

## WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

OCTOBER 6, 2025 – 5:00pm

Opening Announcement

Pledge of Allegiance & Moment of Silence

Roll Call & Determination of Quorum

### Work Session

#### Consent Agenda

Approval of Minutes - September 15, 2025

Res. #2025-322 Authorization for the Payment of Vouchers \$ 1,154,046.54

Res. #2025-323 Authorization for Refund of Taxes

Res. #2025-324 Authorizing a Professional Services Contract with Standard & Poor's for Analytical Review and Issuance of a Credit Rating for the Township's 2025 Bond Sale

Res. #2025-325 Authorizing the Payout of Terminal Leave (S. Gindville \$5,087.35)

Res. #2025-326 Certification of Lot Clearing Charges to the Tax Collector

Res. #2025-327 Local Arts Program Grant

Res. #2025-328 Authorizing Competitive Contracting for Banking Services for the Township of Lower

Res. #2025-329 Authorization for the Payout of Accumulated Compensatory Time (K. Boyle, \$12,704.79)

Res. #2025-330 A Resolution Requesting Release of Performance Guarantee for Block 510, Lots 8 & 18.01; Escrow #10-09-03; Performance Bond: PA amusemen

Res. #2025-331 A Resolution Requesting Release of Performance Guarantee for Block 820; Lot 2.23; Escrow #Z23-02-03; P PKBrady

Res. #2025-332 A Resolution Requesting Release of Performance Guarantee for Block 571, Lots 1-6 + 9-14 Re: Escrow #Z18-05-01

Res. #2025-333 Bid Acceptance and Contract Award for Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue – to South State Inc (LT-C-047) \$237,412.87

Res. #2025-334 A resolution amending the Personnel Policies and Procedures Manual of Lower Township – Emergency Action & Fire Prevention Plan

Res. #2025-335 A Resolution Authorizing a Shared Service Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services

Res. #2025-336 Bid Rejection for the Clem Mulligan Sports Complex Storm Sewer Pump Station (LT-C-067)

Res. #2025-337 Authorizing the sale of Township of Lower Surplus no longer needed or public use on Govdeals Online Auction Website

Res. #2025-338 Approving Change Order #1 for DeBlasio & Associates for the Construction Phase of the Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware (LT-C-047) \$23,000.

Res. #2025-339 Approving Change Order #1 with South State, Inc to include the Resurfacing of Bayberry Road from Cardinal Avenue to Maryland Avenue on the Cardinal Avenue Resurfacing Project – Beach Avenue to Main Street (LT-C-062) \$13,050

Res. #2025-340 Authorization for the Payout of Accumulated Compensatoey Time (A.Hegarty \$7,199.38)

#### Regular Agenda

Ord. #2025-20 An Ordinance Amending Chapter 7, Traffic, of the Code of the Township of Lower to enact Article IV, Electric Bicycle/Scooters, to establish regulations associated with the Operation of Electric Bicycles and Scooters. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Ord #2025-21 An Ordinance Amending Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, Subsection 4(B)(8), Street Restoration, of the Code 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.

Res. #2025-341 A Resolution Appointing James Craft as Acting/Interim Chief Financial Officer for the Township of Lower

#### Administrative Reports

Tax Sale Report, Tax, Treasurer

#### Public Comment

#### Council Comments

#### Closed Session

Res. # 2025-342 A Resolution Providing for a Meeting Not Open to the Public in accordance with the provisions of the New Jersey Open Public Meetings Act, NJSA 10:4-12 Attorney/Client Privilege

#### Adjourn

## COUNCIL MEETING MINUTES – September 15, 2025

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on September 15, 2025 at 5:00 p.m. in the meeting room of 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 Joseph Wareham  
Councilmember Roland Roy, Jr.  
Deputy Mayor Kevin Coombs  
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager, Robert Belasco, Township Solicitor and Karen Fournier, Deputy Township Clerk

### Work Session

#### Presentations:

Mayor Sippel and Lower Township Council presented a certificate of congratulations to Jeff Samaniego, retired Superintendent of Lower Township Elementary Schools, congratulating him on his retirement and thanking him for his contribution to the residents of Lower Township.

Mr. Samaniego thanked the Township for recognizing his retirement.

Mayor Sippel and Lower Township Council presented Assemblyman Erik Simonsen with a certificate of congratulations on his retirement as Athletic Director from Lower Cape May Regional School District. In addition, a plaque displaying the Key to the Township was presented to Assemblyman Simonsen as a token of gratitude for his many years serving the Township as both Councilmember and Mayor.

Assemblyman Simonsen expressed his sincere appreciation to the Township for all they do.

### Consent Agenda

#### Approval of Minutes - September 3, 2025

- Res. #2025-305 Authorization for the Payment of Vouchers \$ 623,668.52
- Res. #2025-306 Authorization for Refund Of Taxes
- Res. #2025-307 Approval of Change Order #1 with Lexipol LLC for a Wellness Application promoting the Health and Wellbeing of Lower Township Police Officers and their Families (\$33,425.02)
- Res. #2025-308 Appointment to the Historic Preservation Commission (R.Bitting)
- Res. #2025-309 Approval for The Property Owners Association of Cape May Beach and Historic Townbank, Inc. to conduct a Flea Market
- Res. #2025-310 Appointment to the Recreation Advisory Board (B.Steere)
- Res. #2025-311 Bid Acceptance and Contract Award for Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue to South State Inc (LT-C-047) \$ 237,562.87
- Res. #2025-312 Approving a Professional Service Contract with DeBlasio & Associates for Lincoln Boulevard and Arctic Avenue Storm Sewer Replacement Project Survey and Engineering Phase (LT-C-069) \$78,000.00
- Res. #2025-313 Certification of Lot Clearing Charges to the Tax Collector
- Res. #2025-314 Resolution Recognizing October 6, 2025 as Knock Out Opioid Abuse Day in Lower Township
- Res. #2025-315 Approval for Run the Vineyards October 19, 2025 Event
- Res. #2025-316 Approval for Beach to Brewery 10k September 27, 2025 Event
- Res. #2025-317 Approving a Professional Service Contract with DeBlasio & Associates for the Survey and Engineering Phase for the Delaware Bay Beach Stormwater Outfall Extension Phase II (LT-C-070) for the 2023 NJDCA Small Cities Grant (\$24,500)
- Res. #2025-318 Authorization for Waiver of Fees for Run the Crest Half Marathon & 10k; October 4, 2025
- Res. #2025-319 Amend Resolution #2025-06; Appointment of Municipal Engineer for the Year 2025 as a Professional Service Contract without Public Bidding
- Res. #2025-320 Resolution Authorizing the Transfer of a Point Blank Hi-Lite Performance Ballistic Vest and Outer Carrier no longer in use by the Lower Township Police Department to the Logan Township Police Department

Res. #2025-321 A Resolution Accepting a Donation of Equipment from the Lower Township Municipal Utilities Authority

Motion to table Resolution # 2025-311 moved by Councilmember Conrad, seconded by Mayor Sippel.

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

On the Consent Agenda:

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

**Engineer Report**

Andrew McTague, DeBlasio and Associates, gave Council an update on the following engineering projects being handled by DeBlasio and Associates: Rotary Community Park Renovations, Bay Outfall Extensions, Reconstruction of Ridgewood Ave., Stormwater GIS Mapping Services, David Douglass Sr. Memorial Park Renovations, Lower Township Public Works Building Design, Holmes, Gorham and Scott Avenues Storm Sewer & Roadway Improvement Project, Lower Township Municipal Pool Building, Reconstruction of Beach Ave., MS4 Compliance, Resurfacing of Cardinal Ave., Bayshore Road Pickleball Courts, and Clem Mulligan Sports Complex Storm Sewer Pump Station.

Mayor Sippel inquired about Diamond Beach Park. Mr. McTague responded to Mayor Sippel's question.

**Administrative Reports**

Clerk, Construction, Dog, Tax, Vital

**Public Comment** – no comments

**Council Comments**

Mayor Sippel voiced appreciation to everyone involved in the 9/11 ceremony and announced the upcoming Veterans Benefit and Health Fair to be held on Sept 24<sup>th</sup> at Wildwood Convention Center.

Deputy Mayor Coombs congratulated his friends Jeff Samaniego and Erik Simonsen on their retirement.

Councilmember Roy – no additional comments

Councilmember Wareham gave a brief update on the Town Bank Road paving project.

Councilmember Conrad congratulated Assemblyman Simonsen on his retirement and commented on the success of Family Fun Night/ drone show and the attendance at the 9/11 ceremony.

Mayor Sippel also thanked Assemblyman Simonsen for his dedication to the Township.

**Adjournment**

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Deputy Mayor Coombs. Motion to adjourn was unanimous. Meeting adjourned at 5:18 p.m.

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Frank Sippel, Mayor

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Township Clerk

Approved:

