said Agreement with each municipality within Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns		X	X			
Ms. Callinan	X		X			
Ms. Heenan			X			
Mr. Rixey			X			
Ms. Saduk						X
Mr. Betts			X			

I hereby certify the foregoing to be a true and correct copy of Resolution No. 111-22 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 3rd day of August 2022.


Assistant Corporate Secretary

**SHARED SERVICES
AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

TOWNSHIP OF LOWER

Effective

January 1, 2023

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

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SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

This Agreement, is made and dated as of this _____ day of _____, 20____, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the TOWNSHIP OF LOWER hereinafter called ("Municipality").

WITNESSETH:

WHEREAS, the CMCMUA has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system to serve the County of Cape May; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2023; and

WHEREAS, the CMCMUA and the Municipality are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement, subject to confirmation by Resolution of the governing body of the Authority and by Ordinance of the governing body of the Municipality, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Agreement, the CMCMUA and the Municipality agree as follows:

Article I. Definitions

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

“Single Stream Recyclable Material” shall consist of all Single Stream Recyclable Material as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “A”.

“Solid Waste” shall consist of “Type 10 - Municipal Solid Waste”, “Type 13 – Bulky Waste”, “Type 23 – Vegetative Waste”, “Type 25 - Animal and Food Processing Waste”, and “Type 27 – Dry Industrial Waste (non-hazardous)” as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

“Source Separated Recyclable Material” shall consist of all source separated materials as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “B”.

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2023 and shall remain in effect through December 31, 2023.

Article III. Municipality Responsibilities

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the “*Cape May County Solid Waste Management Plan*”, as amended, (hereinafter the “Plan”) and the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, (hereinafter the “Terms and Conditions”), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Single Stream Recyclable Material generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Single Stream Recyclable Material and Source Separated Recyclable Material designated by the Plan or the Terms and Conditions delivered to the CMCMUA to be free from all contaminants.

Loads of Single Stream Recyclable Material and Source Separated Recyclable Material found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

Article IV. CMCMUA Responsibilities

The CMCMUA shall accept for disposal all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Single Stream Recyclable Material and Source Separated Recyclable Material drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material

All Single Stream Recyclable Material and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

Article VI. Solid Waste Disposal Rates^{21,22,23,24}

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2023, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2022. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

The CMCMUA shall determine, propose and adopt Solid Waste tipping fees annually, which fees shall be applicable to the disposal of various categories of Solid Waste generated

²¹ The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C - Construction and Demolition Waste.

²² Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

²³ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

²⁴ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the Solid Waste tipping fees proposed and/or adopted by the CMCMUA, applicable to the Solid Waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the Solid Waste tipping fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current Solid Waste tipping fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current Solid Waste tipping fees shall not result in an increase in the Solid Waste tipping fees, applicable to the Municipality, which are in excess of the Solid Waste tipping fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current Solid Waste tipping fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose ²⁵.

The Solid Waste tipping fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the

²⁵ The CMCMUA will utilize all such supplemental funding which it receives, if any, for the purpose of debt reduction over a multi-year period to ensure rate stability.

Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and/or, if applicable, any Single Stream Recyclable Material which are subject to a tipping fee and/or surcharge, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

Article IX. Single Stream Recyclable Material Reports

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Single Stream Recyclable Material delivered to the CMCMUA.

Article X. Technical and Educational Assistance

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

Article XI. Ordinances

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material as

applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA's website, www.cmcmua.com. CMCMUA Solid Waste Facilities shall be closed on Sundays.

Article XIII. Licensing of Transporters

Each Solid Waste hauler/transporter who delivers Solid Waste, Single Stream Recyclable Material, and/or Source Separated Recyclable Material to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. Annually, the Municipality shall advise the CMCMUA as to the identity of each Solid Waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

Article XIV. Monitoring of Solid Waste Disposal Activities

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all Solid Waste generators and Solid Waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding Solid Waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

Article XV. Failure of the Municipality to Perform

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall assess a surcharge for the processing of low revenue Single Stream Recyclable Material. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Single Stream Recyclable Material delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the CMCMUA's actual cost of processing Single Stream Recyclable Material. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

Article XVI. Failure of the CMCMUA to Perform

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

Article XVII. Disputes

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually

resolved, arbitration may be considered by both Parties or litigation may be pursued. In such action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

