

Signed Resolutions

- Res. #2024-395 Authorization for the Payment of Vouchers \$ 403,207.14
- Res. #2024-396 Resolution Designating Lieutenant Charles Ryan as Deputy Custodian of Public Records for the Police Department
- Res. #2024-397 A Resolution Authorizing and Approving the Settlement of Certain Tax Appeals Pending in the New Jersey Superior Court
- Res. #2024-398 A Resolution Authorizing the Execution of a License and Indemnification Agreement with the County of Cape May to Facilitate the Installation of an Automated License Plate Recognition Device within the Railroad Avenue (CR628) Public Right-Of-Way
- Res. #2024-399 Authorization for the Payout of Accumulated Compensatory Time (T.Shough \$3,471.34)
- Res. #2024-400 Approval of Change Order #1 to Insight Public Sector for the New Jersey State Mandated Additional Data Retention for Automatic License Plate Reader (ALPR) Flock Cameras Expiring 12/13/2028
- Res. #2024-401 Award National Cooperative Purchasing Agreement with Sourcewell to Hunter Jersey Peterbilt to Purchase One (1) 2025 or Newer Peterbilt 548 Tandem Axle Cab & Chassis with a 60,000 LB GVW
- Res. #2024-402 Approving a Professional Service Contract with DeBlasio & Associates for the Engineering and Survey Services for Resurfacing of Beach Avenue & Delaware Avenue – Spruce Avenue to Frances Avenue (LT-C-061)
- Res. #2024-403 Amend Resolution #2024-05; Appointment of Municipal Engineer for the year 2024 as a Professional Service Contract without Public Bidding
- Res. #2024-404 A Resolution Ratifying and Affirming a Memorandum of Understanding Between the Lower Township Police Department, the United States Attorney's Office for the District of Columbia and the Metropolitan Police Department of Washington D.C to provide additional Law Enforcement Personnel and Resources during the 2025 Presidential Inauguration in Washington D.C.
- Res. #2024-405 Transfer of 2024 Appropriations
- Res. #2024-406 A Resolution Authorizing the Execution of a Mutual Release concerning the Restoration of Dunes located between Rosehill Parkway and Beach Drive damaged by Woozy Pictures, LLC while filming a movie in the Township of Lower
- Res. #2024-407 A Resolution Authorizing the Appointment of an Emergency Management Coordinator and Deputy Emergency Management Coordinators
- Res. #2024-408 Approving a Professional Service Contract with Martin Appraisal Associates, Inc. for two (2) Commercial Appraisals
- Res. #2024-409 A Resolution Authorizing the Execution of a contract with American Bounce for the Provisions of Recreation Amenities at Lower Township New Years Eve Party on December 31, 2024
- Res. #2024-410 A Resolution Authorizing the Execution of a Memorandum of Understanding between the Township of Lower and the Lower Cape May Regional School District for the Joint Acquisition of a Wrestling Mat
- Res. # 2024-411 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

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

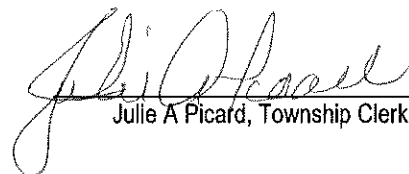
RESOLUTION #2024-395

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Coastal Maintenance & Renovations LLC	WALLPAPER INSTALL MAYOR	\$1250.00
	TOTAL Manual Checks	\$1250.00
	TOTAL Computer Generated	\$401,957.14
	TOTAL BILL	\$403,207.14

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

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 Dec ,16, 2024.


 Julie A Picard, Township Clerk

Ranges		Item Status	Purchase Types	Misc
<i>Range: First to Last</i>		<i>Open: N</i>	<i>Bid: Y</i>	<i>P.O. Type: All</i>
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>	<i>State: Y</i>	<i>Include Project Line Yes</i>
		<i>Paid: N</i>	<i>Other: Y</i>	<i>Items:</i>
		<i>Held: Y</i>	<i>Exempt: Y</i>	<i>Format: Condensed</i>
		<i>Aprv: N</i>		<i>Y</i>
		<i>Rcvd: Y</i>		<i>Include Non-Budgeted:</i>
				<i>Vendors: All</i>