Resolution # 2025-322

Lower Township  
Bill List By Vendor Id

10/02/2025

11:02 AM

Ranges		Item Status		Purchase Types		Misc	
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All	
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00055		LARRY AKINS					
25-02577	09/30/25	MEDICAL REIMBURSEMENT	Open	\$180.00	\$0.00		
00061		ALERT-ALL CORPORATION ~					
25-02432	09/12/25	2025 Fire Prevention Week	Open	\$5,052.00	\$0.00		
00076		AMERICAN TEST CENTER, INC*					
25-02466	09/18/25	INSPECTIONS SCISSOR LIFT/DPW	Open	\$955.00	\$0.00		
00086		AMERICAN PLANNING ASSOCIATION					
25-02214	08/19/25	APA MEMBER RENEWAL (GALESTOK)	Open	\$728.00	\$0.00		
00153		ATLANTIC CITY ELECTRIC*					
25-02606	10/01/25	ATLANTIC CITY EL. AUG/SEPT 25	Open	\$25,228.77	\$0.00		
00179		AVERY TEITLER					
25-02491	09/23/25	PB RESOLUTION VOUCHERS	Open	\$400.00	\$0.00		
00257		BAYSHORE LANDSCAPING INC*					
25-02385	09/08/25	lot clearing	Open	\$550.00	\$0.00		
00323		JOHN BEERS					
25-02574	09/30/25	MEDICAL REIMBURSEMENT	Open	\$566.42	\$0.00		
00363		MARTIN J. BIERSBACH					
25-02486	09/22/25	MEDICAL REIMBURSEMENT	Open	\$195.36	\$0.00		
00611		COUNTY OF CAPE MAY (FUEL)					
25-02471	09/18/25	DIESEL/ NO LEAD/DPW/AUG	Open	\$22,321.76	\$0.00		
00651		MUNICIPAL UTIL AUTH DUMP FEES					
25-02452	09/17/25	DISPOSAL FEE AUGUST/DPW	Open	\$85,584.72	\$0.00		
00784		CAPE MAY STAR & WAVE					
25-02446	09/17/25	Legals - 9/10/25	Open	\$52.50	\$0.00		
25-02558	09/26/25	Legals - 9/17/2025	Open	\$399.50	\$0.00		
Vendor Total:				\$452.00			
00825		COMCAST INTERNET					
25-02575	09/30/25	COMCAST INTERNET AND TV SEPT.	Open	\$643.73	\$0.00		
01125		MARGARET CROMPTON					
25-00029	01/03/25	CONTRACTUAL REIMBURSEMENT M	Open	\$100.00	\$0.00		B
01132		CUMMINS INC					
25-00657	03/07/25	REC/DPW PLANNED MAINTENANCE	Open	\$869.98	\$0.00		
25-02479	09/18/25	INSPECTION PLANNED/CLEARWATER	Open	\$692.84	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01132		CUMMINS INC	<i>Account Continued</i>				
		<b>Vendor Total:</b>		<b>\$1,562.82</b>			
01170 25-02531	09/24/25	VERIZON WIRELESS* F/S FS Verizon 07.27 08.26	Open	\$168.42	\$0.00		
01200 25-02564	09/29/25	DELTA DENTAL PLAN OF NJ SEPT 2025 DENTAL ADMIN	Open	\$1,457.28	\$0.00		
25-02607	10/01/25	SEPT 2025 DENTAL CLAIMS	Open	\$11,628.01	\$0.00		
		<b>Vendor Total:</b>		<b>\$13,085.29</b>			
01208 25-02451	09/17/25	DRAIN DOCTOR* CLEM MULLIGAN FIELD/BACK-UP	Open	\$525.00	\$0.00		
01239 25-02507	09/23/25	DIANA L DeNOTE MEDICAL CLAIMS	Open	\$51.00	\$0.00		
01269 25-02553	09/26/25	DISCOUNT HYDRAULICS* HYDRAULIC HOSE/DPW	Open	\$1,440.65	\$0.00		
01480 25-02604	10/01/25	E-Z PASS 9/2/25 REC REPLINISH	Open	\$200.00	\$0.00		PC1
01483 25-02560	09/26/25	FRA TECHNOLOGIES* Service Con 12/1/25-11/30/26	Open	\$1,350.00	\$0.00		
01530 25-00398	02/06/25	FIRE DISTRICT #1 2025 FIRE DISTRICT #1 TAX	Open	\$2,939.04	\$0.00		
01540 25-00410	02/07/25	FIRE DISTRICT #2 2025 FIRE DISTRICT #2 TAXES	Open	\$3,918.72	\$0.00		
01550 25-00412	02/07/25	FIRE DISTRICT #3 2025 FIRE DISTRICT #3 TAXES	Open	\$1,306.24	\$0.00		
01660 25-02500	09/23/25	GENERAL SPRING SERVICE* KING PINS/ LEAF TRUCK/DPW	Open	\$2,399.09	\$0.00		
01675 25-02550	09/26/25	GENRON, INC.* BI-ANNUAL INSPECTION - 2 OF 2	Open	\$275.00	\$0.00		
01690 25-02490	09/23/25	GRANTURK EQUIPMENT CO* LOOP/HOSE/SHOE/DPW	Open	\$3,164.77	\$0.00		
25-02554	09/26/25	SWIVEL CASTER	Open	\$2,154.86	\$0.00		
		<b>Vendor Total:</b>		<b>\$5,319.63</b>			
01741 25-02437	09/12/25	GENTILINI CHEVROLET, LLC ~ TANK/DPW	Open	\$117.76	\$0.00		
01984 25-02562	09/29/25	DEPARTMENT OF TREASURY SLFRF REMITTANCE	Open	\$104,645.12	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02025		HUNTER JERSEY PETERBILT~					
24-03447	12/19/24	RES 2024-401 2025 PBLT 548	Open	\$162,762.80	\$0.00		
25-02422	09/12/25	TANK ASSY/DPW	Open	\$592.52	\$0.00		
25-02462	09/18/25	SPRING AIR/DPW	Open	\$540.11	\$0.00		
25-02569	09/29/25	ENGINE DIPSTICK/DPW	Open	\$643.80	\$0.00		
		<b>Vendor Total:</b>		<b>\$164,539.23</b>			
02027		JESCO INC~					
25-02456	09/18/25	PARTS / DPW	Open	\$679.38	\$0.00		
25-02555	09/26/25	FILLER CAP/DPW	Open	\$267.78	\$0.00		
		<b>Vendor Total:</b>		<b>\$947.16</b>			
02108		KEEN COMPRESSED GAS CO*					
25-02421	09/12/25	COMPRESSED GAS/DPW	Open	\$144.33	\$0.00		
02140		KINDLE FORD LINC/MERC., INC.*					
25-02439	09/17/25	TER FRONT /DPW	Open	\$2,427.80	\$0.00		
02247		LAWSON PRODUCTS, INC. ~					
25-01568	06/11/25	SUPPLIES FOR GARAGE/DPW	Open	\$705.46	\$0.00		
02262		FBI/LEEDA*					
25-02488	09/23/25	FBI / LEEDA CLI TRAINING	Open	\$795.00	\$0.00		
02351		LOWER CAPE MAY REGIONAL					
25-02504	09/23/25	COMCAST TECH GRANT EXPEND/REIT	Open	\$17,769.12	\$0.00		
02538		MARSH & MCLENNAN AGENCY, LLC					
25-00025	01/03/25	RES#2025-13 DNE \$40K	Open	\$3,333.33	\$0.00		B
03021		NJ MOTOR VEHICLE COMMISSION					
25-02423	09/12/25	REGISTRATION 2014 TAHOE 7823	Open	\$60.00	\$0.00		PC1
03026		*NJ STATE HEALTH BENEFITS WIRE					
25-02533	09/24/25	OCT 2025 NJSHBP ACTIVE	Open	\$254,824.19	\$0.00		
25-02534	09/24/25	OCT 2025 NJSHBP RETIREE	Open	\$125,411.37	\$0.00		
		<b>Vendor Total:</b>		<b>\$380,235.56</b>			
03109		TRU GREEN CHEMLAWN					
25-02104	07/30/25	VEG CONTROL VARIOUS 1 TREATMNT	Open	\$100.00	\$0.00		B
03280		PARAMOUNT SANITARY SUPPLY ~					
25-02481	09/18/25	TOILET PAPER, PLUNGERS, GLOVES	Open	\$184.00	\$0.00		
03293		BLAINE PAYNTER					
25-02506	09/23/25	MEDICAL CLAIMS	Open	\$234.62	\$0.00		
03305		PEDRONI FUEL*					
25-02567	09/29/25	NO LEAD GAS/DPW 9.15.25	Open	\$629.59	\$0.00		
03387		POGUE INC. *					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03387		POGUE INC. *	<i>Account Continued</i>				
25-02472	09/18/25	SAFETY / HEALTH CONSORTIUM	Open	\$300.00	\$0.00		
03518		RIGGINS, INC.*					
25-02469	09/18/25	HIGHWAY DIESEL/DPW 9.16.25	Open	\$1,012.93	\$0.00		
03573		SAFETY-KLEEN CORP*					
25-01571	06/11/25	EQUIP. MAINTENANCE/DPW	Open	\$551.19	\$0.00		
03611		SERVICE TIRE TRUCK CENTERS ~					
25-02171	08/12/25	TIRES/RDS/RECY/DPW	Open	\$6,718.57	\$0.00		
03683		SNAP-ON TOOLS*					
25-02389	09/09/25	TIRE MONITOR TOOL UPDATE/DPW	Open	\$206.78	\$0.00		
03692		SOUTH JERSEY GAS CO*					
25-02576	09/30/25	SOUTH JERSEY GAS- AUG/SEPT	Open	\$704.76	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-01856	07/09/25	SUPPLIES FOR BUILDING/DPW/	Open	\$510.94	\$0.00		
03915		TURF EQUIPMENT & SUPPLY CO ~					
25-02461	09/18/25	WHEEL ASM/DPW	Open	\$864.78	\$0.00		
03971		VERIZON WIRELESS MDT POLICE					
25-02425	09/12/25	VERIZON MDTs AUGUST 2025	Open	\$1,239.17	\$0.00		
03985		VILLAS NAPA AUTO PARTS ~					
25-02124	08/04/25	RDS/SANT/RECY/DPW	Open	\$3,930.42	\$0.00		
03994		MARGARET VITELLI					
25-02573	09/29/25	9/17/25 NIGP MEETING	Open	\$113.40	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
25-02306	08/27/25	MONTHLY FIRST AID SUPPLIES/DPW	Open	\$63.78	\$0.00		
25-02442	09/17/25	RE-STOCK RECREATION DEPT.	Open	\$52.55	\$0.00		
25-02444	09/17/25	8/28/25 TOWNHALL RESTOCK	Open	\$30.49	\$0.00		
25-02501	09/23/25	RE-STOCK- FREEMAN DOUGLASS	Open	\$48.87	\$0.00		
		<b>Vendor Total:</b>		<b>\$195.69</b>			
04300		W B MASON CO INC*					
25-02476	09/18/25	OFFICE SUPPLIES	Open	\$131.23	\$0.00		
25-02478	09/18/25	TOWNHALL PAPER RESTOCK	Open	\$328.20	\$0.00		
		<b>Vendor Total:</b>		<b>\$459.43</b>			
05083		ALLEGRA MARKETING,PRINT & MAIL					
25-02474	09/18/25	BOCA FORMS AND STICKERS	Open	\$775.00	\$0.00		
25-02503	09/23/25	VETERAN'S DAY FLYERS/POSTERS	Open	\$405.00	\$0.00		
25-02559	09/26/25	Fall, 2025 Newsletters	Open	\$380.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$1,560.00</b>			
5022		INSTITUTE FOR FORENSIC PSYCHO*					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
5022		INSTITUTE FOR FORENSIC PSYCHO*		<i>Account Continued</i>			
25-02493	09/23/25	FITNESS FOR DUTY EVAL	Open	\$2,500.00	\$0.00		
6059		USABLE LIFE					
25-02572	09/29/25	OCT 2025 LIFE INS	Open	\$965.25	\$0.00		
6063		CAPE MINING & RECYCLING, LLC*					
25-00105	01/13/25	SUPPLIES FOR ROADS/DPW/JAN	Open	\$91.01	\$0.00		
7012		Y-PERS, INC*					
25-02460	09/18/25	FREIGHT CHARGE INV 0207180	Open	\$25.00	\$0.00		
7098		SHORE VETERINARIAN ANIMAL					
25-02494	09/23/25	ANIMAL CONTROL CALLS AUG 2025	Open	\$525.00	\$0.00		
7119		ENGINEERING DESIGN ASSOC*					
25-02499	09/23/25	USACOE DREDGING PROJECT	Open	\$425.00	\$0.00		
7196		LAUREN HUGGINS SUIT					
25-00027	01/03/25	RES#2025-07 2025 PUBLIC INFO	Open	\$1,356.67	\$0.00		B
7310		CORELOGIC REAL ESTATE TAX SER					
25-02334	09/02/25	B-500.04 L-3 OWENS	Open	\$705.45	\$0.00		
25-02335	09/02/25	B-497.11 L-4	Open	\$694.24	\$0.00		
25-02336	09/02/25	B-651 L-7	Open	\$648.09	\$0.00		
25-02337	09/02/25	B-753.22 L-19	Open	\$1,166.79	\$0.00		
		<b>Vendor Total:</b>		<b>\$3,214.57</b>			
7386		COREY SCHEID					
25-00308	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$139.99	\$0.00		B
7475		SUZANNE M SCHEID					
25-02578	09/30/25	MEDICAL REIMBURSEMENT	Open	\$16.80	\$0.00		
7496		AMERICAN PARTS DISTRIBUTION*					
25-02357	09/05/25	COMPRESSER FOR A/C/DPW	Open	\$228.35	\$0.00		
7618		MEGONIGAL ELECTRIC LLC					
25-01512	06/11/25	REPLACED RECEPTACLES/COVER PL	Open	\$375.00	\$0.00		
25-02108	07/31/25	WORK @ FREEMAN DOUGLASS FIELD	Open	\$450.00	\$0.00		
25-02450	09/17/25	FREEMAN DOUGLASS FIELD LIGHTS	Open	\$450.00	\$0.00		
25-02470	09/18/25	TOWNHALL RECEPTACLE/DPW	Open	\$225.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$1,500.00</b>			
7691		AUDREY DENNY					
25-02508	09/23/25	MEDICAL CLAIMS	Open	\$42.00	\$0.00		
7751		HOFFMAN'S EXTERMINATING					
25-00938	04/10/25	PEST CONTROL/CANAL PARK-YEARLY	Open	\$132.60	\$0.00		
25-00939	04/10/25	PEST AGREEMENT-FREEMAN DOUGL	Open	\$78.75	\$0.00		
		<b>Vendor Total:</b>		<b>\$211.35</b>			



Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7820		DEBLASIO & ASSOCIATES, P.C					
23-02340	09/14/23	RES#23-303 CO #1 ROTARY PARK	Open	\$290.00	\$0.00		B
23-02342	09/14/23	RES23-306 GIS MAP DNE 57K	Open	\$5,780.00	\$0.00		B
23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	\$3,000.00	\$0.00		
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$1,207.50	\$0.00		B
24-03368	12/06/24	#24-372 BAY OUTFALL EXT #C059	Open	\$8,556.25	\$0.00		B
24-03455	12/19/24	#24-402 BEACH/DEL DNE 38K C061	Open	\$3,618.75	\$0.00		
25-00446	02/11/25	RES 2025-61 CARDINAL LT-C-062	Open	\$2,998.75	\$0.00		B
25-00696	03/12/25	RES#25-120 CO#3 CANAL PARK 30k	Open	\$1,893.75	\$0.00		
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$362.50	\$0.00		
25-01199	05/12/25	RES 2025-178 LTC067 CLEM SEWER	Open	\$4,400.00	\$0.00		B
25-01257	05/19/25	RES#25-155 PICKLE BALL COURTS	Open	\$6,036.25	\$0.00		B
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$4,743.75	\$0.00		B
25-02016	07/25/25	RES2025-260 LTC062 CARDINAL	Open	\$2,403.75	\$0.00		B
25-02390	09/09/25	CO3 #2025-295 WATER MN LTC-048	Open	\$8,898.75	\$0.00		B
25-02484	09/18/25	PB ENGINEER VOUCHERS	Open	\$3,307.45	\$0.00		
		<b>Vendor Total:</b>		<b>\$57,497.45</b>			
7929		AMAZON CAPITAL SERVICES, INC ~					
25-02014	07/25/25	TONER FOR HP PRINTER	Open	\$191.97	\$0.00		
25-02286	08/27/25	OFFICE SUPPLIES	Open	\$271.20	\$0.00		
25-02431	09/12/25	TRK 10 PARTS	Open	\$208.01	\$0.00		
25-02433	09/12/25	CHAIRS & HALLOWEEN SUPPLIES	Open	\$579.99	\$0.00		
25-02436	09/12/25	ECHO 400 TRIMMER HEADS	Open	\$82.50	\$0.00		
25-02440	09/17/25	TRASH BAGS	Open	\$1,160.25	\$0.00		
25-02480	09/18/25	OFFICE SUPPLIES	Open	\$55.23	\$0.00		
25-02485	09/22/25	DOCKING STATION	Open	\$193.99	\$0.00		
25-02489	09/23/25	FAITH & BLUE EVENT SUPPLIES	Open	\$134.20	\$0.00		
		<b>Vendor Total:</b>		<b>\$2,877.34</b>			
7985		EAW SECURITY					
25-02487	09/23/25	2025 CYBER KEY SUBSCRIPTION	Open	\$2,000.00	\$0.00		
8001		KEVIN O'BRIEN					
25-02552	09/26/25	TRAINING REIMBURSEMENT	Open	\$79.97	\$0.00		
8403		ANDREA IAPALUCCI					
25-02036	07/25/25	1319 Emerson Lot Clearing	Open	\$600.00	\$0.00		
25-02381	09/08/25		Open	\$850.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$1,450.00</b>			
8421		PROPHOENIX CORPORATION *					
25-02430	09/12/25	FS ProPhoenix software renewal	Open	\$7,999.89	\$0.00		
8439		J&D SERVICES LLC					
25-00637	03/06/25	RES#25-49 FERTILIZING SERVICES	Open	\$13,121.00	\$0.00		B
8464		JEREMY EMBS					
25-02482	09/18/25	J.Embs shipping reimbursemnt	Open	\$37.68	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8672 25-01168	05/08/25	LOGMEIN INC. GO TO MEETING 4/1-12/31/25	Open	\$19.00	\$0.00		PC1
8680 25-02453	09/17/25	US DEPT TRANS/FED MOTOR ADMIN CDL CLEARING HOUSE QUERY PLAN	Open	\$125.00	\$0.00		PC1
8707 25-00855	04/01/25	PAUL J BALDINI P.A. Special Tax Council 2025	Open	\$2,225.00	\$0.00		B
8721 25-00023	01/03/25	BLANEY, DONOHUE, & WEINBERG PC RES#2025-04 PROSECUTOR DNE 40k	Open	\$3,750.00	\$0.00		B
25-00024	01/03/25	RES#2025-04 WWC DNE \$10K	Open	\$833.33	\$0.00		
Vendor Total:				\$4,583.33			
8725 25-02556	09/26/25	W. CAMPBELL SUPPLY CO AC* PARTS FOR SWEEPER/DPW	Open	\$1,038.56	\$0.00		
8849 25-02383	09/08/25	HORNER ENTERPRISES LLC RES#25-302 FFN 9/12/25	Open	\$1,805.00	\$0.00		
8931 25-02409	09/09/25	CAPE REGIONAL URGENT CARE LLC EXAMS FOR ACADEMY RECRUITS	Open	\$591.00	\$0.00		
8973 25-02454	09/18/25	LEXIPOL LLC CORDICO WELLNESS APP	Open	\$7,199.10	\$0.00		
9021 25-02367	09/05/25	NATIONAL HIGHWAY PRODUCTS INC~ STOP SIGNS /DPW	Open	\$2,653.00	\$0.00		
9066 25-02547	09/26/25	BRT TECHNOLOGIES LLC NOA- Postcards	Open	\$2,620.38	\$0.00		
25-02548	09/26/25	NOA- Postage	Open	\$9,402.54	\$0.00		
Vendor Total:				\$12,022.92			
9070 25-02435	09/12/25	ARIZENT 2025 BOND SALE NOTICE	Open	\$2,142.00	\$0.00		
9216 25-00043	01/07/25	ATLANTICARE REGIONAL MEDICAL RES#2024-229 YEAR 1	Open	\$5,000.00	\$0.00		B
9296 25-02447	09/17/25	ALTEK BUSINESS SYSTEMS INC KYOCERA/DETECTIVES SEPT 25	Open	\$28.50	\$0.00		
9316 25-00020	01/03/25	THE BELASCO LAW FIRM LLC RES#2025-01 DNE \$40k	Open	\$3,333.33	\$0.00		B
9368 25-02358	09/05/25	PURDY COLLISION MV ACCIDENT TRK 46 REPAIRS	Open	\$8,212.39	\$0.00		
9391 25-02521	09/23/25	IRON MOUNTAIN INCORPORATED PICK-UP AND OFFSITE SHREDDING	Open	\$647.70	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9391		IRON MOUNTAIN INCORPORATED	<i>Account Continued</i>				
9412 25-02441	09/17/25	BLUETRITON BRANDS INC. COURT WATER DELIVERY	Open	\$52.95	\$0.00		
9445 25-02443	09/17/25	TWIN ROCKS WATER TOWNHALL SEPT. WATER DELIVERY	Open	\$59.96	\$0.00		
25-02492	09/23/25	20 BOTTLES 5GL + 4 DEPOSIT RET	Open	\$159.80	\$0.00		
25-02527	09/24/25	WATER -SEPTEMBER'25- REC.	Open	\$29.98	\$0.00		
25-02530	09/24/25	FS water 09.25	Open	\$19.98	\$0.00		
25-02551	09/26/25	PD - 20 BOTTLES + 3 BOTTLE DEP	Open	\$229.80	\$0.00		
		<b>Vendor Total:</b>		<b>\$499.52</b>			
9446 25-02571	09/29/25	MONTAGE ENTERPRISES INC. MOWER BELT/DPW	Open	\$2,028.07	\$0.00		
9453 25-01453	06/06/25	CAPITAL ONE TRADE CREDIT RDS/SIGNS/DPW/JULY	Open	\$257.76	\$0.00		
25-02502	09/23/25	FS batteries	Open	\$22.99	\$0.00		
		<b>Vendor Total:</b>		<b>\$280.75</b>			
9457 25-02341	09/03/25	GEORGE ROBBINS JR B-494.36 L-14	Open	\$868.81	\$0.00		
BOSNA 25-02455	09/18/25	KAREN MANETTE BOSNA YOGA- MONTH OF AUGUST '25	Open	\$90.00	\$0.00		
CMC005 25-02561	09/26/25	CMC HERALD CFO AD	Open	\$222.00	\$0.00		
G-MUA 25-02599	10/01/25	LTMUA TAX SALE 9-29-25	Open	\$89,495.51	\$0.00		
KELLE005 25-02189	08/13/25	KELLEIGH TOMMASSELLO FACE PAINTER FFN 9/12/25	Open	\$250.00	\$0.00		
LOWER 25-02428	09/12/25	LOWER TOWNSHIP AUG 2025 DIFF CARD USAGE	Open	\$17,666.71	\$0.00		
25-02608	10/01/25	SEPT 2025 DIFF CARD USAGE	Open	\$19,738.14	\$0.00		
		<b>Vendor Total:</b>		<b>\$37,404.85</b>			
SMITHS 25-02579	09/30/25	SHEILA D SMITH MEDICARE SUPPLEMENT	Open	\$219.23	\$0.00		