Article XVIII. Force Majeure

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

Article XIX. Excusable Termination of Agreement

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

Article XX. Penalty

In the event of a breach of this Agreement by either Party which is not excused under Articles XVIII or XIX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

Article XXI. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

Article XXII. Severability

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XXIII. Successors and Assigns

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

Article XXIV. Notices

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Cape May Court House, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director
Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

Mayor Frank Sippel
TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, NJ 08251

Article XXV. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2023, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

Article XXVI. Entire Agreement

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

Article XXVII. Favored Municipality Status

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of Solid Waste disposal and Recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other Municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

ASST. CORP. SECRETARY

DATE

TOWNSHIP OF LOWER

ATTEST:

MUNICIPAL CLERK

DATE

EXHIBIT "A"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

<u>Single Stream Recyclable Material</u>	<u>Disposition</u>
<ul style="list-style-type: none">◦ <u>Paper Products</u> - Newspaper with inserts, magazines, office paper, junk mail, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and thrown into the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers. All food contaminated paper and waxed-coated cardboard containers (gable-top milk and juice cartons) and/or boxes shall be disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
<ul style="list-style-type: none">◦ <u>Glass Food & Beverage Containers</u> – Rinsed and clean clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass, ceramic cups and dishes, and light bulbs. Caps and lids shall be removed from containers and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
<ul style="list-style-type: none">◦ <u>Metal Food & Beverage Cans</u> – Rinsed and clean aluminum and steel food and beverage cans, 2.5 gallons or less in size. Excluding paint cans, cookware, or flatware. Caps and lids shall be removed from cans and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
<ul style="list-style-type: none">◦ <u>Plastic Bottles, Jars, Jugs, and Containers</u> - Rinsed and clean plastic bottles, jars, jugs, and other hard plastic containers, regardless of color, 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers. Excluding Styrofoam packaging, plastic Solo® cups, empty medicine bottles, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. Caps and lids shall be removed from containers and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

Source Separated Recyclable Material	Disposition
◦ <u>Computers and Consumer Electronics</u> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents. ¹ Some municipalities provide curbside collection or a container at their drop off depot.
◦ <u>"White Goods" not containing "CFC"</u> – Bulky household metals including washers, dryers, ovens, and water heaters.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>"White Goods" containing "CFC"</u> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge. ¹
◦ <u>All ferrous and non-ferrous scrap</u> – metal, sheet metal, metal piping, aluminum siding, old metal tools, and cookware. Excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Leaves</u>	Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge. ¹
◦ <u>Grass Clippings and Christmas Trees</u>	Grass clippings are to be delivered to and accepted at the Sanitary Landfill Complex only at no charge. Christmas trees are accepted at the Sanitary Landfill Complex and the Transfer Station at no charge only through January 31 st . ¹
◦ <u>Wood Pallets</u>	Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge. ¹
◦ <u>Film Plastic</u> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Street Sweepings</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Catch Basin Clean Out (dewatered)</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Household Hazardous Waste Collection Days</u>	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

<u>Source Separated Recyclable Material</u>	<u>Disposition</u>
◦ <u>Litter Abatement Program</u>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
◦ <u>Abandoned Buildings</u>	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CMCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
◦ <u>Lead Acid Batteries</u> - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
◦ <u>Antifreeze</u> -- which is free of contaminants	Delivered to the Sanitary Landfill Complex or Transfer Station at no cost (limited to 5 gallons per day per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

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

RESOLUTION # 2022-294

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature Lauren Reed that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Kenneth Walker, Jr. in the amount of \$5,749.18 is authorized and chargeable to the 2022 Budget account 2-01-25-240-123.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
COOMBS						
ROY						
PERRY						
SIPPEL						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 19, 2022.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

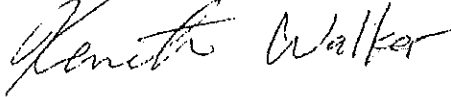
SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Ptlm. Kenneth Walker Jr. #205
DATE: September 02, 2022
SUBJECT: Comp Time Buyout

Chief Lewis,

I am asking to submit this letter to payroll requesting a buyout of 200 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,