Vendor #	Name	P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
\$00007	ACME MARKETS, INC.*								
24-03309	JIF SAFETY INCENTIVE LUNCHEON		12/04/24		Open	\$1,298.67	\$0.00		
\$00055	LARRY AKINS								
24-03278	CONTRACTUAL REIMBURSEMENT M		12/02/24		Open	\$140.00	\$0.00		
\$00110	ANCO HOME CENTER								
24-01266	DPS -SUPPLIES - NOVEMBER		05/14/24		Open	\$30.57	\$0.00		
24-02880	RDS/SIGNS/BLDG/		11/01/24		Open	\$535.94	\$0.00		
24-03159	MONTHLY-NOVEMBER '24		11/20/24		Open	\$431.90	\$0.00		
24-03160	SALT FOR WATER SOFTENER		11/20/24		Open	\$128.85	\$0.00		
24-03389	MATERIALS/DPW		12/10/24		Open	\$94.51	\$0.00		
24-03399	JIF SAFETY LUNCHEON PRIZES		12/10/24		Open	\$140.00	\$0.00		
	Vendor Total:					\$1,361.77			
\$00153	ATLANTIC CITY ELECTRIC*								
24-03381	NOV 2024 STREET LIGHTS		12/10/24		Open	\$43,951.55	\$0.00		
\$00199	AUTO ZONE INC								
24-03317	CABIN AIR FILTER/DPW		12/04/24		Open	\$22.99	\$0.00		
24-03386	CERAMIC SOCK/DPW		12/10/24		Open	\$3.23	\$0.00		
	Vendor Total:					\$26.22			
\$00301	BELMONT AND CRYSTAL SPRINGS*								
24-03352	TOWNHALL WATER 11/06/24		12/06/24		Open	\$5.00	\$0.00		
24-03380	FS Water delivery 12/1/2024		12/10/24		Open	\$43.46	\$0.00		
	Vendor Total:					\$48.46			
\$00432	MICHAEL BROGAN								
24-03404	CONTRACTUAL REIMBURSEMENT M		12/11/24		Open	\$244.17	\$0.00		
\$00611	COUNTY OF CAPE MAY (FUEL)								
24-03294	OCT FUEL/DPW		12/04/24		Open	\$22,857.25	\$0.00		
\$00729	CAPE MAY COUNTY TRAINING CTR.								
24-02533	R.Occhpinti training		09/24/24		Open	\$150.00	\$0.00		
\$00739	CAPE MAY VETERINARY HOSPITAL								
24-03310	Vet Services		12/04/24		Open	\$13.36	\$0.00		
\$00784	CAPE MAY STAR & WAVE								
24-03269	Legals - 11/7/24		11/27/24		Open	\$50.00	\$0.00		
24-03329	Legal Ads 11/27/24		12/04/24		Open	\$79.50	\$0.00		
24-03375	Legals 12/4		12/10/24		Open	\$28.50	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
00784		CAPE MAY STAR & WAVE					
							<i>Account Continued</i>
24-03395	12/10/24	FS 2025 MEETING DATES	Open	\$11.50	\$0.00		
24-03396	12/10/24	DECEMBER SPECIAL MEETING	Open	\$12.00	\$0.00		
		Vendor Total:		\$181.50			
\$00825		COMCAST*					
24-03382	12/10/24	INTERNET (2954) 12/1-12/31/24	Open	\$215.21	\$0.00		
\$00928		CAPE MAY COUNTY CLERK					
24-03366	12/06/24	Record Deed - 9600 Seaview	Open	\$13.00	\$0.00		
\$01170		VERIZON WIRELESS* F/S					
24-02936	11/08/24	FS cell phone 9/27 to 10/26	Open	\$168.46	\$0.00		
24-03397	12/10/24	FS VERIZON 10/27 TO 11/26	Open	\$168.46	\$0.00		
		Vendor Total:		\$336.92			
\$01171		VERIZON WIRELESS - TOWNHALL					
24-03354	12/06/24	CELL PHONE 10/24-11/23/24	Open	\$476.28	\$0.00		
24-03411	12/11/24	IPHONE 10/29-11/28/24	Open	\$1,695.38	\$0.00		
		Vendor Total:		\$2,171.66			
\$01200		DELTA DENTAL PLAN OF NJ					
24-03349	12/06/24	NOV 2024 DENTAL CLAIMS	Open	\$10,568.39	\$0.00		
\$01201		DELL MARKETING LP					
24-03327	12/04/24	Laptop - Mayor	Open	\$1,315.34	\$0.00		
\$01220		DRAEGER, INC ~					
24-03225	11/22/24	ALCOTEST SOLUTION	Open	\$78.00	\$0.00		
\$01269		DISCOUNT HYDRAULICS*					
24-03319	12/04/24	SUPPLIES/DPW	Open	\$2,990.83	\$0.00		
\$01483		FRA TECHNOLOGIES*					
24-03273	11/27/24	main agree 11/24-12/2025	Open	\$1,350.00	\$0.00		
\$01603		GENERAL CODE PUBLISHERS*					
24-03328	12/04/24	ecode 360 annual maint	Open	\$1,195.00	\$0.00		
\$01690		GRANTURK EQUIPMENT CO*					
24-03316	12/04/24	PATCH/DPW	Open	\$217.80	\$0.00		
\$01741		GENTILINI CHEVROLET, LLC ~					
24-03388	12/10/24	ROTOT/PAD/DPW	Open	\$941.40	\$0.00		
\$01806		ANTHONY J HARVATT, II, ESQ					
24-03333	12/04/24	ZBA RESOLUTION VOUCHERS	Open	\$1,200.00	\$0.00		
\$02025		HUNTER JERSEY PETERBILT~					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02025		HUNTER JERSEY PETERBILT~					<i>Account Continued</i>
24-03320	12/04/24	SENSING/DPW	Open	\$499.37	\$0.00		
24-03322	12/04/24	GASKET/ORINGS/DPW	Open	\$716.93	\$0.00		
24-03390	12/10/24	MATERIALS/DPW	Open	\$426.53	\$0.00		
		Vendor Total:		\$1,642.83			
\$02134		THOMAS KEYWOOD					
24-03413	12/12/24	CONTRACTUAL REIMBURSEMENT M/v	Open	\$360.33	\$0.00		
\$02175		BRUCE KLAUSING					
24-03377	12/10/24	CONTRACTUAL REIMBURSEMENT M	Open	\$2,096.40	\$0.00		
\$02245		DAVID LEPOR					
24-03403	12/11/24	CONTRACTUAL REIMBURSEMENT 24	Open	\$2,500.00	\$0.00		
\$02247		LAWSON PRODUCTS, INC. ~					
24-03315	12/04/24	STEEL ADAPTER/DPW	Open	\$96.35	\$0.00		
\$02541		ROBERT D. MARTIN, JR					
24-03293	12/04/24	CONTRACTUAL REIMBURSEMENT M	Open	\$68.00	\$0.00		
\$02626		FRED MCCLOSKEY					
24-03292	12/04/24	CONTRACTUAL REIMBURSEMENT M	Open	\$2,096.40	\$0.00		
\$03347		DAVID PERRY					
24-03291	12/04/24	CONTRACTUAL REIMBURSEMENT M	Open	\$1,850.00	\$0.00		
\$03350		MICHAEL PERRY					
23-01219	05/19/23	2023 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
\$03387		POGUE INC. *					
24-03314	12/04/24	CONTROLLED SUBSTANCE TEST	Open	\$280.00	\$0.00		
\$03518		RIGGINS, INC.*					
24-03301	12/04/24	OFF HIGHWAY DIESEL/DPW	Open	\$1,013.04	\$0.00		
24-03332	12/04/24	OFF HIGHWAY DIESEL/DPW	Open	\$798.90	\$0.00		
24-03393	12/10/24	OFF HIGWAY DIESEL/DPW	Open	\$771.65	\$0.00		
		Vendor Total:		\$2,583.59			
\$03608		SEAWAVE CORPORATION*					
24-03408	12/11/24	ZBA JANUARY MEETING AD	Open	\$41.09	\$0.00		
\$03611		SERVICE TIRE TRUCK CENTERS ~					
24-03184	11/20/24	TIRES/RDS/SANT/RECY/DPW/NOV	Open	\$3,272.97	\$0.00		
\$03678		SMELTZER & SONS INC.*					
24-03189	11/20/24	WATER FLOW METER FOR FREEMAN	Open	\$699.00	\$0.00		
\$03775		LISAA. SCHUBERT					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03775		LISAA. SCHUBERT					
							<i>Account Continued</i>
24-03376	12/10/24	CONTRACTUAL REIMBURSEMENT M	Open	\$76.40	\$0.00		
\$03844		GIACOMO TROMBETTA					
24-03378	12/10/24	CONTRACTUAL REIMBURSEMENT M	Open	\$4,192.80	\$0.00		
\$03899		UPS					
24-03392	12/10/24	SHIPPING URINE	Open	\$86.22	\$0.00		PC1
\$03902		DONALD VANAMAN JR					
24-03249	11/26/24	b-508.01 I-8.03	Open	\$1,947.50	\$0.00		
\$03917		STATE OF NJ DEPT OF CHILD/FAML					
24-03412	12/12/24	Correct 3rd quarter marr. fees	Open	\$25.00	\$0.00		
\$03971		VERIZON WIRELESS MDT POLICE					
24-03355	12/06/24	VERIZON PD & TWP 10-21 / 11/20	Open	\$1,197.53	\$0.00		
\$03985		VILLAS NAPA AUTO PARTS ~					
24-02883	11/01/24	RDS/SANT/RECY/DPW	Open	\$1,267.25	\$0.00		
\$03992		VAL-U AUTO PARTS LLC ~					
24-03313	12/04/24	RDS/SANT/RECY/DPW/DEC.2024	Open	\$3,697.87	\$0.00		
\$04075		BARBER CONSULTING SERVICES LLC					
24-03307	12/04/24	CLOUD BACK UP 1YR TH 11/14/25	Open	\$600.00	\$0.00		
\$04085		CHRISTOPHER WINTER					
24-03336	12/04/24	CONTRACTUAL REIMBURSEMENT M	Open	\$260.50	\$0.00		
\$04097		CINTAS FIRST AID AND SAFETY*					
24-03298	12/04/24	MEDICAL CABINET REFILL	Open	\$52.40	\$0.00		
\$04266		NJ DEPT OF HEALTH&SENIOR SVCS					
24-03330	12/04/24	Oct & Nov 2024	Open	\$68.40	\$0.00		
\$05066		MICHAEL REEB					
24-02859	10/30/24	DJ FOR HALLOWEEN PARADE	Open	\$150.00	\$0.00		
\$05083		ALLEGRA MARKETING,PRINT & MAIL					
24-03357	12/06/24	Holiday Newsletter	Open	\$380.00	\$0.00		
\$6059		USABLE LIFE					
24-03272	11/27/24	DEC 2024 LIFE INS	Open	\$972.00	\$0.00		
\$6063		CAPE MINING & RECYCLING, LLC*					
24-03312	12/04/24	WOOD CHIPS/DPW	Open	\$164.23	\$0.00		
24-03331	12/04/24	WOOD CHIPS/DPW	Open	\$1,742.03	\$0.00		
24-03365	12/06/24	WOOD CHIPS/DPW	Open	\$377.25	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
6063		CAPE MINING & RECYCLING, LLC*					
				<i>Account Continued</i>			
			Vendor Total:	\$2,283.51			
\$7062		LOUIS BARTLESON					
23-01190	05/19/23	2023 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
24-00228	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
			Vendor Total:	\$300.00			
\$7091		STEVE SELBY					
24-03300	12/04/24	REIMBURSEMENT-COACH	Open	\$93.98	\$0.00		
\$7098		SHORE VETERINARIAN ANIMAL					
24-03360	12/06/24	ANIMAL CONTROL - NOVEMBER	Open	\$375.00	\$0.00		
\$7117		NJLM					
24-02721	10/16/24	M VITELLI RECORDS MGMT UPDATE	Open	\$45.00	\$0.00		
\$7160		MICHAEL NUSCIS					
24-00254	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
\$7354		FLEETPRIDE INC.*					
24-03318	12/04/24	SWITCH/DPW	Open	\$190.00	\$0.00		
\$7385		JASON FELSING					
23-01200	05/19/23	2023 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
24-00238	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
			Vendor Total:	\$300.00			
\$7507		STEFANKIEWICZ & BELASCO LLC					
24-00002	01/02/24	RES#24-01 EXPENSES DNE\$150K	Open	\$2,923.71	\$0.00		B
\$7555		LORCO PETROLEUM SERVICES*					
24-03387	12/10/24	USED OIL RTEMOVAL/DPW	Open	\$30.00	\$0.00		
\$7618		MEGONIGAL ELECTRIC LLC					
24-03127	11/15/24	REPAIR OF PARKING LOT LIGHTS	Open	\$2,425.00	\$0.00		
\$7636		MOTT MACDONALD LLC					
24-03321	12/04/24	ZBA MOTT MACDONALD VOUCHER	Open	\$504.50	\$0.00		
\$7689		GOVERNMENT FORMS AND SUPPLIES*					
24-03270	11/27/24	2025 Yard Sale Apps	Open	\$206.00	\$0.00		
\$7820		DEBLASIO & ASSOCIATES, P.C					
23-02340	09/14/23	RES#23-303 CO #1 ROTARY PARK	Open	\$4,980.00	\$0.00		B
23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	\$1,015.00	\$0.00		
23-03206	12/14/23	RES#23-380 DOUGLASS PARK RENO	Open	\$736.25	\$0.00		B
24-02286	08/21/24	RES #2024-279 CH 2 FRANCES AVE	Open	\$632.50	\$0.00		
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$7,271.25	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7820		DEBLASIO & ASSOCIATES, P.C					
							<i>Account Continued</i>
24-02506	09/18/24	RES 2024-307 TOWNBANK ADA RAMP	Open	\$6,453.75	\$0.00		B
24-02510	09/18/24	RES 2024-309 CHG ORD 1 CORSON	Open	\$4,040.00	\$0.00		B
24-02512	09/18/24	RES#24-299 CO#1 DOUGLASS PK	Open	\$597.50	\$0.00		B
24-02513	09/18/24	CO#2 DOUGLASS CONCEPT SIGN	Open	\$8,800.00	\$0.00		B
24-02706	10/10/24	LT-C-057EMERGENCY DUNE GRASS	Open	\$546.25	\$0.00		B
24-03323	12/04/24	ZBA BOARD ENGINEER VOUCHER	Open	\$280.00	\$0.00		
24-03368	12/06/24	RES 2024-372 BAY OUTFALL EXT	Open	\$717.50	\$0.00		B
24-03369	12/06/24	RES 2024-373 MS4 PERMIT PROG	Open	\$2,240.00	\$0.00		B
		Vendor Total:		\$38,310.00			
\$7861		DENNIS TOWNSHIP FOOTBALL					
24-03125	11/15/24	TAXI BOWL- FOOTBALL	Open	\$75.00	\$0.00		
\$7871		PLANET TECHNOLOGIES, INC*					
24-02730	10/16/24	POLICE EMAIL EXCHANGE	Open	\$3,336.96	\$0.00		
24-03311	12/04/24	Email Renewal 2025	Open	\$2,703.36	\$0.00		
		Vendor Total:		\$6,040.32			
\$7921		WILLIAM PORCH					
23-01220	05/19/23	2023 EQUIPMENT ALLOWANCE	Open	\$107.88	\$0.00		B
\$7929		AMAZON CAPITAL SERVICES, INC ~					
24-02834	10/29/24	ASSESSOR SUPPLIES	Open	\$236.84	\$0.00		
24-02966	11/12/24	OFFICE/KITCHEN SUPPLIES	Open	\$485.58	\$0.00		
24-03167	11/20/24	Candy Canes for Xmas Parade	Open	\$436.00	\$0.00		
24-03169	11/20/24	SUPPLIES	Open	\$2,098.67	\$0.00		
24-03186	11/20/24	TRASH BAGS AND DOGIPOT BAGS	Open	\$1,113.55	\$0.00		
24-03232	11/22/24	ASPHALT CRACK SQUEEGEE	Open	\$127.68	\$0.00		
24-03252	11/26/24	BULBS FOR COUNTY	Open	\$120.00	\$0.00		
24-03257	11/26/24	CAM TIMING TOOL KIT	Open	\$49.95	\$0.00		
24-03274	11/27/24	OFFICE CHAIR MAT 48X48 DAWN	Open	\$50.30	\$0.00		
24-03342	12/05/24	SAAFETY LUNCHEON	Open	\$34.98	\$0.00		
24-03347	12/06/24	HR OFFICE SUPPLIES	Open	\$218.85	\$0.00		
		Vendor Total:		\$4,972.40			
\$7959		ALL PRO TEAM SPORTS					
24-02452	09/12/24	CHEER UNIFORMS	Open	\$345.00	\$0.00		
\$7985		EAW SECURITY					
24-02514	09/18/24	DIAMOND BEACH ACCESS RESTROOM	Open	\$5,501.09	\$0.00		
\$8046		SAMPLE MEDIA INC					
24-03374	12/10/24	SMALL CITIES PH AD 11-06-24	Open	\$162.00	\$0.00		
\$8131		DOCUVAULT SECURE SHREDDING LC~					
24-03305	12/04/24	10/31/24 SHREDDING	Open	\$168.05	\$0.00		
24-03306	12/04/24	11/30/24 SHREDDING / ARCHIVE	Open	\$303.05	\$0.00		
		Vendor Total:		\$471.10			