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Total Purchase Orders: 160 Total P.O. Line Items: 0 Total List Amount: \$1,152,076.64 Total Void Amount: \$0.00

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

RESOLUTION #2025-322

Title: AUTHORIZING PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Comcast Business	#7452	PD Internet	\$1,969.90

TOTAL MANUAL CHECKS: \$ 1,969.90

TOTAL COMPUTER GENERATED: \$ 1,152,076.64

TOTAL BILL LIST \$ 1,154,046.54

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

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

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

RESOLUTION #2025-323

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>
500.02	7	Ceth Johns	Exempt Veteran 9/15/2025	\$ 361.78
453	9	Shawn Hainsworth	Exempt Veteran 9/12/2025	\$ 159.57

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 Oct 6, 2025.

Julie A Picard, Township Clerk

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

RESOLUTION #2025-324

Title: **AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH STANDARD & POOR'S  
FOR ANALYTICAL REVIEW AND ISSUANCE OF A CREDIT RATING FOR THE TOWNSHIP'S  
2025 BOND SALE**

**WHEREAS**, the Township of Lower is authorized under N.J.S.A. 40A:11-1 et seq. to enter into contracts for "Professional Services" without competitive bidding when necessary, provided that the award of such contract is made public by Resolution of the Governing Body and complies with the requirements of the New Jersey Pay-to-Play law; and

**WHEREAS**, Standard & Poor's has submitted the attached proposal in the amount of **\$23,450.00** to conduct a comprehensive analytical review and issue a credit rating for the Township of Lower in connection with the 2025 Bond Sale; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds from the following budget appropriation, as evidenced by her signature:

**Appropriation:** Ord. #24-04, C-04-55-439-910

**CFO 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 a Professional Services Contract is hereby awarded to **Standard & Poor's** in the amount of **\$23,450.00**, without public bidding, pursuant to N.J.S.A. 40A:11-1 et seq. and the New Jersey Pay-to-Play law. A copy of the proposal is attached hereto, and the Chief Financial Officer is authorized to execute the necessary Purchase Order.

**BE IT FURTHER RESOLVED** that notice of this award shall be published in the Township's Official Newspaper as required by law.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
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 October 6, 2025.

Julie A Picard, Township Clerk

# S&P Global Ratings

Dawn Lemma  
dawn.lemma-ende@spglobal.com  
Tel: + 1 (212) 438 5764  
55 Water Street  
New York, NY 10041-0003  
Team Email: USPPEngagementLtrs@spglobal.com  
Issue No.: 1873156  
Obligor ID : 4189

September 9, 2025

Township of Lower  
2600 BayShore Road  
Villas, NJ 08251  
Attention: Lauren Read, Chief Financial Officer

Re: *US\$12,000,000 Lower Township, New Jersey, General Obligation Bonds, Series 2025, dated: Date of delivery, due: October 01, 2037, Public*

Dear Lauren Read

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

## 1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

**Rating Fee.** You agree to pay us a credit rating fee of **\$23,450** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

**Other Fees and Expenses.** You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

**Termination of Engagement.** This engagement may be terminated by either party at any time upon written notice to the other party.

## 2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private rating under this Agreement, S&P Global Ratings will make such rating and related report available through a password-protected website or third-party private document exchange (or, if the password-protected website or third-party private document exchange is unavailable, by email) to a limited number of third parties you identify, and you agree not to disclose such rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as a "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third parties authorized to access the private rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private rating subject to certain terms and conditions, and disclose to market participants, including by publishing on its public website, the fact that the rated entity or obligations (as applicable) has been assigned a private rating.

## 3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information

includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

#### 4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

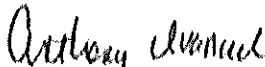
S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7 (a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to contact Dawn Lemma at dawn.lemma-ende@spglobal.com if you have any questions or suggestions about our fee policies. In addition, please visit our web site at [www.standardandpoors.com](http://www.standardandpoors.com) for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

By:



Name: Anthony Ivancich

Title: Interim Commercial Head of Public & Sovereign-North America  
di

cc:

Danielle Marino, Senior Associate  
Phoenix Advisors, LLC



## S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("Appendix") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "Agreement") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing", "process", "special categories of personal data", "joint controller" and analogous or equivalent terms shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"Analytical Data" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"Applicable Data Protection Law" shall mean, as applicable, the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced) ("GDPR") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable data protection and privacy laws, regulations, binding guidance and mandatory codes of practice of other countries;

"Client Data" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"Controller-to-Controller Standard Contractual Clauses" means the standard contractual clauses (as adopted by European Commission Decision 2021/914 on 4 June 2021) for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (a copy of the current version of which is accessible at: [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)), as completed in the form available at: [https://www.spglobal.com/assets/documents/ratings/ratings\\_ccc\\_controller\\_to\\_controller\\_final.pdf](https://www.spglobal.com/assets/documents/ratings/ratings_ccc_controller_to_controller_final.pdf), and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "Data Exporter" and S&P Global Ratings is the "Data Importer";

"Data" means Analytical Data and Client Data;

"Destination Jurisdiction" means a jurisdiction in respect of which additional safeguards are required under Applicable Data Protection Law of the Origin Jurisdiction in order lawfully to transfer personal data overseas to that jurisdiction;

"Origin Jurisdiction" means any jurisdiction that requires additional safeguards in order to lawfully transfer personal data to a Destination Jurisdiction, including but not limited to the following jurisdictions: a jurisdiction within the European Economic Area, the United Kingdom, Switzerland or Dubai International Financial Centre;

"Permitted Purpose" means processing in accordance with Applicable Data Protection Law:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "Services") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"Restricted Transfer" means a transfer of personal data (including making personal data available by remote access or otherwise) in respect of which additional safeguards are required under Applicable Data Protection Law in order to lawfully transfer that personal data, such as a transfer of Data from within an Origin Jurisdiction, or that is otherwise subject to Applicable Data Protection Law of an Origin Jurisdiction, to a Destination Jurisdiction;

"Standard Contractual Clauses" means the relevant standard contractual clauses as set forth at [https://www.spglobal.com/assets/documents/ratings/ccc\\_landing\\_page.pdf](https://www.spglobal.com/assets/documents/ratings/ccc_landing_page.pdf); and

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the United Kingdom Information Commissioner's Office under S119A(1) Data Protection Act 2018, effective March 21, 2022, completed in the form available at [https://www.spglobal.com/assets/documents/ratings/uk\\_addendum\\_for\\_client\\_agreements.pdf](https://www.spglobal.com/assets/documents/ratings/uk_addendum_for_client_agreements.pdf).

**3. Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose. You confirm that you are entitled to provide Data to S&P Global Ratings for the Permitted Purpose, including obtaining data subject consent where required by Applicable Data Protection Law.

**4. Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a controller of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

**5. Notifications:** Where required by applicable law, each party ("Notifier") will inform the other promptly after any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred by the other party to the Notifier under this Appendix which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

**6. Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

**7. Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure or access to the Data.

**8. International Transfer of Data:**

8.1 This Clause 8 and the relevant Standard Contractual Clauses, as modified by the UK Addendum where required by Applicable Data Protection Law, shall apply only with respect to Data transferred from or relating to residents of an Origin Jurisdiction to S&P Global Ratings and its affiliates in a Destination Jurisdiction.

8.2 S&P Global Ratings may process (or permit to be processed) any Data in any jurisdiction (including any Destination Jurisdiction) or receive and make Restricted Transfers in relation to any Data provided that it does so in accordance with Applicable Data Protection Law.

8.3 To the extent required under Applicable Data Protection Law, the relevant Standard Contractual Clauses (as set forth at [https://www.spglobal.com/assets/documents/ratings/sccl\\_landing\\_page.pdf](https://www.spglobal.com/assets/documents/ratings/sccl_landing_page.pdf)) shall: (i) apply, to the extent required by Applicable Data Protection Law, to Restricted Transfers by you (as Data Exporter) to S&P Global Ratings (as Data Importer); (ii) be deemed to be populated with your details as set out in the Agreement; (iii) be incorporated into and made a part of this Appendix; and (iv) be deemed to be executed by you executing the Agreement.

8.4 To the extent that the Controller-to-Controller Standard Contractual Clauses apply between S&P Global Ratings and you:

(a) Where the Origin Jurisdiction is not within the European Economic Area, the Controller-to-Controller Standard Contractual Clauses shall be construed in light of the equivalent provisions of relevant Applicable Data Protection Law of the Origin Jurisdiction insofar as Applicable Data Protection Law requires, and in particular references within the Controller-to-Controller Standard Contractual Clauses: (i) to provisions of the GDPR shall be read as being references to any equivalent provisions in the Applicable Data Protection Law of the Origin Jurisdiction; (ii) to Member States and the Union shall be read as being references to the relevant Origin Jurisdiction; and (iii) to third countries shall be read as being references to the relevant Destination Jurisdiction, in each case as the context requires and (iv) shall be interpreted as modified by the UK Addendum where required by Applicable Data Protection Law;

(b) Each party shall perform its obligations under the Standard Contractual Clauses at its own cost; and

(c) If the Controller-to-Controller Standard Contractual Clauses are amended or replaced, the parties agree to take steps to put in place any amended or replacement version between them, as required by Applicable Data Protection Law.

8.5 To the extent permissible by law, the terms of the Agreement and this Appendix, including without limitation in relation to the parties' liability to each other, shall also apply in relation to the Standard Contractual Clauses.

**9. Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with

the requirements of this Appendix and Applicable Data Protection Law.

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

RESOLUTION # 2025-325

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has resigned and he is entitled to payment for accumulated vacation and personal, 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 accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Steven Gindville in the amount of \$ 5,087.35 is authorized and chargeable to the Reserve for Accumulated Absences.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
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 October 6, 2025.

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

# Gindville

## TOWNSHIP OF LOWER RETIREMENT PAYOUT ANALYSIS DATE:

EMPLOYEE: Gindville, Steven

DATE OF RETIREMENT 9/4/2025

DATE OF PAYMENT:

RESOLUTION #:

Annual Salary:	\$57,780.15
Hourly Rate:	\$26.4561

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	70.14	26.46	1,855.63
Personal	(14.77)	26.46	(390.74)
Sick	0.00	26.46	0.00
Vacation	72.92	26.46	1,929.26
Holiday	64.00	26.46	1,693.19
College Credits			
<b>Terminal Leave Payout</b>			<b>\$5,087.35</b>

	(A)	(B)	(C)	(B * C)	(E)	A + D - E
	Carryover	Annual	36 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid
Comp	69.39	0.75		70.14	0.00	70.14
Personal	0.00	48.00	0.69	33.23	48.00	(14.77)
Sick	1,371.25	128.00	0.69	88.62	28.00	0.00
Vacation	156.00	88.00	0.69	60.92	144.00	72.92
Holidays	112.00					64.00
<b>Total</b>	<b>1,708.64</b>	<b>264.75</b>	<b>2.08</b>	<b>252.91</b>	<b>220.00</b>	<b>128.29</b>

Accrual and time used are current to 09/05/25 subject to change if time is used or not currently reported.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Treasurer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis  
FROM: Patrolman Steven Gindville #224  
DATE: August 21, 2025  
SUBJECT: FINAL NOTICE FOR EMPLOYMENT

I am respectfully submitting this special regarding the hiring process for a patrolman position with the Logan Township Police Department located in Gloucester County, NJ. I was informed on August 21<sup>st</sup>, 2025 the Chief offered me a full time patrolman position. I am respectfully submitting my two weeks notice. Should there be any questions or concerns, please reach out to me regarding this matter. Thank you for understanding.