Kenneth Walker Jr.
Patrolman Badge 205

C	File	Date	Officer	Comments
		09/23/22	205	Forwarded to Lt. Ambrose
		9/5/22	Lt. #190	Fwd: Capt. Vasquez
		9/6/22	205	Fwd: Chief Lewis
		9-6-22	(18/22)	END TO TOWN HALL TO PROCESS

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200* =

5,749*18 *+

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

RESOLUTION #2022-295

Title: AUTHORIZATION FOR WAIVER OF PERMITTING FEES FOR NAVAL AIR STATION WILDWOOD ASSOCIATED WITH THE RESTORATION/REPLACEMENT PROJECT OF ROOF A

WHEREAS, Naval Air Station Wildwood, located at 500 Forrestal Road, will be making application to the Township to restore/replace half of the main hanger roof – Roof A; and

WHEREAS, Naval Air Station Wildwood is a non-profit corporation and has requested the Township waive any and all permit fees associated with the restoration/replacement project of Roof A; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that all permissible Township permit fees associated with the restoration/replacement of Roof A be waived.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk



**NAVAL AIR STATION WILDWOOD
AVIATION MUSEUM**

500 FORRESTAL ROAD
CAPE MAY, NJ 08204
(609) 886-8787
(609) 886-1942 FAX
www.usnasw.org

September 9, 2022

Township Manager Michael Laffey
Mayor Frank Sippel
Council Members: David Perry, Thomas Conrad,
Kevin Coombs, Roland Roy
2600 Bayshore Road
Villas, NJ 08251

Dear Mr. Laffey,

The Board of Trustees at Naval Air Station Wildwood (NASW) Foundation, which operates the NASW Aviation Museum at the Cape May Airport in Lower Township, respectfully requests a waiver for all permitting fees associated with the restoration/replacement project of half of the main hangar roof (Roof A). The project includes vital upgrades to the roof system at historic Hangar #1, which protects archives, and collections at NASW.

NASW Foundation is a 501 (c)3 non-profit organization. The museum's mission is to restore the all-wooden hangar #1, memorialize the 42 naval aviators who perished at the site, and educate the public. The restoration of roofing systems is listed in the museum's original preservation plan. As you know, Hangar #1 has become an integral part of our community and is often used by local organizations at no cost. Examples these functions include Lower Township's Police Camp and Project LEAD, Cape May County Veteran's Day Ceremony, LCMR class of 2020 graduation, Christmas at the Hangar and NJ Run for the Fallen.

This project is being funded by NASW's own funds and Cape May County Open Space Historic Preservation and NJ Historic Trust grant funds. With the 40% required "match" from the Open Space grant and the loss of income due to Covid-19 closures, the waiving of these fees will be most beneficial to the museum. Due to the sheer size of the roof and rising material costs, the project is being divided into two phases. Roof A (north half) and Roof B (south half). NASW has applied for additional funding for the south half, which would be a fall 2023 project if awarded. These upgrades will ensure that our community and museum guests can continue to enjoy the aviation museum. Feel free to contact us to discuss this request, or let us know if we can provide further information.

Very respectfully,

Joseph E. Salvatore, MD
Chairman, NASW Foundation

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

RESOLUTIUN #2022-296

Title: APPOINTMENT TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, An Alternate Member #3 vacancy exists on the Lower Township Zoning Board of Adjustment; and

WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following appointments be made:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Joseph P Baker	Alternate Member #3	August, 2024

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # _____ Board/Comm./Auth. _____

Term Exp. _____ Replaced _____ or Reappointed

TOWNSHIP OF LOWER
CITIZEN LEADERSHIP FORM

NAME Joseph P Baker

CITY AND STATE Cape May, NJ 08204

YEARS OF RESIDENCY IN TOWNSHIP 30 OCCUPATION Marina Owner

Please **number in order of preference** which ones you wish to be considered for.