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8131		DOCUVAULT SECURE SHREDDING LC~		<i>Account Continued</i>			
\$8211		CONFIRE FIRE PROT SERV LLC*					
24-02163	08/09/24	MILLMAN SPRINKLER REPAIR	Open	\$3,760.48	\$0.00		
24-02187	08/13/24	Ext Repair/Replacement DPW	Open	\$2,252.50	\$0.00		
		Vendor Total:		\$6,012.98			
\$8259		CLAUDIA PEREZ					
24-03277	12/02/24	CONTRACTUAL REIMBURSEMENT V	Open	\$256.95	\$0.00		
\$8492		CHRISTOPHER VASSAR JR					
23-01228	05/19/23	2023 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
24-00267	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$47.80	\$0.00		B
		Vendor Total:		\$197.80			
\$8524		FRED M SCHIAVONE CONSTRUCTION					
24-00502	02/14/24	RES#24-63 DIAMOND BEACH IMPROV	Open	\$31,812.85	\$0.00		
24-01243	05/13/24	RES 2024-163 SEWER FRANCES AVE	Open	\$66,667.42	\$0.00		
24-02503	09/18/24	RES 2024-298 CHG ORD 2 FRANCIS	Open	\$27,428.90	\$0.00		
24-03367	12/06/24	RES 2024-371 CHG 4 FRANCES AVE	Open	\$19,388.26	\$0.00		B
		Vendor Total:		\$145,297.43			
\$8672		LOGMEIN INC.					
24-00280	01/22/24	2024 GO TO MEETINGS	Open	\$19.00	\$0.00		PC1
\$8679		CANON SOLUTIONS AMERICA INC*					
24-02841	10/29/24	LARGE FORMAT COPIER PAPER	Open	\$143.31	\$0.00		
\$8721		BLANEY, DONOHUE, & WEINBERG PC					
24-00003	01/02/24	RES#24-02 LABOR DNE\$40K	Open	\$2,580.00	\$0.00		B
\$8725		W. CAMPBELL SUPPLY CO AC*					
24-03324	12/04/24	SUPPLIES/DPW	Open	\$3,028.74	\$0.00		
\$8735		SURENIAN EDWARDS & NOLAN LLC					
24-01010	04/18/24	Aff Housing - Res.2024-121 10k	Open	\$600.00	\$0.00		B
\$8848		COMFORT NOW LLC					
24-02967	11/12/24	CIRCULATOR REPLACEMENT	Open	\$1,446.00	\$0.00		
\$8864		EMMA MULDOON					
24-03299	12/04/24	REIMBURSEMENT- FINGERPRINT	Open	\$58.98	\$0.00		
\$8866		SUNBELT RENTALS INC					
24-02708	10/10/24	RENTAL OF BRUSH HOG	Open	\$396.46	\$0.00		
\$8908		COMCAST BUISNESS					
24-03384	12/10/24	VOICE PHONES 12/1-12/31/24	Open	\$1,317.11	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
\$8909 24-03383	12/10/24	COMCAST BUSINESS BUS INTERNET PD 12/1-12/31/24	Open	\$984.95	\$0.00		
\$8936 24-02937	11/08/24	IAAI INC W Belles training	Open	\$703.00	\$0.00		
\$8998 24-02569	09/27/24	AVALON SIGN & DESIGN INC Name Change on Airport Sign AC	Open	\$150.00	\$0.00		
\$9045 24-02703	10/10/24	META Facebook Ads Fall/winter	Open	\$152.86	\$0.00		PC1
\$9066 24-01818	07/03/24	BRT TECHNOLOGIES LLC Farmland Applications	Open	\$124.90	\$0.00		
24-02818	10/28/24	Assessment Card Postage	Open	\$8,619.52	\$0.00		
24-03304	12/04/24	Assessment Card Printing	Open	\$2,462.72	\$0.00		
		Vendor Total:		\$11,207.14			
\$9087 24-03297	12/04/24	IZAIAH LUGO FALL SOCCER OFFICIAL	Open	\$140.00	\$0.00		
\$9169 24-03385	12/10/24	EB EMPLOYEE SOLUTIONS LLC DIFF CARD DEC 2024 ADMIN	Open	\$3,753.75	\$0.00		
\$9212 24-02884	11/01/24	OMG NATIONAL GOLD FOIL BADGE STICKERS	Open	\$211.77	\$0.00		
\$9268 24-02783	10/22/24	ADOBE INC ADOBE MARGARET 10/24-10/25	Open	-\$11.92	\$0.00		PC1
\$9278 24-02949	11/12/24	LAWRENCE PAOLINI DO PC MEDICAL DIAGNOSIS 2ND OPINION	Open	\$155.00	\$0.00		
\$9299 24-03137	11/19/24	GATES FLAG AND BANNER CO INC AMERICAN FLAG MAYOR OFFICE	Open	\$363.70	\$0.00		
\$9302 24-03170	11/20/24	SHORELINE PRINT HOUSE LLC PINNIES FOR TRAVEL BASKETBALL	Open	\$768.00	\$0.00		
\$9305 24-03271	11/27/24	ATLANTIC WALLPAPER & DECOR WALL PAPER FOR MAYOR OFFICE	Open	\$1,858.00	\$0.00		PC1
\$9307 24-03303	12/04/24	SHANE WESTERFER RELEASE DEMO BOND RES#24-357	Open	\$6,275.52	\$0.00		
\$9311 24-03371	12/06/24	CAPE MAY INTERIORS LLC DRAPES AND FABRIC DESIGNER	Open	\$975.00	\$0.00		B

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BOSNA 24-03372	12/10/24	KAREN MANETTE BOSNA YOGA- NOVEMBER '24	Open	\$110.00	\$0.00		
CMCHE005 24-03259	11/26/24	CMC HERALD FS 2025 meeting dates	Open	\$37.96	\$0.00		
DOUGHERT 24-03414	12/12/24	GEORGIA DOUGHERTY CONTRACTUAL REIMBURSEMENT M	Open	\$95.42	\$0.00		
G-LIT 24-03341	12/05/24	LITTLE ITALY II JIF SAFETY LUNCHEON	Open	\$650.00	\$0.00		
LOWER 24-03356	12/06/24	LOWER TOWNSHIP NOV 2024 DIFF CARD USAGE	Open	\$18,719.46	\$0.00		
PRESS 24-03350	12/06/24	PRESS OF ATLANTIC CITY NOV 2024 DIGITAL SUBSCR	Open	\$10.99	\$0.00		PC1
SEAGE 24-03391	12/10/24	SEAGEAR MARINE SUPPLY* JIF SAFETY LUNCHEON PRIZES	Open	\$499.96	\$0.00		
SIXSM 24-02477	09/16/24	LLOYD SIXSMITH* REC.SHIRTS,JACKETS,SWEATSHIRTS	Open	\$1,403.00	\$0.00		
<hr/>							
Total Purchase Orders: 163 Total P.O. Line Items: 0 Total List Amount: \$401,957.14 Total Void Amount: \$0.00							

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

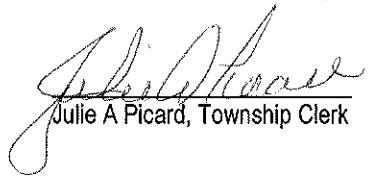
RESOLUTION #2024-396

Title: RESOLUTION DESIGNATING LIEUTENANT CHARLES RYAN AS DEPUTY CUSTODIAN OF PUBLIC RECORDS FOR THE POLICE DEPARTMENT

BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey that Lieutenant Charles Ryan be designated as a Deputy Custodian of Public Records to assist the Custodian of Records in the performance of duties related to P.L. 2001, c404, for all Open Public Records Act requests for records on file and/or maintained by the Lower Township Police Department.

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

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 December 16, 2024.