Respectfully Submitted,

*Steven Gindville #224*

Steven Gindville

Patrolman Budget# 224

C File

Date 08/21/2025

	Officer	Comments
	224	175 Forwarded to Lt. McEwing
8/22/25	LT McEwing	FWD to Capt Morgan
8/22/25	LT McEwing #174	TO CHIEF LEWIS
8-22-25	181 (LEWIS)	SENT TO TOWN HALL

NOTE: LAST WORKING DAY IS 9-4-25

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

RESOLUTION #2025-326

Title: CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR

**WHEREAS**, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code; and

**WHEREAS**, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition; and

**WHEREAS**, the properties listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

**WHEREAS**, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
282	5	Weiss, John & Regina	1805 Bayshore Road	\$ 850.00	\$ 500.00	\$ 1,350.00
562	10	Cuppet, Marylyn	1319 Emerson Ave	\$ 600.00	\$ 500.00	\$ 1,100.00
				TOTAL		\$ 2,450.00

**WHEREAS**, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025.

Julie A Picard, Township Clerk

# Memo

**To:** Julie Picard, Clerk

**From:** Walter Fiore, Code Enforcement Officer

**Subject:** Liens for Lot Clearings

**Date:** September 19, 2025

**CC:**      **File**

I respectfully request liens be placed on the properties listed below for lot clearing charges incurred by the Township.

Please note the Township cost to be added to all liens is \$500.00

[illegible]



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

**RESOLUTION #2025-327**

Title: **LOCAL ARTS PROGRAM GRANT**

**WHEREAS**, it is the desire of the governing body of the Township of Lower to apply for and obtain a grant from the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage, for funding in the amount of \$20,000 to carry out a Local Arts Program to facilitate free youth and adult arts programming at various Family Fun events.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage, and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the Township of Lower and the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage.

**BE IT FURTHER RESOLVED**, that in the event that a grant agreement is executed between the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage and the Township of Lower, the chief executive officer and the grants officer, are hereby authorized and directed to carry out all functions related to the execution and completion of the grant funded project.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

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

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

**RESOLUTION #2025-328**

**Title: AUTHORIZING COMPETITIVE CONTRACTING FOR BANKING SERVICES FOR THE TOWNSHIP OF LOWER**

**WHEREAS**, PL 1999 c440 amended the Local Public Contract Law creating the category of contracting called Competitive Contracting; and N.J.S.A. 40A:11-4.3(a) requires that in order to initiate competitive contracting, the governing body shall pass a resolution authorizing the use of competitive contracting each time specialized goods or services enumerated in 40A:11-4.1 are desired to be contracted; and

**WHEREAS**, 40A:11-4.3(b) requires that the competitive contracting process shall be administered by the purchasing agent qualified pursuant to 40A:11-9 and N.J.A.C. 5:34-4 or by legal counsel of the contracting unit, or by an administrator of the contracting unit for Banking Services for the Township of Lower; and

**WHEREAS**, the Township of Lower seeks to obtain Banking Services under this process up to 5 years.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Purchasing Agent is hereby authorized to initiate the competitive contracting for Banking Services for the Township of Lower.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk

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

RESOLUTION # 2025-329

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 Kyle Boyle in the amount of 12,704.79 is authorized and chargeable to the 2025 Budget account 5-01-25-240-123.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
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 October 6, 2025.

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

# LOWER TOWNSHIP POLICE DEPARTMENT

## SPECIAL REPORT

TO: Chief Kevin Lewis  
FROM: PFC Kyle Boyle  
DATE: September 17, 2025  
SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 300 hours of Comp Time. Thank you for the consideration sir.

Respectfully Submitted,

*K. Boyle #203*

300 X 42.3493 = \$12,704.79

Kyle Boyle  
Patrolman First Class Badge 203

C File

Date	Officer	Comments
09/17/25	SFC. [Signature]	TOT Cpt. Majane #170
9-17-25	Capt. Majane #170	FWD D.C. Varaman (verified)
9-18-25	[Signature]	FWD TO CHIEF LEWIS
9-18-25	181 [Signature]	FWD TO TOWN HALL

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

RESOLUTION #2025-330

**Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR BLOCK 510, LOTS 8 & 18.01; ESCROW #10-09-03; PERFORMANCE BOND: PAMUSEMEN**

**WHEREAS**, Amusement Partnership USA, posted a Performance Guarantee with the Township of Lower, in the reduced amount of \$39,794.00, and

**WHEREAS**, the Township of Lower will not require the posting of a fifteen percent (15%) Maintenance Guarantee prior to the complete release of the original Performance Guarantee.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Performance Guarantee be and hereby is **released**.

**BE IT FURTHER RESOLVED** that the Township Treasurer is granted permission to issue a check, in the amount of \$39,794.00, plus any accrued interest- if applicable - in payment of the released Performance Guarantee.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

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

Frank Sippel, Mayor  
[fsippel@townshipoflower.org](mailto:fsippel@townshipoflower.org)

Kevin Coombs, Deputy Mayor  
[kcoombs@townshipoflower.org](mailto:kcoombs@townshipoflower.org)

Thomas Conrad, Ward 1  
[tconrad@townshipoflower.org](mailto:tconrad@townshipoflower.org)



TOWNSHIP OF LOWER  
2600 Bayshore Road  
Villas, New Jersey  
08251

Joseph Wareham, Ward 2  
[jwareham@townshipoflower.org](mailto:jwareham@townshipoflower.org)

Roland Roy, Jr., Ward 3  
[rroy@townshipoflower.org](mailto:rroy@townshipoflower.org)

Michael Laffey, Manager  
[mlaffey@townshipoflower.org](mailto:mlaffey@townshipoflower.org)

## MEMORANDUM

TO: Township Council

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

DATE: 9/25/2025

RE: Performance Bond Release  
Amusement Partnership USA  
Block: 510; Lot: 18 & 18.01  
Resolution #2025-330

The Land Development Ordinance of the Township of Lower, Chapter XVI, Subsection 400-81E, requires that "The governing body shall by resolution, release or declare in default each Performance Guarantee."

Pursuant to the above referenced Subsection 400-81F, Resolution #2025-330, is required to release the Performance Guarantee, held in trust by the Township of Lower, plus any accrued interest, for Amusement Partnership USA. The owner removed the two (2) offices constructed onsite and the property was cleaned and graded; therefore, no remaining site improvements require inspection by the Lower Township Engineer.

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

Subsection 400-81F(3) of the Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee, in an amount equal to and not more than fifteen percent (15%) of the original estimate of the cost of improvements. No site improvements under 400-81(3) are present on-site, that qualify for the collection and establishment of a two (2) year Maintenance Guarantee.

WJG:kms  
Att. (1)  
cc: Financial File

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

**RESOLUTION #2025-331**

**Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR  
BLOCK 820; LOT 2.23; ESCROW #Z23-02-03; P PKBRADY**

**WHEREAS**, Patrick H. Brady and Keri B. Brady, posted a Performance Guarantee with the Township of Lower in the amount of \$8,732.00; and

**WHEREAS**, the Township Engineer has recommended that improvements, having a total value of \$8,732.00 have been properly installed and are presently acceptable; and

**WHEREAS**, the Township of Lower Land Development ordinance requires the posting of a fifteen percent (15%) Maintenance Guarantee prior to the complete release of the original Performance Guarantee; and

**WHEREAS**, fifteen percent (15%) of the original Performance Guarantee equals \$3,053.25.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Performance Guarantee be and hereby is released, leaving a balance of \$3,053.25, on account as Maintenance Guarantee.

**BE IT FURTHER RESOLVED** that the Township Treasurer is granted permission to issue a check, in the amount of \$5,678.75, plus any accrued interest – if applicable - for payment of the above released Guarantee.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk



Mr. William J. Galestok, PP, AICP  
Lower Township Planning Director  
2600 Bayshore Road  
Villas, NJ 08251

Via E-mail

Your Reference  
Twp. No. Z18-08-01

Our Reference  
507100071-078

**Block 820, Lot 2.05 Major Subdivision – Individual Lot 2.23 Only**  
**Block 820, Lot 2.23**  
**Township of Lower, Cape May County**

August 7, 2025

T +1 (609) 465 9377  
F +1 (609) 465 5270  
[www.mottmac.com](http://www.mottmac.com)

Dear Mr. Galestok:

Per the Developer's request for a performance guarantee release, Mott MacDonald conducted multiple spot inspections at the above referenced site. The inspections were based on review of the drawings entitled "Major Subdivision Plan, Block 820, Lot 2.05, Lower Township, Cape May County, New Jersey" Sheets 1-9 of 9, prepared by Vincent C. Orlando, P.E., dated April 16, 2020 and last revised February 26, 2021. Please note that during the course of construction Mott MacDonald was only there for a portion of the work, and was not notified when some of the work was being conducted on site. The applicant's engineer Engineering Design Associates therefore provided documentation that the improvements were constructed in accordance with the approved plan. The limited inspections conducted by Mott MacDonald revealed that, to the best of our knowledge and belief, the site improvements have been installed in accordance with the above referenced documents and comply with the Land Development Ordinance of the Township of Lower. Mott MacDonald recommends that the performance bond for the project be released, and a maintenance bond be secured in the amount of **\$3,053.25** as indicated on the attached Performance Guarantee Estimate dated April 28, 2021.

Should you have any questions regarding the above information or should you require additional information, please do not hesitate to contact our office.

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Shawn A. Carr'.

Shawn A. Carr, PE, CME  
Principal Project Manager  
T 609.465.9377 F 609.465.5270  
[Shawn.carr@mottmac.com](mailto:Shawn.carr@mottmac.com)



M

M

MOTT  
MACDONALD211 Bayberry Drive, Suite 1A  
Cape May Court House, NJ 08210  
Telephone: 609-465-9377  
Fax: 609-465-5270**PERFORMANCE GUARANTEE AND ENGINEERING  
OBSERVATION ESCROW ESTIMATE**

Township of Lower Zoning Board

Estimate Date: April 28, 2021

Project Title: Block 820, Lot 2.05 Major Subdivision - Individual Lot 2.23 Only

Tax Map Id.: Block 820, Lot 2.05

Zoning District: GB-1, General Business

Street Address: 8100 Bayview Drive

Owner: Mark Platzer

Applicant: Mark Platzer

Estimate Based on the following plans: "Major Subdivision Plan, Block 820, Lot 2.05, Lower Township, Cape May County, New Jersey" Sheets 1-9 of 9, prepared by Vincent C. Orlando, P.E., dated April 16, 2020 and last revised February 26, 2021.

*The applicant has indicated that each lot is to be sold and developed individually, and has bonded and posted escrow for certain elements of the entire Major Subdivision as indicated in a prior Performance Guarantee and Engineering Observation Escrow Estimate dated April 5, 2021. This report is for the remaining site improvements for Lot 2.23 only, for which bonds and escrow are required as indicated herein.*

Land Surveyor: Stephen C. Martinelli, P.L.S., P.P.

Firm: The Martinelli Group, LLC

Original Date: 06/11/20

Revision Date: n/a

Design Engineer: Vincent C. Orlando, P.E.

Firm: Engineering Design Associates, P.A.

Original Date: 04/16/20

Revision Date: 02/26/21

**PERFORMANCE GUARANTEE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Evergreen Tree	10	UNIT	\$225.00	\$2,250.00
2	Deciduous Tree	2	UNIT	\$50.00	\$100.00
3	Shrub	19	UNIT	\$40.00	\$760.00

**NON-PERFORMANCE GUARANTEE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Site Clearing and Demolition	1	LS	\$2,500.00	\$2,500.00
2	6' Vinyl Fence	120	LF	\$35.00	\$4,200.00
3	4" Dia. PVC Inspection Port and Protection Box	2	UNIT	\$150.00	\$300.00
4	4" Dia. Perf. PVC Overflow Pipe	34	LF	\$30.00	\$1,020.00
5	8" Dia. Ductile Iron Pipe	38	LF	\$50.00	\$1,900.00
6	15" Dia. HDPE Pipe	7	LF	\$35.00	\$245.00
7	10'x2.5' Stone Trench w/ 15" Dia. Perf. HDPE Pipe	260	LF	\$85.00	\$22,100.00
8	Inlet, Type 'A'	4	UNIT	\$3,000.00	\$12,000.00
9	Inlet, Type 'E' Special with Weir	1	UNIT	\$7,000.00	\$7,000.00
10	Conduit Outlet Protection	1	UNIT	\$2,000.00	\$2,000.00
11	Tide Check Valve	1	UNIT	\$8,000.00	\$8,000.00
12	Topsoil and Seed	940	SY	\$4.00	\$3,760.00

**MAINTENANCE GUARANTEE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Evergreen Tree	10	UNIT	\$225.00	\$2,250.00

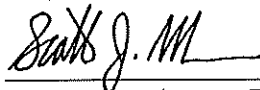
2	Deciduous Tree	2	UNIT	\$50.00	\$100.00
3	Shrub	19	UNIT	\$40.00	\$760.00
4	15" Dia. HDPE Pipe	7	LF	\$35.00	\$245.00
5	Inlet, Type 'E' Special with Weir	1	UNIT	\$7,000.00	\$7,000.00
6	Conduit Outlet Protection	1	UNIT	\$2,000.00	\$2,000.00
7	Tide Check Valve	1	UNIT	\$8,000.00	\$8,000.00
ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE GUARANTEE ITEMS)					\$3,110.00
SAFETY AND STABILIZATION GUARANTEE					\$5,000.00
ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE & NON-PERFORMANCE GUARANTEE ITEMS & SAFETY AND STABILIZATION GUARANTEE)					\$73,135.00
ESTIMATED IMPROVEMENT TOTAL (MAINTENANCE GUARANTEE ITEMS)					\$20,355.00
<b>PERFORMANCE GUARANTEE TO BE SUBMITTED</b>					<b>\$8,732.00</b>
<i>(N.J.S.A. 40:55D-53.a.1 - (120% of estimated improvement total - Performance Guarantee Items) &amp; Safety and Stabilization Guarantee)</i>					
<b>MAINTENANCE GUARANTEE ESTIMATE</b>					<b>\$3,053.25</b>
<i>(15% of Performance Guarantee Items &amp; cost of private stormwater management facilities)</i>					
<b>INSPECTION ESCROW TO BE SUBMITTED - 5% OF THE ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE &amp; NON-PERFORMANCE GUARANTEE ITEMS &amp; SAFETY AND STABILIZATION GUARANTEE)</b>					<b>\$3,656.75</b>
<i>(N.J.S.A. 40:55D-53.h - The initial deposit for inspection by the Township Engineer shall be the greater of \$500 or 5% of the cost of improvements)</i>					

**NOTES:**

*See bold italicized notes above.*

1. Unit prices used to prepare this estimate are considered valid for the six (6) month period following the date of preparation.
2. This estimate is to be used for bonding purposes only and does not in any way indicate or warrant the actual construction costs that may be incurred by the Developer.
3. Items contained in this estimate pertain to site improvements only and correlate to the items shown on the final site plan submitted by the Developer.
4. The Municipal Engineer's office must be notified (at the above address) at least 48 hours in advance of installation of all the above improvements in order to schedule observations in accordance with the Municipality's Land Use Ordinance and Design Standards.