- Cable Television Advisory Board
- Environmental Commission
- Historic Preservation Commission
- Citizen Advisory Board

- Municipal Utilities Authority
- 2 Planning Board
- Recreation Advisory Board
- 1 Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

Served on North Wildwood Board of Tourism

Date: 9-9-22 Signature: Joseph P Baker (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

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

RESOLUTION #2022-297

Title: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
747.02	12	Aaron & Julie Wagner 715 New England Rd	Pd by Homeowner & Mortgage Co	\$ 1,884.63
510	14.01	Cape May Landing 755 Route 7	Pd by Homeowner & Mortgage Co	\$ 483.84
495.01	17.07	Carolyn Mongillo 3128 Bayshore Road	Pd by Homeowner & Mortgage Co	\$ 1,507.71
236	33	Christopher Collins 87 Rose Lane	Pd by Homeowner & Mortgage Co	\$ 809.66

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

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

RESOLUTION # 2022-298

Title: Knock Out Opioid Abuse Day, October 6, 2022

WHEREAS, New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

WHEREAS, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as Knock Out Opioid Abuse Day in New Jersey in order to raise awareness about the dangers of, and the link between, opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

WHEREAS, there were 63 suspected overdose deaths in Cape May County in 2021 according to the NJ Office of the Attorney General and the majority of the County's treatment admissions were for heroin/other opiates in 2021 according to the NJ Department of Human Services Division of Mental Health and Addiction Services; and

WHEREAS, the Knock Out Opioid Abuse Day campaign is sponsored by the Partnership for a Drug Free New Jersey in cooperation with the Governor's Council for Alcoholism and Drug Abuse and the NJ Department of Human Services Division of Mental Health and Addiction Services to raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin use rates in our state, reduce stigma of addiction and shine a light on the need for recovery support, and communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and

WHEREAS, the Cape May County Board of Commissioners supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction.

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey encourages all residents to utilize the prescription drug drop boxes to dispose of unused and expired medications safely and securely. Prescription drug drop boxes are located at every Police Department in Cape May County;

BE IT FURTHER RESOLVED that October 6, 2022, be recognized as Knock Out Opioid Abuse Day in the County of Cape May.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
COOMBS						
ROY						
PERRY						
SIPPEL						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

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

RESOLUTION #2022-299

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$ 7,134.76 for an item of revenue in the budget of the year 2022 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - National Opioid Settlement
Total with increase to be \$ 7,134.76

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$7,134.76 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - National Opioid Settlement
State/Federal Share \$ 7,134.76
Non State Share \$
Total with increase to be \$ 7,134.76

FURTHER RESOLVED that a certified copy of this Resolution with the appropriate documentation shall be electronically filed with the State of New Jersey, Division of Local Government Services.

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and rows for CONRAD, COOMBS, ROY, PERRY, SIPPEL.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