Julie A Picard, Township Clerk

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

RESOLUTION #2024-397

Title: A RESOLUTION AUTHORIZING AND APPROVING THE SETTLEMENT OF CERTAIN TAX APPEALS PENDING IN THE NEW JERSEY SUPERIOR COURT

WHEREAS, over the course of the past several years, the Township of Lower has been involved in certain tax appeal litigation pending in the New Jersey Superior Court in the matter of *Ross Morrell and Rachel Hansen v. The Township of Lower* (Docket Nos.: 007827-2024; 008685-2023; 009333-2022; 011324-2021; 011131-2020; 012150-2019; 011721-2018; and 000587-2018) pertaining to property located at 783 Tabernacle Road, a/k/a Block 500.01, Lot 43), and in the matter of *Jasen G. Hansen v. The Township of Lower* (Docket Nos. 007825-2024; 008686-2023; 009334-2022; 011321-2021; and 011055-2020) pertaining to property located at 906 Weeks Landing Road, a/k/a Block 508.01, Lot 7.18, concerning the assessed value of the properties and claims that they should be assessed as farmland; and

WHEREAS, the Township's tax attorney, Paul J. Baldini, Esquire, has been representing the Township in the above referenced tax appeal matters; who has kept the Township apprised as to the status of said litigation and who has also outlined a settlement proposal based upon negotiations with counsel representing that Plaintiffs that would globally resolve all outstanding contested issues associated with both of these matters; and

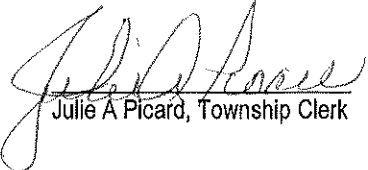
WHEREAS, the Township Council, upon the advice of Mr. Baldini, has determined that it is in the best interests of the Township to resolve said litigation in accordance with the terms and conditions of a Release and Settlement Agreement, a copy of which is attached hereto, which fully resolves both pending matters and which will result in the dismissal of the pending litigation.

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 Council hereby authorizes and approves the settlement of the above referenced litigation, in accordance with the terms and conditions of the attached Release and Settlement Agreement, negotiated by and between the parties and their attorneys.

BE IT FURTHER RESOLVED that the Mayor and/or Township Manager are hereby authorized to execute the Release and Settlement Agreement and any other documents necessary to effectuate the terms of the settlement.

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

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 December 16, 2024.


Julie A. Picard, Township Clerk

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE and SETTLEMENT AGREEMENT (consisting of five (5) pages) dated December 16, 2024, is given by and between Ross E. Morrell & Rachel L. Hansen whose address is 783 Tabernacle Road, Lower Township, New Jersey and Jasen G. Hansen whose address is 906 Weeks Landing Road, Lower Township, New Jersey and the Township of Lower, et als., all of its agents, officers, elected officials, and Employees, past and present (collectively referred to as "You" and "Releasee").

1. RELEASE: I release and give up any and all claims and rights which I may have against you, except those things which may remain to be done according to the terms of this document. This release covers all claims and rights which I may have had against you at any time, including any and all claims and rights which are not specifically mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now but does not apply to claims which may arise after the date this Release is executed or to any claim of default or failure to perform by the Township of Lower with respect to the terms of this Agreement. More specifically, but not in limitation, I release the following claims:

Any and all claims and rights arising out of the tax appeals filed in the Superior Court of New Jersey for 783 Tabernacle Road, Lower Township, New Jersey, Block 500.01, Lot 43 and 906 Weeks Landing Road, Lower Township, New Jersey, Block 508.01, Lot 7.18as follows:

Hansen v Lower Township

Docket No.: 007825-2024

008686-2023

009334-2022

011321-2021

011055-2020

Morrrell v Lower Township

Docket No.: 007827-2024

008685-2023

009333-2022

011324-2021

011141-2020

012150-2019

011721-2018

000587-2018

Including but not limited to any and all claims concerning tax assessment, civil rights claims, taxes of any agency, damages of any type, rental, interest, attorneys fees, and appraisal fees. All of said tax appeals shall be dismissed with prejudice upon execution of this Agreement by all parties.

ANY AND ALL CLAIMS AND RIGHTS WHICH EXIST NOW OR HEREAFTER MAY BE ASSERTED including, but not limited to, claims for compensatory and punitive damages, all claims for violation of Civil Rights, all claims for violation of Constitutional Rights, all claims for loss of income, and all claims for all other losses

including claims under the Wrongful Death Act (N.J.S.A. 2A:31-1 et. seq.), sustained by Releasor, Releasor's estate, Releasor's heirs, and those claiming under the Releasor, arising out of the tax assessment of Releasor.

I further understand and agree that if any claims are made against you at any time in the future by the Releasor directly, or by others claiming to be beneficiaries, representatives, or heirs of the Releasor, for pecuniary losses or damages and as defined in the Wrongful Death Act, that you shall be entitled to be indemnified by the Releasor, the Releasor's Estate and/or the Releasor's heirs, executors, administrators, and personal representatives for any sums expended in paying any such claims and/or defending against said claims including, but not limited to, attorney's fees, all costs of suit, and interest.

It is further understood and agreed that the acceptance of said agreed tax assessment and payment of \$24,680.41 is in full accord and satisfaction, inclusive of any and all claims for damages of any kind included but not limited to those attorneys' fees and costs, and in compromise of, all disputed claims.

2. NO ADMISSION. I agree that this release constitutes the settlement of all disputed claims in order to avoid further trouble, litigation, and expense, and that nothing herein shall constitute or imply an admission of liability of any kind by You and that You expressly deny any and all such liability.

3. LIENS. I hereby certify that no liens exist against the proceeds of this settlement. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, I agree that I will pay that lien in full. This Release is intended to include all liens including but not limited to attorney's liens, medical provider liens, Medicare and Medicare liens, worker's compensation liens, all statutory or common law liens, and judgment liens. I agree to indemnify and hold you harmless in connection with any claims made against You by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against you by anyone seeking payment of liens, the Releasor will indemnify and hold you harmless for any money spent in paying such liens and/or defending against such a claim including, but not limited to, attorney's fees, costs of suit, and interest.

4. CONSIDERATION
 - a. Confirmation that the non-homestead portion of the Tabernacle road property (as shown on the Martinelli Survey) and all of the Weeks Landing road property are to be farmland assessed for taxable year 2025.

 - b. Confirmation that the non-homestead portion of the Tabernacle road property is retroactively assessed as farmland beginning in taxable year 2018 through 2024.

- c. Confirmation that the Weeks Landing road property will be retroactively assessed as farmland from taxable year 2020 through 2024.
 - d. For the non-homestead portion of the Tabernacle Road property and the Weeks Landing site, the owners will be reimbursed the difference between the amount paid and the amount they should have paid as farm assessed land. That calculation will be done to the satisfaction of both the Township's assessor and the property owners. Rollback taxes paid on the Tabernacle Road property will be reimbursed in full.
 - e. Attorneys fees of \$24,680.41 will be reimbursed to the plaintiffs.
 - f. The payment of the settlement amounts (reimbursement and fees) shall be made in two payments, the first within 60 days of the settlement and the second no later than February 28, 2025.
5. WHO IS BOUND. Releasor is bound by this Release, as well as anyone who succeeds to your rights and responsibilities, including, but not limited to, all heirs, executors, and administrators. Releasor specifically understand that all of the terms and conditions of this release are for the benefit of, and are binding upon, you, your heirs, and anyone else who succeeds to your rights and responsibilities. This release is made for your benefit, and all who succeed to your rights and responsibilities, such as heirs or the executor of your estate.
6. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT. Releasor represents and warrants that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and that I have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Release.
7. REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Release, Releasor represents that it has relied upon the legal advice of its attorney, who is its attorney by choice, and that the terms of this Release have been completely read and explained to you by your attorney, and that those terms are fully understood and voluntarily accepted.

8. GOVERNING LAW. This Release shall be governed by, and construed and interpreted according to the laws of the State of New Jersey.
9. ADDITIONAL DOCUMENTS. All parties agree to cooperate fully and execute any and all supplementary documents and take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.
10. TAXABILITY. I further agree that neither the Releasors nor their counsel have made representations concerning the taxability of the amounts to be paid. It is further understood that in the event a taxing entity ultimately determines that any or all of the foregoing amounts constitute income for which any taxes remain due and owing, I shall be responsible for the payment of all such taxes.
11. AGREEMENT NOT TO AFFIRMATIVELY DISCLOSE. It is further understood that the terms of this settlement and release shall not be affirmatively disclosed to any person or entity unless as otherwise required by law. This requirement shall not prohibit the parties from disclosure to their accountants, financial advisors, attorneys, or prospective purchasers of the lots which were the subject matter of this easement/release as the Releasee has a duty, by law, to disclose to a potential buyer any condition to the property of which the Releasor is aware.

Witnessed or Attested:

On behalf of the Taxpayer(s)

Ross Morrell

Ross E. Morrell

Rachel L. Hansen

Rachel L. Hansen

Jasen Hansen

Jasen G. Hansen

STATE OF *New Jersey*

SS:
COUNTY OF *Cape May*

*Ross Morrell
Rachel Hansen
Jasen Hansen*

I certify that on 11/13, 2024, *Ross Morrell
Rachel Hansen
Jasen Hansen* came before me and acknowledged under oath, to my satisfaction, that they are the persons named in and personally signed this document and signed, sealed, and delivered this document as her/his act or deed.

Notary Public

Heather A. Kelleher

HEATHER A. KELLEHER
Notary Public
State Of New Jersey
My Commission Expires March 1, 2029
I.D.# 50219372

Witnessed or Attested:

On behalf of the Township of Lower

Michael Laffey

Michael Laffey, Manager
Elixabeth Ross

Elixabeth Ross, Tax Assessor

STATE OF

SS:

COUNTY OF

I certify that on Dec 17, 2024, Michael Laffer and Elixabeth Ross came before me and acknowledged under oath, to my satisfaction, that they are the persons named in and personally signed this document and signed, sealed, and delivered this document as her/her act or deed.