Prepared By:



Scott J. Macpherson, PE, CME  
Mott MacDonald

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

**RESOLUTION #2025-332**

**Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR  
BLOCK 571, LOTS 1-6 + 9-14. RE: ESCROW #Z18-05-01**

**WHEREAS**, Maypointe Hospitality, LLC, posted a Performance Guarantee with the Township of Lower, in the amount of \$31,892.00; and

**WHEREAS**, the Township Engineer has recommended the improvements have been constructed in general compliance with the Plan, and are presently acceptable (Engineer's Report attached).

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Performance Guarantee be and hereby is **released**.

**BE IT FURTHER RESOLVED** that the Township Treasurer is granted permission to issue a check, in the amount of \$5,000.00, plus any accrued interest – if applicable - for the payment of the above released Guarantee.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

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

Frank Sippel, Mayor  
[fsippel@townshipoflower.org](mailto:fsippel@townshipoflower.org)

Kevin Coombs, Deputy Mayor  
[kcoombs@townshipoflower.org](mailto:kcoombs@townshipoflower.org)

Thomas Conrad, Ward 1  
[tconrad@townshipoflower.org](mailto:tconrad@townshipoflower.org)



TOWNSHIP OF LOWER  
2600 Bayshore Road  
Villas, New Jersey  
08251

Joseph Wareham, Ward 2  
[jwareham@townshipoflower.org](mailto:jwareham@townshipoflower.org)

Roland Roy, Jr., Ward 3  
[rroy@townshipoflower.org](mailto:rroy@townshipoflower.org)

Michael Laffey, Manager  
[mlaffey@townshipoflower.org](mailto:mlaffey@townshipoflower.org)

## MEMORANDUM

TO: Township Council

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

DATE: 9/25/2025

RE: Performance Bond Release  
Harpoons on the Bay  
91 Beach Drive  
Block: 571 Lot(s): 1-6 + 9-14  
Z18-05-01  
Resolution #2025-332

The Land Development Ordinance of the Township of Lower, Chapter XVI, Subsection 400-81E, requires that "The governing body shall, by resolution, release or declare in default each Performance Guarantee."

Pursuant to the above referenced Subsection 400-81F, Resolution #2025-332 is required to **release** the Performance Guarantee, held in trust by the Township of Lower for Maypointe Hospitality, LLC. The required final inspection report, certifying completion, compliance, and condition of the work, has been received from the Township Engineer (attached).

The Township Engineer recommends **release** of the retained \$31,892.00. (\$5,000.00 Cash Bond and \$26,892.00 Surety Performance Bond)

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

WJG:kms  
Att. (1)  
cc: Financial File

# DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

July 24, 2023

VIA EMAIL

Mr. Patrick Wood, Secretary  
Township of Lower Zoning Board  
2600 Bayshore Road  
Villas, NJ 08251

**RE: Township of Lower  
Site Plan Application – Observation Phase  
Harpoons on the Bay  
91 Beach Drive  
Block 571, Lots 1-6 & 9-14  
Application #: Z18-05-01  
D&A File #: LT-Z-004**

Dear Mr. Wood:

This office has observed the installation of the various elements of the approved Drainage and Grading Plan.

On-site observations indicate that the underground and surface mounted elements of the plan have been constructed in general compliance with the plan, utilizing the specified materials. Pictures of the underground installations are attached.

Landscaping is substantially complete. We would recommend that the Landscaping Bond be retained until the next growing season to ensure that any replacements necessary are accomplished.

If you have any questions or require any additional information, please feel free to contact William W. Cathcart, P.E. (cell: 609 827-7221).

Very truly yours,

**DeBlasio & Associates, P.C.**



Marc DeBlasio, P.E., P.P., C.M.E.

T: 609-854-3311

[Marc@deblasioassoc.com](mailto:Marc@deblasioassoc.com)

Enc: LT-Z-004 Harpoons on the Bay 2023-0317&18 Pics.pdf

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

RESOLUTION # 2025-333

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR RESURFACING OF RIDGEWOOD AVENUE - BAYSHORE ROAD TO DELAWARE AVENUE TO SOUTH STATE INC. (LT-C-047)**

**WHEREAS**, the Notice to Bidders for the Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue (LT-C-065) was advertised on August 27, 2025 and accepted on Tuesday September 9, 2025 at 10:00 a.m. prevailing time; and

**WHEREAS**, Two (2) sealed bids were submitted and reviewed by the Township Engineer, QPA and the Public Works Superintendent; and

**WHEREAS**, South State Inc., the lowest qualified bidder, complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: C-04-55-438-100 ORD 24-03

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 the following contract is hereby awarded:

**AWARD TO: SOUTH STATE INC.**  
**TOTAL: \$237,412.87**

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 9, 2025

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ  
FY2024 NJDOT LTPF and FY2024 NJDOT Municipal Aid – Resurfacing of Ridgewood Avenue  
D&A File #: LT-C-047**

Dear Ms. Picard:

We have tabulated the two (2) bids received on September 9, 2025 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be South State, Inc. in the amount of \$237,412.87. Enclosed please find one (1) copy of the bid tabulation for your files.

In accordance with N.J.S.A. 40A:11-1 et seq., the award should be made to the lowest responsible bidder which appears to be South State, Inc., P.O. Box 68, Bridgeton, NJ 08302 in the amount of \$237,412.87. The contractual award should be made contingent upon approval from the New Jersey Department of Transportation, Township Purchasing Agent, Chief Financial Officer and Township Solicitor.

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

cc: Mayor Frank Sippel (via email w/encl.)  
Michael Laffey, Manager (via email w/encl.)  
Margaret Vitelli, Qualified Purchasing Agent (via email w/encl.)  
Gary Douglass, Public Works Superintendent (via email w/encl.)  
Rob Belasco, Solicitor (via email w/encl.)  
Lauren Read, CFO (via email w/encl.)  
Cody Stanford (via email w/encl.)  
Andrew McTague (via email w/encl.)

# DEBLASIO & ASSOCIATES

## BID TABULATION

CONSULTING ENGINEERS AND PLANNERS

Project Name: FY2024 N.J.D.O.T. MUNICIPAL AID PROGRAM/LOCAL TRANSPORTATION PROJECTS FUND  
RESURFACING OF RIDGEWOOD AVENUE

D&A Project #: LT-C-047  
Client: Township of Lower  
Bid Opening Date: 09/09/2025

South State, Inc.  
P.O. Box 68  
Bridgeport, NJ 08302

Landberg Construction  
82 Tuckahoe Road  
Dorothy, NJ 08317

Item #	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
FY2024 MUNICIPAL AID (MA) PARTICIPATING ITEMS						
M1	HMA MILLING, 3" OR LESS	S.Y.	5,900	\$ 4.50		\$26,550.00
M2	HOT MIX ASPHALT 9.5/16.4 SURFACE COURSE	TON	750	\$ 120.00		\$90,000.00
M3	RESET STONE MULCHING	S.Y.	100	\$ 4.00		\$400.00
M4	TURF REPAIR STRIP	L.F.	2,500	\$ 0.10		\$250.00
M5	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	100	\$ 40.00		\$4,000.00
M6	INLET FILTERS, TYPE 1	S.F.	60	\$ 5.00		\$300.00
M7	TRAFFIC MARKINGS LINES, 12"	L.F.	70	\$ 20.00		\$1,400.00
M8	BICYCLE SAFE GRATE	UNIT	3	\$ 0.01		\$0.03
M9	SET INLET TYPE B, CASTING	UNIT	3	\$ 0.01		\$0.03
M10	RESET EXISTING CASTING	UNIT	3	\$ 500.00		\$1,500.00
M11	RESET WATER VALVE BOX	UNIT	5	\$ 0.01		\$0.05
M12	RESET PAVERS	S.Y.	30	\$ 40.00		\$1,200.00
M13	CURB PIECE	UNIT	3	\$ 0.01		\$0.03
Sub-Total Amount Bid Based on Estimated Quantities for Items M1 to M13					\$125,600.14	
					\$3.50	\$20,650.00
					\$110.00	\$82,500.00
					\$35.00	\$3,500.00
					\$2.00	\$5,000.00
					\$60.00	\$6,000.00
					\$0.01	\$0.60
					\$20.00	\$1,400.00
					\$350.00	\$1,050.00
					\$1,600.00	\$4,800.00
					\$550.00	\$1,650.00
					\$0.01	\$0.05
					\$250.00	\$7,500.00
					\$350.00	\$1,050.00
					\$135,100.55	



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

**RESOLUTION #2025-334**

**Title: A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL  
OF LOWER TOWNSHIP – EMERGENCY ACTION & FIRE PREVENTION PLAN**

**WHEREAS**, on September 16, 2020, the Township Council of the Township of Lower approved Resolution #2019-288, formally adopting a "Personnel Policies and Procedures Manual;" and

**WHEREAS**, over the years, the Township of Lower has continuously reevaluated and amended its Personnel Policies and Procedures Manual to incorporate additional policies and/or amendments to existing policies to promote the health, safety, and general welfare of its employees; and

**WHEREAS**, the Township of Lower's Personnel Policies and Procedures Manual was most recently updated on November 6, 2023, in accordance with the approval of Resolution 2023-353; and

**WHEREAS**, upon further review, the Township of Lower has identified a need to amend the Personnel Policies and Procedures Manual to incorporate an Emergency Action & Fire Prevention Plan copies of which is attached to this Resolution, to safeguard employees from potential risks and to protect their health, safety, and general welfare.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Personnel Policies and Procedures Manual of the Township of Lower be and hereby is amended to incorporate an Emergency Action & Fire Prevention Plan.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025.

Julie A Picard, Township Clerk

# **EMERGENCY ACTION & FIRE PREVENTION PLAN**

**General Industry Standard 29 CFR 1910.38  
General Industry Standard 29 CFR 1910.39**

**Prepared for:**

**TOWNSHIP OF LOWER**

Reviewed by (print name): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## EMERGENCY ACTION & FIRE PREVENTION PLAN

Township of Lower

### PURPOSE

New Jersey Public Employee Occupational Safety and Health (PEOSH) requires each facility to maintain an Emergency Action Plan (EAP) under 40CFR 1910.38. This EAP must be in writing and must, at a minimum, contain the following:

- Procedures for reporting a fire or other emergency;
- Procedures for emergency evacuation, including type of evacuation and exit route assignments;
- Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;
- Procedures to account for all employees after evacuation;
- Procedures to be followed by employees performing rescue or medical duties; and
- The name or job title of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan.

Employees will be instructed in evacuation procedures and of the provisions of this Emergency Action Plan when they are first assigned, when an employee's responsibilities under the plan change or when the plan itself is changed.

Emergency situations require the participation of all staff, with certain responsibilities assigned to ensure smooth operations. Everyone must be familiar with emergency operations. This plan shall be readily available, posted/kept in the Lower Township. The Lower Township anticipates that emergency situations may arise from the following:

- Fire
- Severe Storm//Natural Disasters
- Manmade Disaster
- Workplace Violence
- Terrorism.

As a result, the Lower Township designed this EAP to attempt to consider all possible emergency scenarios and plan accordingly.

### RESPONSIBILITIES

The following personnel for the Lower Township are designated as the Emergency Action Plan Coordinators:

- Lower Township

The Plan Coordinators, or their designees, are responsible for the implementation of this plan and shall, on an annual basis, review this plan and update as necessary.

### EMERGENCY PHONE NUMBERS

Department	Phone Number
Lower Township Police	609-886-1619
Villas Fire	609-886-2711
Emergency Medical Services	609-886-2711

## **EMERGENCY ACTION & FIRE PREVENTION PLAN**

Township of Lower

### **EVACUATION PROCEDURES**

In the event of an emergency, all personnel will be notified to evacuate through the sounding of the alarm, verbal communications and/or through the Public Address system. All employees should evacuate immediately through the nearest exit. Elevators should not be used in an emergency.

Generally, all personnel should:

- Remain calm and follow directions from supervisors and/or law enforcement personnel
- Evacuate using the nearest available exit
- Do not use elevators
- Keep a distance away from buildings being evacuated
- Proceed to your designated Assembly Area
- Once in your designated Assembly Area, try to put a building or as much distance as possible between yourself and the building being evacuated.

Specifically, all personnel will follow evacuation procedures from their designated departments as follows:

All personnel within the Lower Township will use the designated building exits in their areas (use a "safe building exit" and avoid any exit that may be involved in the emergency) to the outside of the building and then proceed to Evacuation Area Lower Township

In the event of evacuation, staff will assemble in their designated Assembly Area. Employees are to remain at the assembly area until told to return to work or until released by their Supervisors.

The representatives for the Lower Township, 2600 Bayshore Road Villas, NJ 08251, will account for all employees after the emergency evacuation has been completed. This will be accomplished through a physical head count as well as cell and/or telephone communications with remote employees.

In the event that someone cannot be located or accounted for, the Supervisor will attempt to determine the last known location of that employee and notify the Emergency Coordinator or the responsible parties.

## **EMERGENCY ACTION & FIRE PREVENTION PLAN**

Township of Lower

### **Public**

Often, the Lower Township is visited by private citizens or municipal personnel from other departments. These visitors must also evacuate in the event of an emergency, but may be unfamiliar with the layout of the building and the existing exit ways. In the event of an evacuation, the Lower Township employees will escort visitors out of the building using the designated evacuation routes and assembly area for the department/office in question. Once at the designated assembly area, visitors may be allowed to leave at the discretion of the Emergency Coordinator.

In summary, the assigned Assembly area is as follows:

### **TOWNSHIP OF LOWER**

### **EMERGENCY SITUATIONS**

#### **FIRE**

In the event a fire is discovered, begin evacuation, pull the nearest fire alarm while exiting and call 911 when you are outside the building in a safe area. All personnel are to evacuate the building following the evacuation procedures.

**No personnel are to attempt to fight the fire, unless designated and trained.**

#### **SEVERE WEATHER / NATURAL DISASTER**

In the event of severe weather, sheltering in place is probably a safer alternative to evacuation. All personnel should move to interior locations away from windows until the storm has passed. In the event of severe damage to the building, personnel should evacuate those damaged areas until the immediate storm threat has passed and then evacuate the building following evacuation procedures.

#### **SEVERE WINDS / TORNADO**

When a warning is issued by sirens or other means, seek inside shelter. Consider the following:

- Small interior rooms on the lowest floor and without windows,
- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick or block with no windows.

Stay away from outside walls and windows. Remain sheltered until the storm/tornado threat is announced to be over.

## **EMERGENCY ACTION & FIRE PREVENTION PLAN**

Township of Lower

### **FLOOD**

Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official. Follow the recommended primary or secondary evacuation routes.

### **HURRICANE / SEVERE STORM**

The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch is issued when a hurricane becomes a threat to an area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas in coastal areas, are expected in the area within 24 hours.

Once a hurricane warning has been issued:

Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.

Leave areas that might be affected by storm tide or stream flooding.

During a hurricane, remain indoors and consider the following:

- Small interior rooms on the lowest floor and without windows,
- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick, or block with no windows.