Service Processing Center
PO Box 31040
Tampa, FL 33631-3040

NATIONAL OPIOIDS SETTLEMENT FD TRUST
Check #16608
Amount: \$7,134.76

Return Service Requested



0000115 FMTWTCKS081622085637 01 000000000 0000115 001

TOWNSHIP OF LOWER
2600 BAYSHORE ROAD
ATTN MICHAEL LAFFEY
VILLAS, NJ 08251

00000115 00115 0001-0002 FMTWTCKS081622085637 01 L 00000115

Subdivisions with Consolidated Allocations - Qualified Subdivisions Only

State ID	Qualifying Subdivision	Consolidated State Allocation
NJ95	Holmdel Township, New Jersey	0.1058875828%
NJ96	Hopatcong Borough, New Jersey	0.0677558479%
NJ97	Hopewell Township, Mercer County, New Jersey	0.0275878151%
NJ98	Howell Township, New Jersey	0.2067529072%
NJ99	Hudson County, New Jersey	0.9363280231%
NJ100	Hunterdon County, New Jersey	0.8037645396%
NJ101	Irvington Township, New Jersey	0.9244040630%
NJ102	Jackson Township, New Jersey	0.2670097394%
NJ103	Jefferson Township, New Jersey	0.0866198206%
NJ104	Jersey City, New Jersey	0.9916102863%
NJ105	Kearny Town, New Jersey	0.1071857960%
NJ106	Lacey Township, New Jersey	0.1502291236%
NJ107	Lakewood Township, New Jersey	0.7730028665%
NJ108	Lawrence Township, Mercer County, New Jersey	0.0644503163%
NJ109	Lincoln Park Borough, New Jersey	0.0595261565%
NJ110	Linden City, New Jersey	0.2495261821%
NJ111	Lindenwold Borough, New Jersey	0.1004455914%
NJ112	Little Egg Harbor Township, New Jersey	0.1465902816%
NJ113	Little Falls Township, New Jersey	0.0348320180%
NJ114	Little Ferry Borough, New Jersey	0.0258966914%
NJ115	Livingston Township, New Jersey	0.0484285793%
NJ116	Lodi Borough, New Jersey	0.1078340351%
NJ117	Long Branch City, New Jersey	0.5243184480%
NJ118	Lower Township, New Jersey	0.0710329159%
NJ119	Lumberton Township, New Jersey	0.0461973502%
NJ120	Lyndhurst Township, New Jersey	0.0645354727%
NJ121	Madison Borough, New Jersey	0.1424930674%
NJ122	Mahwah Township, New Jersey	0.0610985020%
NJ123	Manalapan Township, New Jersey	0.1318410608%
NJ124	Manchester Township, New Jersey	0.2136801182%
NJ125	Mantua Township, New Jersey	0.0853984170%
NJ126	Manville Borough, New Jersey	0.0574532358%
NJ127	Maple Shade Township, New Jersey	0.1058088976%
NJ128	Maplewood Township, New Jersey	0.0589307182%
NJ129	Marlboro Township, New Jersey	0.1588151495%
NJ130	Medford Township, New Jersey	0.1130775783%
NJ131	Mercer County, New Jersey	1.1117204895%
NJ132	Metuchen Borough, New Jersey	0.0339468322%
NJ133	Middle Township, New Jersey	0.0695160908%
NJ134	Middlesex Borough, New Jersey	0.0317606196%
NJ135	Middlesex County, New Jersey	2.2387299770%
NJ136	Middletown Township, New Jersey	0.3292948041%
NJ137	Millburn Township, New Jersey	0.0627532842%
NJ138	Millstone Township, New Jersey	0.0066098909%
NJ139	Millville City, New Jersey	0.2397981412%
NJ140	Monmouth County, New Jersey	4.4617935668%

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

RESOLUTION #2022-300

Title: A RESOLUTION PERMITTING ELIGIBLE RETIRED TOWNSHIP EMPLOYEES TO WAIVE HEALTHCARE COVERAGE AND RECEIVE A BUYOUT PURSUANT TO N.J.S.A. 40A:10-17.1

WHEREAS, N.J.S.A. 40A:10-17.1 authorizes any county, municipality or any contracting unit as defined in section 2 of P.L. 1971, c.198 (C.40A:11-2) which enters into a contract providing group health care benefits to its employees pursuant to N.J.S.A. 40A:10-16, et seq., to allow any employee who is eligible for other health care coverage to waive coverage to which the employee is entitled to by virtue of employment; and

WHEREAS, the Township Council believes that it is best interests of the citizens and taxpayers of the Township of Lower to extend the above referenced waiver to employees who have retired from employment with the Township;

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. The statements that are set forth in the Preamble are true and accurate. All of the statements of the Preamble are repeated and incorporated herein by this reference thereto and are made a part hereof as if each and every statement was set forth fully herein.
2. Effective September 19, 2022, the Township of Lower shall offer yearly retiree health insurance buyouts for eligible retirees pursuant to N.J.S.A. 40A:10-17.1;
3. To be eligible, among other things, the retired employee needs to demonstrate proof of alternative coverage from a non-State sponsored health insurance plan;
4. The buyout to be made to the eligible employee will be the lesser of 25% of the savings to the municipality or \$5,000.00;

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

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

RESOLUTION #2022-301

Title: AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE

WHEREAS, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the Township surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on Schedule A on an online auction website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

9/14/2022

GOV DEALS RES 2022-

LOCATION	DESCRIPTION /DISPOSAL	FA#
TOWNHALL	DELL OPTIPLEX 780	2485
TOWNHALL	CISCO ROUTER	N/A
TOWNHALL	EPSON PRINTER	2146
TOWNHALL	HP LASER JET PRINTER M477FDN	3801

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

RESOLUTION # 2022-302

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time, and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature Lauren Picard that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Corey Scheid in the amount of \$2,186.85 is authorized and chargeable to the 2022 Budget account 2-01-25-240-125.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
COOMBS						
ROY						
PERRY						
SIPPEL						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 19, 2022.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Detective Corey Scheid
DATE: September 8th, 2022
SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 65 hours of Comp Time. Thank you for the consideration sir.