Notary Public

Philip A. Sylvester-Picard

PHILIP A. SYLVESTER-PICARD
NOTARY PUBLIC OF NEW JERSEY
Commission # 2411763
Commission Expires 8/26/2026

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

RESOLUTION #2024-398

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AND INDEMNIFICATION AGREEMENT WITH THE COUNTY OF CAPE MAY TO FACILITATE THE INSTALLATION OF AN AUTOMATED LICENSE PLATE RECOGNITION DEVICE WITHIN THE RAILROAD AVENUE (CR 628) PUBLIC RIGHT-OF-WAY

WHEREAS, automated license plate recognition devices have proven to be effective in assisting law enforcement agencies in conducting criminal investigations and prosecuting criminal offenses;

WHEREAS, the Lower Township Police Department has expressed a desire to install an automated license plate recognition device along Railroad Avenue (CR 628), a main thoroughfare within the Township; and

WHEREAS, Railroad Avenue (CR 628) is a roadway owned by and under the jurisdiction of the County of Cape May; and

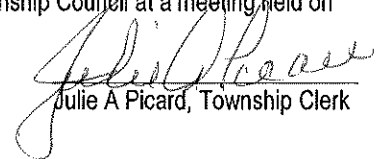
WHEREAS, the Township of Lower, at the request of the Lower Township Police Department, has sought approval from the County of Cape May to install an Automatic License Plate Recognition Device within the Railroad Avenue public right-of-way adjacent to Riegel Avenue; and

WHEREAS, the County of Cape May has approved the Township's request to install an automated license plate recognition device within the Railroad Avenue public right-of-way, subject to the Township executing a License and Indemnification Agreement, a copy of which is attached hereto; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached License and Indemnification Agreement between the County of Cape May and the Township of Lower be and is hereby authorized and accepted and that the Mayor and/or Township Manager are hereby authorized to execute said agreement.

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

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 December 16, 2024.


Julie A Picard, Township Clerk

LICENSE AND INDEMNIFICATION AGREEMENT

Installation and Maintenance of Surveillance Equipment on South Railroad Avenue (CR626) in the Township of Lower

This License and Indemnification Agreement (hereinafter, Agreement) is made and entered on this 16 day of November, 2024, by and between the County of Cape May (*hereinafter, Licensor*), a body corporate and politic, with principal offices at 4 Moore Road, Cape May Court House, New Jersey, 08210, and the Township of Lower (*hereinafter Licensee*), a municipal corporation of the State of New Jersey, with principal offices at 2600 Bayshore Road, Villas, New Jersey 08251. The Licensor and Licensee are referred to herein collectively as "Parties," and singularly as a "Party."

WITNESSETH:

WHEREAS, the Licensor owns and has jurisdiction over the right of way of Railroad Avenue (County Road No. 626) in Lower Township; and

WHEREAS, the Licensee seeks to install, own, and maintain a pole, solar panel, and license plate reader in the form, manner, and location set forth in the attached Schedule A ("Equipment"); and

WHEREAS, the Licensee has met and discussed with the County Engineer's staff the desired location and the Licensee has provided information regarding the installation of the Equipment; and

WHEREAS, the County Engineer's staff has reviewed the information regarding the Equipment and staff found that they can accommodate the Licensee's request to install the Equipment in the right-of-way of South Railroad Avenue, near Riegel Avenue, at the following geographic coordinates: 39.01159988413803, - 74.88520014511164; and

WHEREAS, by this Agreement, the Parties desire to define their rights and responsibilities to one another upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The purpose of this Agreement is for the Licensee to install and maintain Equipment in the right of way of South Railroad Avenue, County Road No. 626, as specifically set forth in the attached Schedule A.
2. The Licensee shall be solely responsible and assumes all risk and liability for the safety of workers and the security of the equipment and materials and for maintaining the Equipment. The Licensee shall be responsible for contacting the various owners of the utilities that may be impacted by the installation and/or maintenance of the Equipment.

3. The Licensee is advised that the Licensor through its officers, agents, servants and employees may at times be required to perform maintenance or construction activities on and about the right-of-way of Railroad Avenue. The Licensee agrees, at its sole expense, to relocate, adjust and/or support its equipment and materials to accommodate any proposed maintenance or construction activities that may interfere upon one (1) week notice by the Licensor.
4. The Licensee shall be responsible and assumes all liability for ensuring that its proposed use of the right-of-way does not violate any federal, state, county and local regulations. The Licensee shall ensure that the installation of the Equipment will not cause any conflicts with the Americans with Disabilities Act and any amendments thereto. If the Licensor is cited for violations of any federal, state, county and local regulations as the result of the Licensee's use of the Railroad Avenue right-of-way, the Licensee shall take full responsibility and waives any and all defenses for correcting the violation(s) and shall immediately reimburse the Licensor for any costs or expenses as a result of the violations including reasonable attorney fees.
5. The Licensee's Equipment shall be installed, operated and maintained by the Licensee in a manner that shall not cause any interference with County operations, or damage to County property, or otherwise interfere with services located upon or provided by the County's improvements and facilities.
6. The Licensee shall maintain the designated area in the right-of-way for the Equipment installation in a clean and orderly fashion, and that any and all work by Licensee will be done in a good and workmanlike manner. The Licensee shall be solely liable and assumes all risks for any losses of or damages to the designated area of the right-of-way as the result of its use by the Licensee and agrees to make restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall restore the designated area of the right-of-way to its original condition upon the Licensee no longer using said designated area of the right-of-way and/or the termination of the License. Licensee shall inspect the condition of the designated property without any reliance by the Licensor and deems it acceptable for its use. Licensor has made no promise(s), representation(s) or warranty regarding the condition of the property and Licensee accepts the property "as is."
7. The Licensee assumes the risk of all damages, losses, costs, and expenses and agrees to release, indemnify and hold harmless the Licensor, its officers, elected officials, agents, servants and employees from and against any and all liability, damages, claims, and losses of any sort (including attorney's fees, legal fees, costs and expenses) which may accrue, arise or be sustained by the Licensor resulting from any act or omission of this Agreement or any person or entity acting on their behalf in the Railroad Avenue right-of-way during the term of this Agreement. This provision specifically includes that the Licensee assumes all risk and liability occasioned by any of their officers, agents, servants, employees, invitees or guests working or performing any act on or about the Railroad Avenue public right-of-way.
8. To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and its elected officials, officers, agents, servants and employees from and

against any and all claims, damages, losses, costs and expenses, including, but not limited to attorney's fees, legal costs and legal expenses arising out of or resulting from the performance of Licensee's acts under this Agreement, provided that such claim, damage, loss, cost or expense is attributable to bodily injury, illness, disease or death, or to injury or destruction of tangible property caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Licensee, anyone directly or indirectly employed or retained by Licensee, or any for who acts the Licensee may be liable regardless of whether caused in part by the negligent act or omission of Licensor, provided it is not caused by the sole negligence of the Licensor. Licensee shall further indemnify and hold harmless the Licensee and its elected officials, officers, agents, servants and employees from and against all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, legal costs and legal expenses, arising out of or resulting from acts performed under this Agreement, including any claim, damage, loss, cost or expense is attributable to bodily injury, illness, disease or death, or to injury or destruction of tangible property caused or alleged to be caused by the negligent acts, negligent omissions and/or fault of Licensor, and/or fault of the Licensor or the Licensor's elected officials, officers, agents, servants and employees and arises out of this Agreement or the work performed in connection with this Agreement, provided that such claim, damage, loss, cost or expense is not caused by the sole negligence of the Licensor.

9. The Licensee shall name the Licensor, its elected officials, officers, agents, servants and employees as additional primary insured on all insurance contracts carried by the Licensee that provides coverage for general comprehensive liability and automobile liability. Said certificate of insurance shall provide that the Licensor be given not less than thirty (30) days prior written notice in the event of modification, cancellation or non-renewal. Said insurance contracts must be in full force and effect during all periods covered by this License.
10. The license provided by this Agreement is revocable at will by the Licensor. The revocation is effective upon receipt of written notification to Licensee's representative: Chief of Police.
11. The license provided by this Agreement is neither assignable nor transferable by the Licensee. Any attempt to assign or transfer the license is void and automatically terminates the Agreement. It is further understood if any provisions are invalidated under the Laws of the State of New Jersey, the Agreement is automatically terminated.
12. All notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent by either party or their respective counsel to the other shall be in writing addressed as follows:

(A) if intended for Licensee:

Township Manager
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

with a copy to:

Chief
Lower Township Police Department

(B) If intended for the Licensor:

Clerk of the Board of County Commissioners
County of Cape May
4 Moore Road, DN 107
Cape May Court House, N.J. 08210

with a copy to:

County Engineer
4 Moore Road, DN-402
Cape May Court House, N.J. 08210

Each Party may designate by notice in writing a new address to which any notice, demand, request, approval or communication may hereafter be so given, served or sent.

13. The term of this Agreement shall be for one (1) year, commencing immediately upon execution of this Agreement. Thereafter, this Agreement may be renewed for successive one-year terms upon written notification by the Licensee prior to the end of the renewal period and if there is no conflict with any proposed activities of the designated area of the right-of-way by the County.
14. Upon an Event of Default, at the expiration of any Term, or upon revocation in accordance with paragraph 10 above, within ninety (90) days from the date on which this Agreement is terminated, the Licensee shall, at its own cost and expense, be obligated to remove Equipment installed under this Agreement and shall otherwise return the site to the condition as existed prior to the effective date of this Agreement.

[signatures on next page]

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare
Administrator/Clerk of the Board

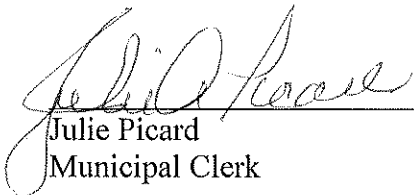
Leonard C. Desiderio
Commissioner Director

APPROVED AS TO FORM:

Jeffrey R. Lindsay, Esquire
County Counsel

ATTEST:

TOWNSHIP OF LOWER



Julie Picard
Municipal Clerk



Frank Sippel
Mayor

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

RESOLUTION # 2024-399

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 Thomas Shough in the amount of 3,471.34 is authorized and chargeable to the 2024 Budget account 4-01-25-240-125.