### **BLIZZARD**

Stay calm and await instructions from the Emergency Coordinator or the designated official. Stay indoors!

If during a blizzard there is no heat:

- Close off unneeded rooms or areas.
- Stuff towels or rags in cracks under doors.
- Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

## EMERGENCY ACTION & FIRE PREVENTION PLAN

Township of Lower

### EARTHQUAKE

In the event of an earthquake:

- Seek Refuge under substantial structure (table etc.)
- Use arms to protect the head and neck
- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

### **WORKPLACE VIOLENT & TERRORISM**

If individuals become threatening or violent, or if suspicious people are identified as potential threats, call 911.

If engaged in a bomb threat phone call, pretend difficulty hearing, and keep caller talking. If the caller seems agreeable to further conversation, ask questions like:

- When will it go off? Certain hour?
- Time Remaining?
- Where is it located? Building area?
- What kind of bomb?
- What kind of package?
- How do you know so much about the bomb?
- What is your name and address?

If building is occupied, inform caller that detonation could cause injury or death.

Call the Lower Township Police Communications Center at 911 and relay information about call.

Notify your supervisor immediately.

**Please note:** A bomb threat does not automatically call for the building to be evacuated. Once the threat is evaluated, the Lower Township Police Department and /or Emergency Management Coordinator will direct a full or partial evacuation if deemed necessary.

### **CRITICAL OPERATIONS**

A provision for critical operations (money handling etc.) should be made if the facility needs complete evacuation.



## **EMERGENCY ACTION & FIRE PREVENTION PLAN**

Township of Lower

### **MEDICAL EMERGENCIES**

In the event of a potentially life threatening medical emergency, employees shall dial 911 immediately and then notify the acting supervisor. Employees trained in First Aid and CPR are encouraged to provide assistance to injured persons. 911 must be notified first before any other action is taken.

### **FIRE PREVENTION PLAN**

The following personnel of the Lower Township are designated as the Fire Prevention Plan Coordinators:

- Jeremy Embs
- Bill Belles

The Fire Prevention Plan Coordinator, or his/her designee, is responsible for the implementation of this plan, review this plan and update as necessary.

The following locations within the Lower Township are considered to be at high risk in the event of a fire:

- Department of Public Works
- Kitchen, Town Hall

All employees are expected to follow safe operating procedures in order to prevent accidental ignition of flammable materials and to control the accumulation of combustible materials. All flammable liquids are to be kept in approved storage containers. All compressed gas cylinders must be secured to prevent them from falling over.

In the event of a fire, all personnel should evacuate the building as outlined in this program and gather at the designated assembly area. No employees are to fight the fire, unless designated and trained.

### **TRAINING**

#### **EMERGENCY ACTION PLAN**

An employer must designate and train employees to assist in a safe and orderly evacuation of other employees. Training component will include a review of the Emergency Action Plan. An employer must review the Emergency Action Plan with each employee covered by the plan when the plan is developed or the employee is assigned initially to a job; when the employee's responsibilities under the plan change; and when the plan is changed.

#### **FIRE PREVENTION PLAN**

An employer must inform employees upon initial assignment to a job of the fire hazards to which they are exposed. An employer must also review with each employee those parts of the fire prevention plan necessary for self-protection.

## **EMERGENCY ACTION & FIRE PREVENTION PLAN**

Township of Lower

### **PROGRAM EVALUATION**

The Emergency Action & Fire Prevention Plan will be updated at least annually to reflect changes in policies, procedures, responsibilities, and contact information by Lower Township

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

**RESOLUTION #2025-335**

**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, 2025; 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, 2026; 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 System from January 1, 2026 through December 31, 2026; 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, 2026; and

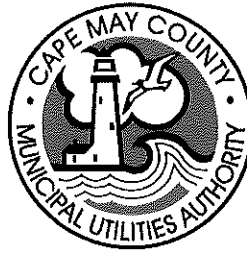
**WHEREAS**, N.J.S.A 40A:65-1 et seq. the Uniform Shared Service and Consolidation Act, authorizes a municipality to enter into a contract with any other local unit for the sharing of governmental services.

**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, 2026, 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							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk



## 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](http://www.cmcmua.com)

September 29, 2025

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:

The Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") offers the enclosed proposed "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") for consideration by you and members of the governing body. The CMCMUA is presenting this proposed Agreement to all 16 municipalities within Cape May County.

Below is a summary of the proposed Agreement:

1. The proposed Agreement term is for one (1) year. The term commences on January 1, 2026 and terminates on December 31, 2026.
2. The Municipality shall 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. For calendar year 2026, the Authority may increase Solid Waste tipping fees covered under the proposed Agreement by no greater than two percent (2%) from the calendar year 2025 Solid Waste tipping fees as established in the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*". 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.

# Cape May County Municipal Utilities Authority

September 29, 2025  
Page 2

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";
- 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.

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  
Mr. Michael Laffey, Township Manager  
Ms. Lauren Read, Chief Financial Officer

# Cape May County Municipal Utilities Authority

## RESOLUTION NO. 117-25

### 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 two (2) year period ending on December 31, 2025 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 one (1) year Agreement and to fix the expiration date of said Agreement to occur on December 31, 2026; 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:

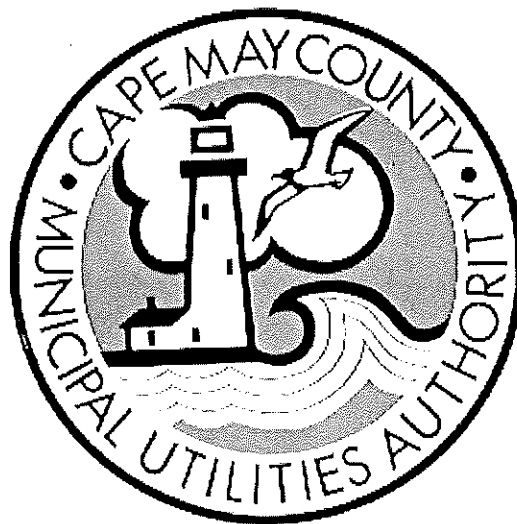
1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate 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			
Ms. Callinan			X			
Mr. Matalucci	X				X	
Ms. Prettyman					X	
Mr. Rotondi		X	X			
Mr. Zampirri					X	
Mr. Betts			X			

I hereby certify the foregoing to be a true and correct copy of Resolution No. 117-25 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 17<sup>th</sup> day of September 2025.

  
Assistant 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, 2026**

**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, 2026; 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, 2026 and shall remain in effect through December 31, 2026.

## **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<sup>21,22,23, 24</sup>**

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 2026, 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, 2025. 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.

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

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

<sup>23</sup> 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.

<sup>24</sup> 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.

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 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 <sup>25</sup>.

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

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<sup>25</sup> 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.

within and/or collected by, or on behalf of, the Municipality and further provided that the 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](http://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, 2026, 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:**

\_\_\_\_\_  
**ASSISTANT 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"><li>° <b><u>Paper Products</u></b> - 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.</li></ul>	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. <sup>1</sup>
<ul style="list-style-type: none"><li>° <b><u>Glass Food &amp; Beverage Containers</u></b> - 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.</li></ul>	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. <sup>1</sup>
<ul style="list-style-type: none"><li>° <b><u>Metal Food &amp; Beverage Cans</u></b> - 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.</li></ul>	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. <sup>1</sup>
<ul style="list-style-type: none"><li>° <b><u>Plastic Bottles, Jars, Jugs, and Containers</u></b> - 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.</li></ul>	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. <sup>1</sup>

<sup>1</sup> 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
<ul style="list-style-type: none"><li>◦ <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.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents. <sup>1</sup> Some municipalities provide curbside collection or a container at their drop off depot.
<ul style="list-style-type: none"><li>◦ <u>"White Goods" not containing "CFC"</u> – Bulky household metals including washers, dryers, ovens, and water heaters.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>"White Goods" containing "CFC"</u> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <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.</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Leaves</u></li></ul>	Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Grass Clippings and Christmas Trees</u></li></ul>	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 <sup>st</sup> . <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Wood Pallets</u></li></ul>	Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Film Plastic</u> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics</li></ul>	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Street Sweepings</u></li></ul>	Delivered to the Sanitary Landfill Complex at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Catch Basin Clean Out (dewatered)</u></li></ul>	Delivered to the Sanitary Landfill Complex at no charge. <sup>1</sup>
<ul style="list-style-type: none"><li>◦ <u>Household Hazardous Waste Collection Days</u></li></ul>	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).

<sup>1</sup> 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**

<b>Source Separated Recyclable Material</b>	<b>Disposition</b>
° <b><u>Litter Abatement Program</u></b>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
° <b><u>Abandoned Buildings</u></b>	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.
° <b><u>Lead Acid Batteries</u></b> - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
° <b><u>Antifreeze</u></b> – 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).

<sup>1</sup> 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 # 2025-336**

**Title: BID REJECTION FOR THE CLEM MULLIGAN SPORTS COMPLEX STORM SEWER PUMP STATION (LT-C-067)**

**WHEREAS**, the Notice to Bidders for the Clem Mulligan Sports Complex Storm Sewer Pump Station (LT-C-067) was advertised on August 27, 2025 and accepted on September 17, 2025 at 10:00 a.m. prevailing time; and

**WHEREAS**, five (5) sealed bids were submitted and reviewed by the Township's Purchasing Agent, Superintendent of Public Works and the Township Engineer; and

**WHEREAS**, the five (5) sealed bids are hereby rejected as per: LPCL 40A:11-13.2 (b) the lowest bid substantially exceeds the contracting unit's appropriation for the goods or services.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that all bids are hereby rejected.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk



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

**RESOLUTION # 2025- 337**

**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 **Exhibit 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](http://www.govdeals.com); and sell the Township surplus property; and

**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](http://www.govdeals.com); and sell the surplus property as indicated on **Exhibit A** including office furniture, printer, partition walls, and filing cabinets on an online auction website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

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

**Exhibit A****Resolution #2025-337**  
**10/6/2025**

Department	Fixed Assest #	Description
Tax	4449	Printer- does not work
Planning	1068	Filing Cabinet- 5 drawer- Disposed of/Removed
Planning	0442	Filing Cabinet- 4 drawer- Disposed of/Removed
Planning	3844	Filing Cabinet- 3 drawer- Disposed of/Removed
Assessor		Partition Walls
Assessor	3503	Filing Cabinet-2 drawer
Assessor	1035	Filing Cabinet- 3 drawer
Assessor	1832	L shaped desk
Assessor	1601	Desk

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

RESOLUTION #2025-338

Title: APPROVING CHANGE ORDER #1 FOR DEBLASIO & ASSOCIATES FOR THE CONSTRUCTION PHASE OF THE RESURFACING OF RIDGEWOOD AVENUE – BAYSHORE ROAD TO DELAWARE (LT-C-047)

WHEREAS, Deblasio & Associates was awarded a professional Service Contract by Resolution #2023-389 on November 20, 2023 for the Engineering Phase of Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue (LT-C-047) for the Survey and base mapping and Design of Specifications and NJDOT Grant Administration for a cost of \$48,000.00; and

WHEREAS, DeBlasio & Associates have provided a proposal for Construction Phase including; Contract Administration, Shop Drawing and Submittal Review, Part Time Construction Observation based on a 60 day Construction Contract for the Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue (LT-C-047) for a cost of \$23,000.00; and

WHEREAS, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: 0.04.55.439-910

Signature:   
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 the Change Order #1 for DeBlasio & Associates is hereby approved to increase the contract total to \$71,000.00.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 30, 2025

VIA EMAIL

Gary Douglass, Superintendent  
Township of Lower Public Works Department  
2600 Bayshore Road  
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ  
FY2024 NJDOT Municipal Aid  
Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue  
*Construction Phase Services*  
D&A File #: LT-C-047

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional construction phase services for the **Resurfacing of Ridgewood Avenue - Bayshore Road to Delaware Avenue - Construction Phase Services**:

Construction Phase Cost: \$23,000.00

- Contract Administration
  - Shop Drawing and Submittal Review
  - Part Time Construction Observation
- Based on a 60 Day Construction Contract

Total Professional Service Fee \$23,000.00

Upon your authorization, we are prepared to begin work immediately on the Township's **Resurfacing of Ridgewood Avenue - Bayshore Road to Delaware Avenue - Construction Phase Services**. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

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

A handwritten signature in black ink, appearing to read "Marc DeBlasio". The signature is fluid and cursive, with the first name "Marc" being more prominent.

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

cc: Mayor Frank Sippel (via email)  
Michael Laffey, Manager (via email)  
Margaret Vitelli, QPA (via email)  
Julie Picard, Clerk (via email)  
Finance (via email)

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

**RESOLUTION #2025-339**

**Title: APPROVING CHANGE ORDER #1 WITH SOUTH STATE INC. TO INCLUDE THE RESURFACING OF BAYBERRY ROAD FROM CARDINAL AVENUE TO MARYLAND AVENUE ON THE CARDINAL AVENUE RESURFACING PROJECT-BEACH AVENUE TO MAIN STREET (LT-C-062)**

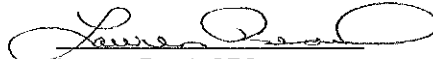
**WHEREAS**, South State Inc. was awarded on July 21, 2025 by Resolution #2025-259 for the Resurfacing of Cardinal Avenue Project-Beach Avenue to Main Street (LT-C-062) in the amount of \$219,826.20; and

**WHEREAS**, DeBlasio & Associates have provided a proposal for additional resurfacing of Bayberry Road from Cardinal Avenue to Maryland Avenue for an additional \$13,050.00; and

**WHEREAS**, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: C.04.55.438.100

Signature:

  
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 \$13,050.00 is hereby approved and increasing the contract total to \$232,876.20 to South State Inc.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 30, 2025

VIA EMAIL & REGULAR MAIL

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

**Re: Township of Lower, Cape May County, NJ  
Resurfacing of Cardinal Avenue  
D&A File #: LT-C-062**

Dear Ms. Picard:

Enclosed please find three (3) copies of **CHANGE ORDER NO. 1** regarding the above referenced project for review and approval. Upon execution, please return two (2) copies to our office.

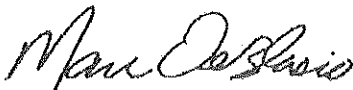
Please note that this change order reflects the following work requested by the Township:

1. Resurfacing of Bayberry Road from Cardinal Avenue to Maryland Avenue.

Please note this change order will result in an increase of \$13,050.00 to the original contract amount of \$219,826.20 for an amended contract amount of \$232,876.20.

Should you have any questions or require any additional information, please do not hesitate to contact Cody Stanford 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

cc: Mayor Frank Sippel, (via email w/encl.)  
Michael Laffey, Manager (via email w/encl.)  
Margaret Vitelli, QPA, Purchasing Agent (via email w/encl.)  
Gary Douglass, Superintendent of Public Works (via email w/encl.)  
South State (via email w/encl.)  
Cody Stanford (via email w/encl.)  
Andrew McTague (via email w/encl.)