Respectfully Submitted,


Corey Scheid
Detective Badge 201

C	File	Officer	Comments
Date			
09/12/2022		DSG [Signature] #184	TOT Appt. Reason #184
9/12/22		L.P. [Signature] 184	TOT Cheat
9-14-22		[Signature] 184	FWD TO TOWN HALL TO PROCESS

0 *
65 *
33,6438 =
2,106.85 *+

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

RESOLUTION #2022-303

Title: APPROVAL OF CHANGE ORDER #1 TO ASPHALT PAVING SYSTEMS INC FOR ADDITION OF RECONSTRUCTION OF MIAMI AVENUE FROM PETERS ROAD TO THE DEAD END ON THE RECONSTRUCTION OF MOWERY AVENUE, HARVARD STREET, PETERS ROAD AND HOWLAND AVENUE PROJECT LT-C-024 (b)

WHEREAS, Asphalt Paving Systems, Inc. was awarded the bid for the Reconstruction of Mowery Avenue, Harvard Street, Peters Road ad Howland Avenue on June 6, 2022 by Resolution #2022-195 in the amount of \$1,886,600.00; and

WHEREAS, DeBlasio & Associates have provided a proposal for Change Order #1 for the addition of Reconstruction of Miami Avenue from Peters Road to the Dead End for \$ 102,477.50; and

WHEREAS, the Township Council desires to approve Change Order #1 in the amount of \$102,477.50; and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: C-04-55-432-100

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the amount of \$102,477.50 for Asphalt Paving Systems Inc is hereby approved and the contract total is now increased to \$1,989,077.50.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 19, 2022.

Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

September 6, 2022

VIA EMAIL & REGULAR MAIL

Julie Picard, Clerk
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
Reconstruction of Mowery Avenue, Harvard Street, Peters Road and Howland Avenue
D&A File #: LT-C-024 (b)**

Dear Ms. Picard:

Enclosed please find four (4) copies of **CHANGE ORDER NO. 1** regarding the above referenced project for review and approval. Upon execution, please return three (3) copies to our office.

Please note that this change order reflects the following additional work requested by the Township:

1. Addition of Reconstruction of Miami Avenue from Peters Road to dead end.

Please note this change order will result in an increase of \$102,477.50 to the original contract amount of \$1,886,600.00 for an amended contract amount of \$1,989,077.50.

Should you have any questions or require any additional information, please do not hesitate to contact me at our office.

Very truly yours,
DeBlasio & Associates, P.C.



Marc DeBlasio, P.E., P.P., C.M.E.
President
T: 609-854-3311
Marc@deblasioassoc.com

MD:kd

cc: Michael Laffey, Manager (via email w/encl.)
Margaret Vitelli, QPA, Purchasing Agent (via email w/encl.)
Gary Douglass, Public Works Superintendent (via email w/encl.)
Asphalt Paving Systems (via email w/encl.)

WWW.DEBLASIOASSOC.COM

Client: Township of Lower
Date: September 6, 2022
Project Name: Reconstruction of Mowery Avenue, Harvard Street,
Peters Road and Howland Avenue
D&A Project #: LI-C-024 (b)

Contractor: Asphalt Paving Systems
PO Box 530
Hammonton, NJ 08037

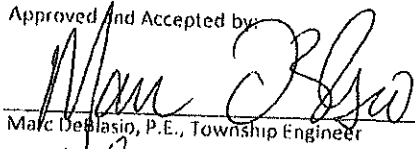
A. Extras

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
5	PULVERIZED SOIL AGGREGATE SUB BASE, ROAD MIX, 6" THICK	S.Y.	2,060	\$12.65	\$26,059.00
6	STABILIZING AGENT, BITUMINOUS MATERIAL	GALLON	6,185	\$3.10	\$19,173.50
8	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	TON	261	\$92.00	\$24,012.00
9	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	261	\$98.00	\$25,578.00
10	CONCRETE DRIVEWAY, 6" THICK	S.Y.	33	\$115.00	\$3,795.00
12	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	13	\$65.00	\$845.00
15	TURF REPAIR STRIP	L.F.	855	\$3.00	\$2,565.00
16	RESET EXISTING CASTING	UNIT	2	\$100.00	\$200.00
17	RESET WATER VALVE BOXES	UNIT	5	\$50.00	\$250.00