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

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 December 16, 2024.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT


SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Detective Thomas Shough #210
DATE: December 02, 2024
SUBJECT: Comp Time Buyout

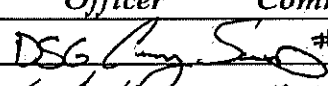
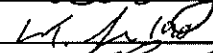
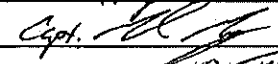
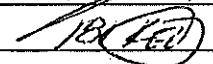
Chief Lewis,

I am asking to submit this letter to payroll requesting a buyout of 107 hours accrued comp time. Thank you in advance for your attention to this request.

Respectfully Submitted,


Thomas Shough
Detective Badge # 210

107 * 32.4424 = \$3,471.34

C	File	Date	Officer	Comments
		12/2/2024	DSG 	#201 FWD TO: CT. Ambruster
		12/2/24	LT. 	Mrs. Larkin confirmed FWD. CSM. 170
		12-2-24	Capt. 	FWD to DC Vangoren
		12-2-24		SENT TO TROON HILL

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

RESOLUTION # 2024-400

Title: APPROVAL OF CHANGE ORDER #1 TO INSIGHT PUBLIC SECTOR FOR THE NEW JERSEY STATE MANDATED ADDITIONAL DATA RETENTION FOR AUTOMATIC LICENSE PLATE READER (ALPR) FLOCK CAMERAS EXPIRING 12/13/2028

WHEREAS, Insight Public Sector has been approved by Resolution #2023-312 on September 18, 2023 For (3) Three Automatic License Plate Readers (ALPR) Flock Cameras for \$44,995.50; and

WHEREAS, Insight Public Sector has submitted a proposal for an additional three (3) years of data retention services, expiring on December 13, 2028, at a cost of \$5,940.00, in compliance with a newly established New Jersey State mandate; and

WHEREAS, the Township Council desires to approve Change Order #1 for Insight Public Sector and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord #23-08 C-04-55-437-820

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 to Insight Public Safety is hereby approved to increase the contract total to \$50,935.50 is hereby awarded.

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

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 December 16, 2024.

Julie A. Picard
Julie A Picard, Township Clerk



INSIGHT PUBLIC SECTOR, INC.
 2701 E INSIGHT WAY
 CHANDLER AZ 85286-1930
 Tel: 800-467-4448

Account name: 10034458

TOWNSHIP OF LOWER NJ
 405 BREAKWATER RD
 CAPE MAY NJ 08204-4502

SHIP-TO

TOWNSHIP OF LOWER NJ
 405 BREAKWATER RD
 CAPE MAY NJ 08204-4502

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Quotation	
Quotation Number	: 0227990697
Document Date	: 03-DEC-2024
PO Number	:
PO Release	:
Sales Rep	: Dana Zampella
Email	: DANA.ZAMPELLA@INSIGHT.COM
Phone	: +17326068362
Sales Rep 2	: Natalie Whiteman
Email	: NATALIE.WHITEMAN@INSIGHT.COM
Phone	: +17326068384

A signature below is required at time of Purchase Order if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing POs annually, Insight will require POs for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

COVERAGE DATES: 12/14/2024 - 12/13/2028

TERM START: Unless otherwise noted, the Term shall commence upon first installation and validation of Flock Hardware

THIS IS A 4 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - Line 20 - \$1,485.00 plus tax if applicable- Invoiced 100% upon issuance of PO
 Year 2 - Line 30 - \$1,485.00 plus tax if applicable - Invoiced at first anniversary
 Year 3 - Line 40 - \$1,485.00 plus tax if applicable - Invoiced at second anniversary
 Year 4 - Line 50 - \$1,485.00 plus tax if applicable - Invoiced at third anniversary
 Total Contract Commit - \$5,940.00 plus applicable tax

Material	Material Description	Quantity	Unit Price	Extended Price
PARTNER-MDS-PO	MANUAL PO - SALES NOTES TO PURCHASING	1		
<i>Solution includes the following:</i>				
<u>FLCK-FALCON-EXTD3</u>	<i>Flock Group Inc - Extended Data Retention</i>	3	495.00	1,485.00
	Coverage Dates: 14-DEC-2024 - 13-DEC-2025 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)			
<u>FLCK-FALCON-EXTD3</u>	<i>Flock Group Inc - Extended Data Retention</i>	3	495.00	1,485.00
	Coverage Dates: 14-DEC-2025 - 13-DEC-2026 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)			
<u>FLCK-FALCON-EXTD3</u>	<i>Flock Group Inc - Extended Data Retention</i>	3	495.00	1,485.00
	Coverage Dates: 14-DEC-2026 - 13-DEC-2027 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)			
<u>FLCK-FALCON-EXTD3</u>	<i>Flock Group Inc - Extended Data Retention</i>	3	495.00	1,485.00
	Coverage Dates: 14-DEC-2027 - 13-DEC-2028 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)			

Product Subtotal	5,940.00
TAX	0.00
Total	5,940.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dana Zampella
+17326068362
DANA.ZAMPELLA@INSIGHT.COM

Natalie Whiteman
+17326068384
NATALIE.WHITEMAN@INSIGHT.COM

Any purchase and use of Citrix Cloud Platform and Citrix Enterprise Software-As-A-Service ("SaaS") Subscriptions is subject to the following Citrix terms of use: <https://www.insight.com/CitrixNaspoTerms>

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.


This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Insight Public Sector, Inc.

Township of Lower New Jersey

Signature:

Signature: 

Name:

Name: Frank Sippal

Title:

Title: Mayor

Date:

Date: 12-16-2024

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

RESOLUTION # 2024-401

Title: AWARD NATIONAL COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL TO HUNTER JERSEY PETERBILT TO PURCHASE ONE (1) 2025 OR NEWER PETERBILT 548 TANDEM AXLE CAB & CHASSIS WITH A 60,000 LB GVW

WHEREAS, The Township of Lower participates in Sourcewell National Cooperative Purchase Agreement, Membership #28077; and intends to Purchase One (1) 2025 or Newer Peterbilt 548 tandem axle cab & chassis with 60,000 lb. GVW; Contract #060920-PMC Expires July 9, 2028; and

WHEREAS, The Township of Lower is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3); and NCOOP Bid #2024-27 was advertised on November 27, 2024 with comment period ending December 6, 2024; and was reviewed by the QPA and Gary Douglass; and

WHEREAS, the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation:	Ord #21-16 C-04-55-431-220 \$16,369.72
	Ord #22-06 C-04-55-434-250 \$55,000.00
	Ord #23-08 C-04-55-437-220 \$45,996.71
	<u>Ord #24-04 C-04-55-439-220 \$45,396.37</u>

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 to Hunter Jersey Peterbilt pursuant to the proposal submitted in response to the Sourcewell National Cooperative Request for Proposals as follows:

AWARD:	HUNTER JERSEY PETERBILT
TOTAL	\$162,762.80

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

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

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 December 16, 2024

Julie A. Picard
Julie A. Picard, Township Clerk

HUNTER TRUCK

CLARKSBURG

11/12/2024

Lower Township
2800 Bayshore Rd.
Villas, NJ 08251

As per the request of your salesman, Chris Turk, we are pleased to offer the following for your consideration. In accordance with Sourcwell Contract# 060920-PMC:

One (1) or more 2025 or newer model year or newer Peterbilt 548 tandem axle cab & chassis with a 60,000 lb. GVW. Priced per unit.

20,000 lb. front axle & front suspension
46,000 lb. rear axle & rear suspension
Paccar PX-9 300 HP Diesel Engine
Allison 3500RDS-P Automatic transmission

Basic One (1) year standard warranty
Cab & frame rails to have a standard 3-year, 300,000-mile warranty.
Engine Standard warranty to be 2 years, 200,000 miles.
Transmission standard warranty to be 3 years, unlimited miles.

Total Peterbilt List Price	\$177,068.00
15% Sourcwell Contract discount.....	(\$26,580.20)
Total Sourcwell price for Peterbilt 548.....	\$150,507.80

Options:

Pre-delivery detail.....	\$350.00
Delivery cost.....	\$600.00
Floor plan cost.....	\$4,000.00
Manuals.....	\$645.00
Base Warr: Emissions (CARB Surcharge) 5YR/150K MI	\$2,890.00
PACCAR Protection Plan 1 (5/100) CARB.....	\$1,200.00
Basic Vehicle Medium Duty (CARB) (3/150)	\$1,570.00
3 Year Towing coverage.....	\$1,200.00
Total cost of options.....	\$12,255.00
Total Delivered Price	\$162,762.80

Date of Acceptance 11/13/24
By: [Signature]
Cathy Doucens

Hunter Jersey Peterbilt
Chris Turk

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

RESOLUTION #2024-402

Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES FOR THE ENGINEERING AND SURVEY SERVICES FOR RESURFACING OF BEACH AVENUE & DELAWARE AVENUE-SPRUCE AVENUE TO FRANCES AVENUE (LT-C-061)

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, DeBlasio & Associates provided a proposal for the Engineering Phase for the Resurfacing of Beach Avenue & Delaware Avenue-Spruce Avenue to Frances Avenue which includes Survey and Base Mapping, Roadway Coring for Pavement Design, Design Plans, Specifications and NJDOT Grant & Project Administration for a fee of \$38,000.00; 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: Ord #23-03 C-04-55-436-100

Signature: *Lauren Read*
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, a Professional Service Contract without public bidding is awarded as follows The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A in the amount of \$38,000.00 is hereby approved:

Survey and Base Mapping
Roadway Coring for Pavement Design
Design Plans and Specifications
NJDOT Grant & Project Administration Total \$38,000.00

BE IT FURTHER RESOLVED that a notice of Award of Professional Service Contract for the above award shall be published in the Township's Official paper.