# DeBlasio & Associates

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower  
Date: September 26, 2025  
Project Name: Resurfacing of Cardinal Avenue  
D&A Project #: LT-C-062

## Change Order #1

Contractor: South State, Inc.  
P.O. Box 68  
Bridgeton, NJ 08302

### A. Extras

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
7	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	7	\$40.00	\$280.00
9	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	95	\$100.00	\$9,500.00
10	HMA MILLING, 3" OR LESS	S.Y.	740	\$3.00	\$2,220.00
11	TURF REPAIR STRIP	L.F.	375	\$2.00	\$750.00
13	TRAFFIC MARKING LINES, 24"	L.F.	12	\$25.00	\$300.00
Subtotal:					\$13,050.00

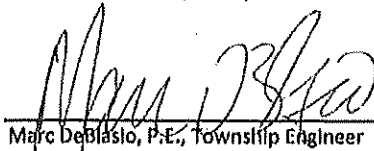
Net Contract Change **\$13,050.00**

Original Contract Amount: \$219,826.20

Total Contract Percentage Change (%): 5.94

Amended Contract Amount: **\$232,876.20**

Approved and Accepted by:

  
Marc DeBlasio, P.E., Township Engineer

9/30/25  
Date

  
South State, Inc.

9/30/25  
Date

Township of Lower

Date




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

RESOLUTION # 2025-340

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to ADAM HEGARTY in the amount of 7199.38 is authorized and chargeable to the 2025 Budget account 5-01-25-240-124.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
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 October 6, 2025.

Julie A Picard, Township Clerk

# LOWER TOWNSHIP POLICE DEPARTMENT

## SPECIAL REPORT

TO: Chief Kevin Lewis

FROM: Patrolman Adam Hegarty

DATE: September 24<sup>th</sup>, 2025

SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 170 hours of Comp Time. Thank you for your time and consideration.

Respectfully Submitted,

*Adam Hegarty #204*  
 Adam Hegarty  
 Patrolman Badge 204

C	File	Date	Officer	Comments
		9/24/25	<i>Sgt. McElroy</i>	to the LT
		9/25/25	LT Meeting	To Capt. Morgan Will have time card of current pay period
		9-25-25	Capt. Morgan	D.C. Vengman
		9-25-25	D.C. Vengman #174	To Chief Lewis
		10-5-25	181 <i>(KED)</i>	SENT TO TOWN HALL

C

170 • X

42 • 3493 =

71199 • 381 X

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

ORDINANCE #2025-20

Title: **AN ORDINANCE AMENDING CHAPTER 7, TRAFFIC, OF THE CODE OF THE TOWNSHIP OF LOWER TO ENACT ARTICLE IV, ELECTRIC BICYCLE/SCOOTERS, TO ESTABLISH REGULATIONS ASSOCIATED WITH THE OPERATION OF ELECTRIC BICYCLES AND SCOOTERS**

**WHEREAS**, in accordance with N.J.S.A. 39:4-197, municipalities are afforded the authority to regulate traffic and parking on municipal public rights-of-way throughout their jurisdiction; and

**WHEREAS**, Chapter 7, Traffic, Article II, Bicycle Regulations, of the Code of the Township of Lower establishes regulations associated with operation/use of bicycles on public rights-of-way within the Township; however, this Article does not specifically address the use and operation of electric bicycles and electric scooters; and

**WHEREAS**, over the course of the past several years the use and operation of electric bicycles and electric scooters have become more prevalent on public streets, sidewalks, bike paths, boardwalks, and other shared public spaces, often in close proximity to pedestrians, children, seniors, and motor vehicles; and

**WHEREAS**, the use and operation of electric bicycles and electric scooters in high-traffic pedestrian areas and on sidewalks throughout the Township significantly increases the risk of serious injury to the operators, as well as to pedestrians and motorists navigating these congested areas; and

**WHEREAS**, the Township Council of the Township of Lower finds it to be necessary and appropriate in the interest of public safety to prohibit the use of electric bicycles and electric scooters on the sidewalks throughout the Township of Lower.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Chapter 7, Traffic, Article IV, Electric Bicycles and Scooters, is hereby added to Chapter 7 of the Township Code as follows:

**Section 1.** Chapter 7, Traffic, Article IV, Electric Bicycles and Scooters, is hereby enacted as follows:

**ARTICLE IV      Electric Bicycles and Scooters**

**§ 7-26    Purpose.**

The provisions of this Article shall apply whenever an electric bicycle or electric scooter is operated upon any street or upon any public way within the Township of Lower. In the event any of the provisions of this Article conflicts with applicable State Laws, the State Laws shall control.

**§ 7-27    Definitions.**

All words and phrases set forth herein shall be afforded their ordinary meanings as defined and outlined within N.J.S.A. 39:1-1. However, the following specific definitions are incorporated herein for ease of reference:

**Low-Speed Electric Bicycle**

A two or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, that meets the requirements of one of the following classifications: "class 1 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or "class 2 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle,

and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

#### **Low-Speed Electric Scooter**

A scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour.

#### **Low-Speed Vehicle**

A four-wheeled low-speed vehicle, as defined in 49 C.F.R. s.571.3(b), whose attainable speed is more than 20 miles per hour but not more than 25 miles per hour on a paved level surface and which is not powered by gasoline or diesel fuel and complies with federal safety standards as set forth in 49 C.F.R. s.571.500.

#### **Motorized Bicycle**

A pedal bicycle having a helper motor characterized in that either the maximum piston displacement is less than 50 cc. or said motor is rated at no more than 1.5 brake horsepower or is powered by an electric drive motor and said bicycle is capable of a maximum speed of no more than 25 miles per hour on a flat surface or a pedal bicycle having an electric motor that is capable of propelling the bicycle in excess of 20 miles per hour with a maximum motor-powered speed of no more than 28 miles per hour on a flat surface. This term shall not include a low-speed electric bicycle or low-speed electric scooter as defined in this section.

#### **Motorized Scooter**

A miniature motor vehicle and includes, but is not limited to, pocket bikes, super pocket bikes, scooters, mini-scooters, sport scooters, mini choppers, mini motorcycles, motorized skateboards and other vehicles with motors not manufactured in compliance with Federal Motor Vehicle Safety Standards and which have no permanent Federal Safety Certification stickers affixed to the vehicle by the original manufacturer. This term shall not include: electric personal assistive mobility devices, motorized bicycles, low-speed vehicles, low-speed electric bicycles, or low-speed electric scooters; or motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities, or persons whose ambulatory mobility has been impaired by age or illness.

### **§ 7-28 Traffic Laws/Regulations.**

Any person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall obey all state traffic statutes, laws, and regulations, and the instructions of official traffic control signals, signs, and other control devices applicable to vehicles.

### **§ 7-29 Electric Bicycle/Scooter Regulations**

1. Any person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall obey the instructions of official traffic control signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
2. Whenever authorized signs are erected indicating that a turning movement is restricted, no person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall disobey the direction of any such sign, except where that person dismounts from the electric scooter or electric bicycle to make the turn in which event such person shall then obey regulations applicable to pedestrians.

3. No person shall ride or operate a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter in any direction except in the same direction as vehicular traffic traveling on the same side of the roadway.
4. Any person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall stop for pedestrians in crosswalks.
5. The operator of a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall ride as close to the right-hand side of a public street or roadway as practicable.
6. All operators of a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter under the age of 17 are required to wear a protective helmet while operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter.
7. No person shall use or operate a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter on a sidewalk, defined in N.J.S.A. 39:1-1 as "that portion of a highway intended for the use of pedestrians, between the curb line or the lateral line of a shoulder, or if none, the lateral line of the roadway and the adjacent right-of-way line," within the Township of Lower.
8. Low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a lamp emitting a red light visible from a distance of 500 feet to the rear.
9. No person shall ride or operate a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of themselves or other persons or property.
10. It shall be prohibited for a person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter to allow another person to ride as a passenger, unless the person is carried in a proper seat, trailer or other accessory that complies with current regulations and contains adequate provision for retaining the passenger in place and for protecting the passenger.

#### **§ 7-30 Violations and Penalties.**

Any individual who violates the terms and provisions of this Article shall be subject to a fine of \$100.00 for a first offense and a fine of \$200.00 for a second and/or subsequent violation.

**Section 2.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

**Section 3.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

**Section 4.** This Ordinance shall become effective 20 days after final passage and publication according to law.

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
Joseph Wareham, Councilmember

\_\_\_\_\_  
Roland Roy, Jr., Councilmember

\_\_\_\_\_  
Kevin Coombs, Deputy Mayor

First Reading: September 3, 2025

Adopted:

\_\_\_\_\_  
Frank Sippel, Mayor

Attest: \_\_\_\_\_  
Julie A. Picard, Township Clerk

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

**ORDINANCE #2025-21**

**Title: AN ORDINANCE AMENDING CHAPTER 583, STREETS AND SIDEWALKS, ARTICLE I, EXCAVATION OF STREETS, SUBSECTION 4(B)(8), STREET RESTORATION, OF THE CODE OF THE TOWNSHIP OF LOWER**

**WHEREAS**, as outlined within Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, the Township has established regulations governing the excavation and repaving of streets and roadways under its jurisdiction; and

**WHEREAS**, § 583-4 of the Township Code of the Township of Lower, establishes procedures and standards governing the excavation, refilling, and restoration of roads, streets, and alleys within the Township of Lower; and

**WHEREAS**, in accordance with § 583-4B(8) of the Township Code of the Township of Lower, the Township of Lower has codified specific standards governing the restoration of roads, streets, and alleys that were the subject of excavations; and

**WHEREAS**, in an effort to address issues that have arisen in connection with multiple street excavations occurring within close proximity to one another, and to ensure that the restoration of roads, streets, and alleys are accomplished in a manner to promote public safety, the Township Council of the Township of Lower finds that it is necessary and appropriate to enact street restoration standards associated with excavations that are either less than or greater than 100 square feet;

**NOW THEREFORE, BE IT ORDAINED AND ENACTED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, Subsection 4(B)(8), Street Restoration, be and hereby is amended as follows:

**Section 1.** Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, Subsection 4(B)(8), Street Restoration, is hereby amended and restated as follows:

**583-4(B)(8) Street restoration.**

- a) The trench restoration in the street will consist of a six-inch gravel base course; four-inch bituminous stabilized base course, Mix I-2, and FABC 1 Type surface course, Mix I-5, two inches thick. Gravel base course and bituminous stabilized base course shall be applied immediately upon completion of the purpose for the opening.
- b) The six-inch gravel base course shall be Soil Aggregate Type I-5 as noted in Section 900, Article 901.9, of the Standard Specifications of the New Jersey Department of Transportation, as amended.
- c) The materials for bituminous stabilized base course shall conform to Section 900, Article 903. Bituminous surface course shall conform to Section 900, Article 903, of the Standard Specifications of the New Jersey Department of Transportation, as amended.
- d) The final surface course shall not be placed for at least 30 days after initial compaction and placement of the stabilized base course. The final surface course shall be completed no more than 60 days after initial compaction and placement of the stabilized base course.
- e) The method of construction of the six-inch gravel base course, the four-inch bituminous stabilized base course, Mix I-2 and the two-inch FABC-1 surface

course, Mix 1-5, shall conform to the requirements of Section 300 and Section 400 of the Standard Specifications, as amended. The bituminous stabilized base course shall be constructed in two lifts as required by said specifications.

- f) All work shall be inspected by the Director of Public Works. The contractor shall notify the Township Director of Public Works 24 hours in advance of performing any work under street restoration.
- g) Any capital improvement/repaving/reconstruction on any street or roadway within the Township of Lower shall be the subject of a five-year road/street opening moratorium after the completion of said construction, reconstruction, resurfacing, repaving or overlay has lapsed, except in the event of an emergency or hardship as described below. It is understood the five-year period as described herein shall commence on December 31 of the year in which said road was constructed, reconstructed, resurfaced, repaved or overlaid and run for a period of five years thereafter.
- h) Emergency opening.

[1] In emergency situations during normal business hours, the applicant shall notify the Director of Public Works and the Police Department of the emergency prior to the opening of the street. Application must be made as soon as possible thereafter with the payment of the required fees. During nonbusiness hours, weekends and holidays, the applicant shall notify the Police Department of the emergency prior to excavating the street. On the next business day, the applicant shall make application for the emergency street opening, explaining the reason for the emergency and pay the appropriate fees.

[2] In the event that an entity shall be required to open a street as a result of an emergency, said emergency opening shall be reviewed by the Director of Public Works and if the Director shall determine that no such emergency existed, then the entity so opening the street shall have a fine imposed upon such entity in the amount of \$2,500 for the first nonemergency opening, a fine of \$5,000 for a second nonemergency opening, and a fine of \$10,000 for a third nonemergency opening.

[3] In the event that an emergency street or road opening of a street or roadway subject to a five-year moratorium is required/approved, a minimum restoration of the full width of the street or road, extending 50 linear feet in each direction from any road or street opening, from curblineline to curblineline, will be required on all streets constructed, reconstructed, resurfaced, repaved or overlaid by the Township within the previous five years of an opening necessitated by emergency or moratorium waiver opening. The restoration shall consist of six-inch-thick dense graded aggregate base course and a six-inch-thick bituminous stabilized base course, Mix 1-2, or equivalent as determined by the Director of Public Works or the Township Engineer, brought flush with existing grade, within the excavated area. A full width, curb-to-curb, milling two inches in depth to extend 50 feet beyond the limit of excavations shall be performed after proper settlement in the trench area. The allowable time for trench settlement shall be 45 days unless directed otherwise by the Director of Public Works or the Township Engineer. The final surface course shall be a two-inch-thick bituminous concrete surface course, Mix 1-5, or



equivalent as determined by the Director of Public Works or the Township Engineer.

- [4] Trench restoration may be permitted under extraordinary circumstances and at the sole discretion of the Township of Lower and the Director of Public Works for openings having minimum impact on the integrity, longevity and serviceability of the street in question.
- i) In the event a property owner experiences a hardship condition which the owner believes justifies the issuance of a street opening permit contrary to the sections contained in this article, the Township of Lower may grant relief, in its sole discretion, if and only if the following conditions are satisfied:
- [1] The property owner shall submit a letter to the Township Clerk detailing the hardship they are experiencing and outlining the necessity to open the street in lieu of waiting until the expiration of any moratorium currently in effect.
  - [2] Upon receipt of the letter, the Township Clerk will forward a copy to the Township Manager for review.
  - [3] The letter must include all pertinent information necessary to review the request, such as property street address, block and lot, reason for the request, and type and size of street opening proposed.
  - [4] The Township Manager, in consultation with the members of the Township Council, shall consider the request and any objections received, and determine whether a hardship in fact exists that justifies the issuance of a moratorium waiver to authorize the excavation of a street or roadway that is the subject of a five (5) year moratorium. Approval or denial of the request shall be issued in writing by the Township Manager. The Township is under no obligation to grant a hardship waiver, and each request will be reviewed on a case-by-case basis.
  - [5] In the event the Township Manager approves a moratorium waiver request authorizing excavation of a street or roadway under a five (5) year moratorium necessitated by utility main improvements, final restoration will require a minimum restoration of the full width of the street or road, extending 50 linear feet in each direction from any road or street opening, from curbline to curbline. The applicant will be required to mill the existing roadway to a depth of two inches extending from intersection to intersection for the full width of the roadway (curbline to curbline) and install a two-inch-thick lift of bituminous concrete surface course, Mix 1-5, for the entire length. All edges shall be coated with an asphalt tack coat prior to a two-inch lift of bituminous concrete surface course being placed on the roadway.
  - [6] Authorized street excavations for utility main improvements on any roadway deemed to be in good condition, as determined by the Director of Public Works, may require resurfacing the entire roadway as described in this section and as directed by the Director.

j) Final Restoration.