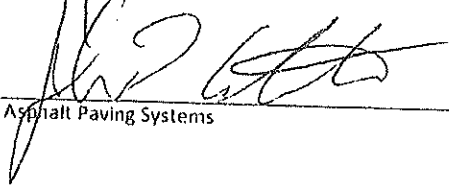
Subtotal: \$102,477.50

Net Contract Change \$102,477.50
Original Contract Amount: \$1,886,600.00
Contract Percentage Change (%): 5.43
Amended Contract Amount: \$1,989,077.50

Approved and Accepted by:


Marc DeBiasio, P.E., Township Engineer


Date


Asphalt Paving Systems


Date

Township of Lower

Date

Clerk Report August 2022

Register Report - Last month

8/1/2022 through 8/31/2022

9/8/2022

Page 1

Date	Account	Description	Category	Amount
		INCOME		11,404.00
		Bus Merc 2022-2023		3,684.00
		Liquor Licenses		15.00
		Short Term Rental 2022-2023		3,665.00
		Street Openings		170.00
		Vac Prop Reg		3,500.00
		Yard Sales		220.00
		Year Round Rental		150.00
		TRANSFERS		-11,404.00
		Council Checking		-11,404.00
		OVERALL TOTAL		0.00

Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251
 609-8861455

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 08/01/2022 To 08/31/2022

September 02, 2022 9:13:11AM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$1,247,076.00	Cubic Footage:	236674 Cu.ft	Permit Issued:	110
Cost Of Alteration:	\$1,388,417.00	Square Footage:	17169 Sq.ft	Updates Issued:	11
Cost Of Demolition:	\$25,000.00			All Fees Waived:	2
Total Cost:	\$2,660,493.00			Municipal Fees Waived:	0

<u>PERMIT FEES</u>		<u>ADMIN FEES</u>		<u>WAIVED FEES</u>		<u>TOTAL FEES</u>	
Building:	\$33,646.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$33,646.00
Electrical:	\$9,855.00	Electrical:	\$0.00	Electrical:	\$116.00	Electrical Fees:	\$9,739.00
Fire :	\$4,330.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$4,330.00
Plumbing:	\$5,198.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$5,198.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$2,565.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$2,565.00
				* Total Waived:	\$116.00	Technical Fees:	\$55,478.00

<u>DCA</u>	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$878.00	\$0.00	\$878.00
Alteration Training Fee:	\$2,642.00	\$10.00	\$2,632.00
DCA Minimum Fee:	\$4.00	\$0.00	\$4.00
Sub total Training Fee:	\$3,524.00	\$10.00	\$3,514.00

TECHNICAL ISSUES

Building Technical:	54
Electrical Technical:	91
Fire Protection Technical:	37
Plumbing Technical:	39
Elevator Technical:	
Mechanical Technical:	32

CERTIFICATE ISSUES

Certificate of Occupancy:	13
Certificate of Approval:	31
Certificate of Continued Occupancy:	0

PERMIT FEES:	\$55,478.00
DCA FEES:	\$3,514.00
CERTIFICATE FEES:	\$2,297.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$61,289.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$50.00
GRAND TOTAL FEES:	\$61,339.00

* By State law (see N.J.S. 52:27D-126c): \$116.00

* By Municipality (see N.J.S. 52:27D-126b): \$0.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 08/01/2022 To 08/31/2022

September 2, 2022 9:13:48AM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$2,437.00	\$58,902.00	\$0.00	\$61,339.00
CONTRACTOR LICENSE	Sub Totals:	\$0.00	\$250.00	\$0.00	\$250.00
DUMPSTER	Sub Totals:	\$0.00	\$10.00	\$0.00	\$10.00
GRAND TOTALS:		\$2,437.00	\$59,162.00	\$0.00	\$61,599.00

**AUGUST 2022
VITAL STATISTICS**

Marriages,Civil Unions	9
Domestic Partners	0
Certified Copies	199
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$0.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$0.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,990.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

TOTAL	\$1,990.00
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2022-304

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. **Negotiation Update**

_____ (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 or possible violations of the law.

X (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. **Attorney/Client Privilege**

_____ (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 if 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 September 19, 2022 that an Executive Session closed to the public shall be held on this date at approximately _____ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
COOMBS							
ROY							
PERRY							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on Sept 19, 2022

Julie A Picard, Township Clerk