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

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 December 16, 2024.

Julie A. Picard
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

November 26, 2024

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
FY2025 NJDOT Municipal Aid
Resurfacing of Beach Avenue & Delaware Avenue – Spruce Avenue to Frances Avenue
Survey and Engineering Phase
D&A File #: LT-C-061**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering and survey services for the **FY2025 NJDOT Municipal Aid Resurfacing of Beach Avenue & Delaware Avenue – Spruce Avenue to Frances Avenue**

As you are aware, the NJDOT has recently notified the Township that a \$158,190.00 grant has been allocated for the Resurfacing of Beach Avenue & Delaware Avenue from Spruce Avenue to Frances Avenue.

➤ Engineering & Survey Phase Cost:	\$38,000.00
• Survey and Base Mapping	
• Roadway Coring for Pavement Design	
• Design Plans and Specifications	
• NJDOT Grant & Project Administration	
Total Professional Service Fee:	\$38,000.00

Enclosed please find one (1) copy of the project location map for your reference.

Upon your authorization, we are prepared to begin work immediately on the Township's **FY2025 NJDOT Municipal Aid Resurfacing of Beach Avenue & Delaware Avenue – Spruce Avenue to Frances Avenue.**

Should you have any questions or require any additional information, please do not hesitate to contact Will Hanson or myself at our office. Thank you for the opportunity to submit this proposal.

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



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

President

T: 609-854-3311

Marc@deblasloassoc.com

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



PROJECT LOCATION MAP
FY 2025 NJDOT MUNICIPAL AID RESURFACING OF BEACH AVENUE &
DELAWARE AVENUE
Township of Lower, Cape May County, New Jersey
Date: 11/25/2024

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

RESOLUTON #2024-403

Title: **AMEND RESOLUTION #2024-05; APPOINTMENT OF MUNICIPAL ENGINEER FOR THE YEAR 2024 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, Resolution #2024-05 was adopted by Township Council at a meeting held January 3, 2024 to appoint DeBlasio & Associates as the Township Engineers for the year 2024 at the amount of Not To Exceed \$450,000.00; and

WHEREAS, DeBlasio & Associates have provided proposals for Capital Projects resulting in a request to increase the Not To Exceed Amount by an additional \$ 150,000.00 ; making the new Not To Exceed Amount \$ 600,000.00

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

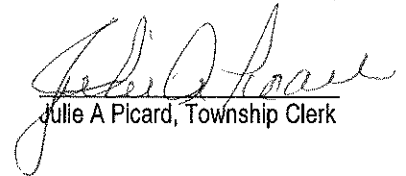
Appropriation: Various Capital Ordinances

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 the aforementioned amendment to Resolution #2024-05 in the amount of \$ 1500,000 is hereby approved, increasing the Not To Exceed amount to \$ 600,000.00

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

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 December 16, 2024.


Julie A Picard, Township Clerk

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

RESOLUTION #2024-404

Title: A RESOLUTION RATIFYING AND AFFIRMING A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOWER TOWNSHIP POLICE DEPARTMENT, THE UNITED STATES ATTORNEY'S OFFICE FOR THE DISTRICT OF COLUMBIA, AND THE METROPOLITAN POLICE DEPARTMENT OF WASHINGTON D.C. TO PROVIDE ADDITIONAL LAW ENFORCEMENT PERSONNEL AND RESOURCES DURING THE 2025 PRESIDENTIAL INAUGURATION IN WASHINGTON D.C.

WHEREAS, the United States Attorney's Office for the District of Columbia recently contacted the Lower Township Police Department and requested that it provide law enforcement personnel and resources to participate in the Presidential Inauguration Task Force in Washington D.C. from January 17, 2025 through January 21, 2025; and

WHEREAS, the Presidential Inauguration Task Force is a joint operation which includes the United States Attorney's Office for the District of Columbia, the Metropolitan Police Department of Washington D.C., the United States Marshals Service, the United States Secret Service, the United States Federal Bureau of Investigation, the National Park Service, and other state, federal and local agencies from areas throughout the United States; and

WHEREAS, the Presidential Inauguration Task Force is intended to achieve maximum coordination and cooperation by combining resources to effectively implement measures to promote the safety of the President of the United States, inaugural participants, the public, visitors, and residents alike, the goals and objectives of which have been reduce to a Memorandum of Understanding, a copy of which is attached hereto; and

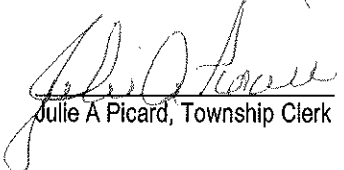
WHEREAS, the Chief of the Lower Township Police Department has determined that the Department has sufficient manpower and resources to participate and assist the Presidential Inauguration Task Force; and

WHEREAS, the Township Council of the Township of Lower recognizes that Presidential Inaugurations are historic events that necessitate significant law enforcement presences to ensure the safety of the President of the United States, inaugural participants, the public, visitors, and residents alike, and the Council fully supports the goals and objectives of Presidential Inauguration Task Force, and therefore seeks to ratify and affirm the relationship between the parties and the responsibilities and obligations set forth within the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council hereby ratifies and affirms the Memorandum of Understanding entered into between the Lower Township Police Department, the Attorney's Office for the District of Columbia, and the Metropolitan Police Department of Washington D.C. to provide law enforcement personnel and resources to participate and assist the Presidential Inauguration Task Force in Washington D.C. from January 17, 2025 through January 21, 2025.

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

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 December 16, 2024.


Julie A Picard, Township Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed by the United States Attorney's Office for the District of Columbia, the Metropolitan Police Department of Washington, D.C. (MPD) and the LOWER TOWNSHIP POLICE DEPARTMENT.

I. PURPOSE

The purpose of the MOU is to outline the mission of the Presidential Inauguration Task Force (PITF) in the Washington, D.C. area from Friday, January 17, 2025, to Tuesday, January 21, 2025. Additionally, this MOU defines relationships between the U.S. Marshals Service, MPD and the LOWER TOWNSHIP POLICE DEPARTMENT, as well as other participating agencies with regard to policy, guidance, utilization of resources, planning, training, public relations and media in order to maximize interagency cooperation.

II. MISSION

The mission of the PITF is to achieve maximum coordination and cooperation in bringing to bear combined resources to effectively implement measures to promote the safety of the President of the United States, inaugural participants, the public, visitors and residents while allowing individuals and groups to exercise their legal rights.

Additionally, all units that are participating agencies will coordinate their activities and be considered a member of the PITF, sharing information and coordinating investigative and law enforcement efforts which may result from any apprehensions originating from the PITF.

III. ORGANIZATIONAL STRUCTURE

A. Direction

The LOWER TOWNSHIP POLICE DEPARTMENT acknowledges that the PITF is a joint operation in which all agencies, including the MPD, the United States Attorney's Office for the District of Columbia, United States Marshals Service, United States Secret Service, United States Federal Bureau of Investigation, National Park Service, the LOWER TOWNSHIP POLICE DEPARTMENT and other agencies, act as partners in the operation of the PITF. The Command Center for the operations will be located at the MPD Headquarters and will be staffed by officers from the United States Marshals Service, MPD, U.S. Park Police, and the Federal Bureau of Investigation. These officers will serve as the Executive Council for this operation.

B. Supervision

The day-to-day operation and administrative control of the PITF will be the responsibility of MPD's Inaugural Planning Committee Commanding Officer. The Inaugural Planning Committee Commanding Officer will coordinate with supervisory personnel of the United States Secret Service as the sponsoring agency for Special Deputation (federal) and with MPD as the lead agency for the operation. The daily management of the PITF will be closely monitored by the MPD.

Responsibility for the conduct of the PITF members, both personally and professionally, shall remain with the respective agency directors subject to the provisions in Section IX (Liability).

C. Unilateral Law Enforcement Action

There shall be no unilateral action taken on the part of any participating non-federal or non-MPD law enforcement agency relating to PITF activities. All law enforcement action by participating non-federal and non-MPD law enforcement agencies must be coordinated and conducted in a cooperative manner under the direction of the Executive Council and the MPD.

IV. PROCEDURES

A. Personnel

Continued assignment of personnel to the PITF will be based upon performance and will be at the discretion of the respective agency. Each participating agency will be provided with reports as necessary regarding the program, direction, and accomplishment of the PITF.

B. Deputation

All local and state law enforcement personnel designated to the PITF will be subject to background inquiry and will be federally deputized, with the United States Marshals Service securing the required deputation authorization. These deputations will remain in effect throughout the tenure of each officer's assignment to the PITF or until termination of the PITF, whichever occurs first. Each individual deputized as a Special Deputy U.S. Marshal will have all necessary law enforcement authority as provided by 28 U.S.C. § 566(e) and (d); 28 U.S.C. § 564; 18 U.S.C. § 3053; 28 C.F.R. § 0.112, and the deputation authority of the Deputy Attorney General. The Special Deputy U.S. Marshals will be responsible for: 1) performing necessary law enforcement steps to keep the peace of the United States; 2) enforcing federal law (e.g., 18 U.S.C. §§ 112, 1116, and 878, as well as other provisions of that title); 3) protecting visiting foreign officials, official guests, and internationally protected persons; 4) taking necessary law enforcement steps to prevent violations of federal law, and; 5) enforcing District of Columbia law as a result of the deputation (see D.C. Official Code § 23-581 and 28 U.S.C. § 564).

Individuals deputized as Special Deputy U.S. Marshals pursuant to this MOU who suffer a disability or die as a result of personal injury sustained while acting within the course and scope of their official duties and assignments pursuant to this MOU shall be treated as a federal employee as defined by Title 5 U.S.C. § 8101. Any such individuals who apply to the U.S. Department of Labor for federal workers' compensation under Section 3374 must submit a copy of this MOU with his or her application. All applicants will be processed by the U.S. Department of Labor on a case-by-case basis in accordance with applicable law and regulation.