[1] Less than 100 square feet.

- i. For openings less than 100 square feet, the final restoration will involve the removal of the top two inches of bituminous stabilized base course. All edges shall be saw cut six inches beyond the actual trench width disturbed to produce a clean edge, and said edges shall be prepared with an asphaltic tack coat. A two-inch lift of hot mix asphalt surface course, Mix I-5, shall then be placed to a level even with the existing road grade.
- ii. No surface water shall be entrapped or ponded on the resurfaced areas. If any ponding occurs, the permittee will be responsible for performing whatever remedial action is required by the Director of Public Works.

[2] Greater than 100 square feet.

- i. For openings greater than 100 square feet, the trenches shall be milled to a depth of two inches to a distance of at least 12 inches beyond the actual trench width to produce a clean edge. All edges shall be coated with an asphaltic tack coat prior to a two-inch lift of hot mix asphalt surface course, Mix I-5, being placed to a level even with the existing road grade.
  - ii. No surface water shall be entrapped or ponded on the resurfaced areas. If any ponding occurs, the permittee will be responsible for performing whatever remedial action is required by the Director of Public Works.
- k) If more than two individual excavations would be required within a 100-foot length, a single trench must be used rather than the individual excavations. Final restoration will require a minimum of 1/2 width of the cartway. The trench shall be milled to a depth of two inches to a distance of at least 12 inches beyond the actual trench limit from the centerline of the cartway to the curbline. All edges shall be coated with an asphaltic tack coat prior to a two-inch lift of hot mix asphalt surface course, Mix I-5, being placed to a level even with the existing road grade.

**Section 2.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

**Section 3.** Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

**Section 4.** This Ordinance shall become effective 20 days after final passage and publication according to law.

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
Joseph Wareham, Councilmember

First Reading: Sept 3, 2025

\_\_\_\_\_  
Roland Roy, Jr., Councilmember

Adopted:

\_\_\_\_\_  
Kevin Coombs, Deputy Mayor

\_\_\_\_\_  
Frank Sippel, Mayor

Attest: \_\_\_\_\_  
Julie A Picard, Township Clerk

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

RESOLUTION #2025-341

Title: A RESOLUTION APPOINTING JAMES CRAFT AS ACTING/INTERIM CHIEF FINANCIAL OFFICER FOR THE TOWNSHIP OF LOWER

**WHEREAS**, N.J.S.A. 40A:9-140.10 requires each municipality in the State of New Jersey to appoint a Chief Financial Officer; and

**WHEREAS**, the position of Chief Financial Officer of the Township of Lower will become vacant as of Friday, October 10, 2025, due to the resignation of the Township's current Chief Financial Officer, and it is therefore necessary for the Township of Lower to appoint a new Chief Financial Officer to ensure the continuation of financial administration; and

**WHEREAS**, pursuant to N.J.S.A. 40A:9-140.13(f), in the absence of a permanent appointment, the governing body may appoint a temporary Chief Financial Officer for a term not to exceed one (1) year; and

**WHEREAS**, James Craft, who holds a current and valid Certified Municipal Finance Officer license issued by the State of New Jersey, has been recommended for appointment to serve as Temporary Chief Financial Officer of the Township of Lower; and

**WHEREAS**, the Township Council of the Township of Lower finds it to be in the best interests of the Township and its residents to appoint James Craft as Acting/Interim Chief Financial Officer for a term not to exceed one (1) year, pending the appointment of a permanent Chief Financial Officer.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that James Craft is hereby appointed as Acting/Interim Chief Financial Officer for the Township of Lower at the current salary of \$ 107,219.84 to perform all duties and responsibilities of the Chief Financial Officer as set forth in applicable statutes, regulations, and Township ordinances.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
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 October 6, 2025.

Julie A Picard, Township Clerk

## TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

On September 29, 2025 we had our 2025 Tax Sale auctioning 78 properties with 2024 delinquent taxes and delinquent MUA charges.

Out of the 78 properties, 70 properties went to outside lien holders and 8 properties (all boat slips) were struck off to the municipality for 18% interest.

The Tax Sale Listing was advertised for two weeks in the Cape May Star and Wave on September 3, 2025 and September 10, 2025. The weeks of September 15th, and September 22nd, property owners were mailed notices in lieu of advertising. Copies of the Tax Sale Advertisement were mailed to the homeowners on September 8, 2025.

The Tax Sale Advertisement was posted in 5 public locations; Lower Township Town Hall, Lower Township Courts, Lower Township MUA, North Cape May & the Villas Post Office.

The LT MUA participated in the sale this year they sent us 113 properties totaling \$89,495.51. We collected \$43,990.41 prior to the sale and collected \$45,505.10 at the sale. We are issuing a check to the LT MUA for \$89,495.51.

We sold 36 properties that had delinquent 2024 taxes totaling \$79,883.33.

We collected Cost of the Sale \$5,478.17 at the sale and \$2,371.97 prior to the sale.

We collected \$276,400.00 in Premiums.

**2025 CASH RECEIPTS  
SEPTEMBER**

Township of Lower  
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
<b>Recelpts</b>		
Preliminary Tax Year (2026)	134,789.84	1,144,516.48
Current year taxes (2025)	932,061.64	57,047,992.98
Prior year taxes (2024)	134,835.30	684,441.69
Previously exempt property		-
State Audit Pay Back		-
Municipal Lien		1,458.88
Recording		25.00
Bankruptcy		-
6% Penalty		1,307.12
Municipal Service Fees	32,340.00	88,620.00
Tax Search Fees		-
Interest	37,568.77	122,458.86
Lot clearing		3,300.00
Returned Check Fees*	140.00	960.00
Duplicate Bills	40.00	755.00
Trash	2,934.00	40,023.25
Tax Sale Costs	9,981.71	10,777.35
MUA	83,397.37	89,495.51
<b>TOTAL DEPOSITS</b>	<b>1,368,088.63</b>	<b>59,236,132.12</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>953,231.73</b>	<b>50,219,048.28</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>414,856.90</b>	<b>9,017,083.84</b>
<b>TOTAL DEPOSITS</b>	<b>1,368,088.63</b>	<b>59,236,132.12</b>
NSF Reversals *	17,628.18	129,130.76
WIPP NSF Reversals	188.23	146,355.56
NSF Fee Reversal (20.00)*	40.00	
<b>TOTAL NSF</b>	<b>17,856.41</b>	<b>275,486.32</b>
<b>TOTAL</b>	<b>1,350,232.22</b>	<b>58,960,645.80</b>

Prepared by Kathy Brown

**CASH RECONCILIATION AUGUST 31, 2025**

	Cash		Less Checks Outstanding	Cash Book Balance
	*On Hand	On Deposit		
Current	1,876,936.81	14,866,596.64	1,727,132.98	15,016,400.47
Trust - Assessment				
Trust - Dog License	30.00	12,127.87	0.00	12,157.87
Trust - Other	0.00	4,635,973.69	60,177.68	4,575,796.01
Capital - General	0.00	2,285,785.34	1,275,612.94	1,010,172.40
Water - Operating				0.00
Water - Capital				0.00
Assessment Utility Trust				0.00
Public Assistance**				0.00
Garbage District				0.00
Grant Fund				0.00
Total	1,876,966.81	21,800,483.54	3,062,923.60	20,614,526.75

\*Include Deposits In Transit (and change funds)

**\*\*Be sure to include a Public Assistance Account reconciliation and trial balance if the municipality maintains such a bank account.**

### REQUIRED CERTIFICATION

I hereby certify that all amounts shown in the "Cash on Deposits" column on Sheet 9 and 9(a) have been verified with the applicable bank statements, certificates, agreements or passbooks at 31-Aug-25

I also certify that all amounts, if any, shown for Investments in Savings and Loan Association on any trial balance have been verified with the applicable passbook at 31-Aug-25

All "Certificates of Deposits," "Repurchase Agreements," and other investments must be reported as cash and included in this certification.

(THIS MUST BE SIGNED BY THE REGISTERED MUNICIPAL ACCOUNTANT (STATUTORY AUDITOR) OR CHIEF FINANCIAL OFFICER) depending on who prepared this Annual Financial Statement as certified to on Sheet 1 or 1(a).

Signature:

Lauren Read

Title: CFO, Township of Lower

Township of Lower  
Treasurer's Report  
2025

BEG. BAL. JAN. 1, 2025									
RECEIPTS:									
	Total	Jan	Feb	Mar	Apr	May	June	July	Aug
Per Revenue Status	72,749,773.71	5,306,800.69	13,215,888.81	2,520,373.67	11,076,301.23	13,984,208.41	1,541,298.39	5,907,400.48	19,197,502.03
less: post cash surplus	(4,500,000.00)								
less: post State Aid received P/Y	(20,236.00)				(4,500,000.00)			(20,236.00)	
less: post prepaid comm. trash	0.00								
Transfers:	58,229,537.71	5,306,800.69	13,215,888.81	2,520,373.67	6,576,301.23	13,984,208.41	1,541,298.39	5,887,164.48	19,197,502.03
F/S Grant fund-clear interfund w.trust	0.00								
Capital - Clear interfund	932,117.16	575,775.42	69,858.28	123,649.92	162,833.54				
Grants Received:									
ALED \$ REC	2,063.32						2,063.32		
BODY ARMOR \$ RECD	1,279.00								1,279.00
CC \$ RECD	103,145.30					103,145.30			
CMC Arts \$ Recd	7,106.25								
CMC Infrastructure \$ Recd	400,000.00								
Click R or Ticket	5,565.00							5,565.00	
DISTRACTED DRIVING \$ RECD	3,360.00					3,360.00			
DSGPO \$ RECD	6,580.00								
EMMA \$ RECD	10,000.00								10,000.00
JIF \$ Recd	6,225.00	2,750.00			3,475.00				
NIDOT - BEACH/DELAWARE AVE	118,642.50							118,642.50	
OPEN SPACE \$ RECD	846,289.16					846,289.16			
Opoid Settlement	30,710.69					2,323.75	8,582.11		19,804.83
Recycling Tonnage \$ Recd	36,957.49				36,957.49				
1.577.523.71									
TOTAL RECEIPTS:	70,739,578.58	5,891,906.11	13,692,853.34	2,644,023.59	6,779,567.26	14,939,326.62	1,561,943.82	6,017,371.98	19,228,585.86
DISBURSEMENTS:									
2024 Reserves	591,578.26	320,928.91	147,102.49	18,599.19	33,470.08	1,472.70	13,841.39	56,010.14	163.36
2025 Current	67,310,823.92	5,794,981.55	9,935,857.16	6,109,329.55	10,838,682.13	9,549,510.47	3,218,805.53	11,390,920.96	10,472,736.57
2025 Capital	2,175,760.03	575,775.42	69,858.28	123,649.92	162,833.54	83,577.49	121,896.57	1,031,279.89	6,888.92
less: Special Emergency	(24,000.00)				(24,000.00)				
less: Der chgs TAX MAP	(35,000.00)				(35,000.00)				
less: Due capital CIF	0.00								
Appropriation Refunds:	(943,288.99)	(79,825.44)	(73,178.02)	(146,757.50)	(118,229.76)	(108,616.61)	(115,979.74)	(192,712.55)	(107,989.37)
TOTAL DISBURSEMENTS	69,075,873.22	6,611,860.44	10,079,639.91	6,104,811.16	10,857,755.99	9,525,944.05	3,238,563.75	12,285,498.44	10,371,799.48
END. BAL. DEC. 31, 2025	15,014,107.06	12,630,447.37	16,243,660.80	12,782,873.23	8,704,684.50	14,118,067.07	12,431,447.14	6,157,320.68	15,014,107.06
Total Appropriation Refunds	(943,288.99)	(79,825.44)	(73,178.02)	(146,757.50)	(118,229.76)	(108,616.61)	(115,979.74)	(192,712.55)	(107,989.37)
Bank Balance				0.00					
Checking	10,980,572.56	14,965,701.75	10,566,605.66	8,027,249.70	12,673,789.02	12,356,810.17	4,533,057.55	13,181,890.73	
Electronic Payments	14,412.23	9,913.86	8,613.31	20,617.56	25,694.74	36,411.79	16,178.40	8,674.67	
Online Payment Act	882,218.25	1,220,657.17	374,083.50	626,097.91	1,381,598.68	234,197.30	924,556.14	1,595,979.89	
Total Bank Balance	11,877,203.04	16,196,272.78	10,949,302.47	8,673,965.17	14,081,082.44	12,627,419.26	5,473,792.09	14,786,545.93	
ADD: Deposits in Transit	911,720.03	225,207.00	2,498,899.06	340,743.64	90,282.94	80,495.43	740,057.40	271,982.15	
LESS: Outstanding Checks	(158,475.70)	(177,818.98)	(666,328.30)	(310,024.31)	(53,248.31)	(276,467.53)	(56,528.81)	(44,120.48)	
Adjusted Bank Balance	12,630,447.37	16,243,660.80	12,782,873.23	8,704,684.50	14,118,067.07	12,431,447.14	6,157,320.68	15,014,107.06	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Monthly Interest Received-Current Fund	372,016.69	47,530.05	57,961.69	52,979.58	36,494.15	51,931.97	49,709.53	34,610.00	40,799.72
Interest Rate	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%
Sheet 9 AFS	19,812,716.63	23,324,124.42	19,890,702.26	20,863,999.78	24,496,371.47	19,381,646.92	11,811,526.06	20,614,526.75	



2025

271,682.15	TOTAL DIT'S
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-342

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

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

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

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

\_\_\_\_(1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

\_\_\_\_(2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

\_\_\_\_(3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

\_\_\_\_(4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

\_\_\_\_(5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

\_\_\_\_(6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations 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 of a license or permit belonging to the responding party bears responsibility.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, assembled in public session on October 6, 2025 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_, 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							
WAREHAM							
ROY							
COOMBS							
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 October 6, 2025

Julie A Picard, Township Clerk