C. Law Enforcement Activities

Since it is anticipated that almost all cases originating from any PITF arrests will be prosecuted at the state or local level, the law enforcement methods employed by all participating law enforcement agencies shall conform to the requirements of the relevant state or local statutory or common law pending a decision as to a change of venue for prosecution.

D. Prosecution

The criteria for determining whether to prosecute a particular violation in federal or state court will focus upon achieving the greatest overall benefit to law enforcement and the community. Any question which arises pertaining to prosecutorial jurisdiction will be resolved through the Executive Council. The U.S. Attorney's Office for the District of Columbia has agreed to formally participate in the PITF and will adopt policies and seek sentences that meet the needs of justice.

V. ADMINISTRATIVE

A. Records and Reports

All records and reports generated by PITF members shall be routed through MPD's Inaugural Planning Committee Commanding Officer who shall be responsible for maintaining custody and proper dissemination of said records and reports as he or she deems appropriate.

B. Staff Briefings

Periodic briefings on PITF law enforcement actions will be provided to the directors of the participating agencies or their designees. Statistics regarding accomplishments will also be provided to the participating agencies as available.

VI. MEDIA

All media releases pertaining to PITF law enforcement activity and/or arrests will be coordinated by the Executive Council. No unilateral press releases will be made by any participating agency without the prior approval of the Executive Council. No information pertaining to the PITF itself will be released to the media without Executive Council approval.

VII. EQUIPMENT

A. PITF Vehicles

Each participating agency, subject to availability and individual agency policy, agrees and authorizes PITF members to use vehicles, when available, owned or leased by those participating agencies, in connection with PITF law enforcement operations. Each participating agency agrees to be responsible for any negligent act or omission on the part of its agency or its employees, and for any liability resulting from the misuse of said vehicles, as well as any damage incurred to those vehicles as a result of any such negligent act or omission on the part of the participating agency or its employees, subject to the provisions of Section IX (Liability).

Participating agency vehicles assigned to the PITF are subject to funding availability, are provided at the discretion of the supervisor of the providing agency, and will be used only by PITF members. Vehicles provided by participating agencies will be used only during working hours and will not be used for transportation to and from work by task force members or used for any other purpose. Participating agencies will provide maintenance and upkeep of their vehicles consistent with each agency's policy. Vehicles provided as pool vehicles for PITF use will be parked at the end of each shift at a location determined by MPD's Inaugural Planning Committee Commanding Officer or his/her designee.

B. Other Equipment

Other equipment furnished by any agency for use by other agencies' participating personnel shall be returned to the originating agency upon termination of the PITF or this MOU.

VIII. FUNDING

The LOWER TOWNSHIP POLICE DEPARTMENT agrees to provide the full-time services of its respective personnel for the duration of this operation, and to assume all personnel costs for their PITF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policies and procedures. Reimbursement for the cost of such personnel will be made by the District of Columbia, with funds provided by the United States and from general revenue.

IX. LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Liability for PITF employees' acts or omissions undertaken outside the terms of this MOU are the sole responsibility of the respective employee or agency involved.

For the limited purpose of defending tort claims arising out of PITF activity, state or local law enforcement officers who are specially deputized as Deputy U.S. Marshals may request that the Attorney General or his designee certify under 28 U.S.C. § 2679(d) that the officer was an employee of the U.S. government acting in the scope of office or employment at the time of the incident out of which the claim arose. Upon certification, the United States is substituted as the defendant under the Federal Tort Claims Act and the case proceeds against the United States. This procedure does not apply to claims for violations of federal constitutional or statutory rights. *See* 28 U.S.C. 2679(b)(2). Decisions regarding certification under § 2679 are made on a case-by-case basis and no guarantee is made that any PITF personnel will be certified under this provision.

PITF-deputized officers may request representation by the U.S. Department of Justice for individual-capacity civil claims arising from actions taken within the scope of deputation under this MOU. *See* 28 C.F.R. § 50.15. The Department of Justice determines whether to provide individual-capacity representation on a case-by-case basis applying the criteria in § 50.15. Legal representation by the Department of Justice is discretionary and not guaranteed.

To request certification of scope of employment under 28 U.S.C. § 2679(d) or legal representation under 28 C.F.R. § 50.15, a PITF-deputized officer should submit a written request to the Civil Division of the U.S. Attorney's Office for the District of Columbia. The United States Attorney's Office for the District of Columbia will forward the request to the Civil Division of the United States Department of Justice together with a recommendation concerning scope of employment as a deputized federal officer and Department representation. 28 C.F.R. § 50.15(a)(3).

A PITF-deputized officer may request indemnification for an adverse judgment under the circumstances set forth in 28 C.F.R. § 50.15(e). Indemnification decisions are discretionary and made on a case-by-case basis. Indemnification is not guaranteed.

PITF officers from participating agencies covered by the provisions of § 7302 of the National Intelligence Reform and Terrorism Prevention Act of 2004, PL 108-458, 118 Stat. 3538, as amended, and PL 110-250, 122 Stat. 2318 ("the Act"), also have the liability protection afforded by the Act

X. DURATION


This MOU shall remain in effect until the conclusion of the PITF as specified in Part I (Purpose) above, unless that date is modified as set forth in Section XI, and subject to the availability of necessary funding. The United States Attorney's Office for the District of Columbia or the Metropolitan Police Department may terminate this agreement at any time. The LOWER TOWNSHIP POLICE DEPARTMENT may withdraw from this MOU at any time by providing a seven-day written notice of its intent to withdraw to the MPD. Upon the termination of the MOU, all equipment will be returned to the supplying agencies.

XI. MODIFICATIONS

The terms of this MOU may be modified at any time by written consent of all parties. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

XII. LIMITATION

Nothing in this MOU is intended to, or shall be construed to create enforceable rights in third parties.



MURIEL BOWSER
MAYOR
DISTRICT OF COLUMBIA

MATTHEW M. GRAVES
UNITED STATES ATTORNEY
DISTRICT OF COLUMBIA

eSigned via Sealless.com
Kevin E. Lewis
Key: 43e63971-121a-4b2f8b-d9-22692a310291

KEVIN LEWIS
CHIEF OF POLICE
LOWER TOWNSHIP
POLICE DEPARTMENT
ERMA, NEW JERSEY

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

RESOLUTION #2024-405

Title: TRANSFER OF 2024 APPROPRIATIONS

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriation transfers during the last two months of the current fiscal year when it has been determined that any appropriation is insufficient to pay the claims authorized or incurred during the current year, which are chargeable to said appropriation, and there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, State of New Jersey that the following transfers totaling \$83,000 be made between the 2024 budget appropriations:

LINE ITEM		ACCT. NUMBER	TO	FROM
FINANCE	S&W	4-01-20-130-100	10,000.00	
ASSESSOR	S&W	4-01-20-150-100	3,000.00	
PLANNING	S&W	4-01-20-170-100	4,000.00	
BUILDINGS & GROUNDS	S&W	4-01-20-310-100	3,000.00	
RECREATION	S&W	4-01-28-370-100	5,000.00	
RECREATION	OE	4-01-28-370-200	15,000.00	
PUBLIC EVENTS	OE	4-01-30-420-200	3,000.00	
STREET LIGHTING	OE	4-01-31-435-200	40,000.00	
CLERK	S&W	4-01-20-120-100		20,000.00
BOCA	S&W	4-01-22-195-100		40,000.00
NATURAL GAS	OE	4-01-31-446-299		23,000.00
TOTAL TRANSFER			83,000.00	83,000.00

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

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 December 16, 2024


Julie A Picard, Township Clerk

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

RESOLUTION #2024-406

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL RELEASE CONCERNING THE RESTORATION OF DUNES LOCATED BETWEEN ROSEHILL PARKWAY AND BEACH DRIVE DAMAGED BY WOozy PICTURES, LLC WHILE FILMING A MOVIE IN THE TOWNSHIP OF LOWER

WHEREAS, on September 4, 2024, the Township Council of the Township of Lower adopted Resolution 2024-285, granting approval to Woozy Pictures, LLC to film a movie along the Delaware Bay between Rosehill Parkway and Beach Drive on September 3, 2024 and September 4, 2024;

WHEREAS, shortly after filming was completed, the Township received reports of damage to the dunes located between Rosehill Parkway and Beach Drive sustained during film production by a vehicle operated by Woozy Pictures, LLC which damaged and/or destroyed dune grass/plantings;

WHEREAS, Woozy Pictures, LLC has acknowledged to the Township of Lower that it was responsible for the damage sustained to the dunes; and

WHEREAS, Woozy Pictures, LLC advised the Township of Lower of its intent to remedy the situation and to restore the dunes to the condition that they were in prior to sustaining the damage in question; and

WHEREAS, the Township of Lower obtained a quote in the amount of \$9,000.00 to restore the dunes located between Rosehill Parkway and Beach Drive to their original condition; and

WHEREAS, Woozy Pictures, LLC has agreed to assume all costs associated with the required repairs; and

WHEREAS, the Township of Lower and Woozy Pictures, LLC have agreed to resolve this situation in order to avoid the time and expenses associated with protracted litigation and potential civil charges, and Woozy Pictures, LLC has agreed to tender the sum of \$9,000.00 to the Township of Lower for it to restore the dunes to their original condition in accordance with New Jersey Environmental Protection Watershed & Land Management Permit 0505-04-0031.5 LUP210001; and

WHEREAS, in an effort to resolve this claim and to memorialize the rights, obligations, and responsibilities of the parties, the Township of Lower and Woozy Pictures, LLC have negotiated the terms of a Mutual Release, a copy of which is annexed hereto, which resolves the claim the Township of Lower maintains against the Woozy Pictures, LLC.

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 Council of the Township of Lower hereby authorizes and approves the settlement of the above referenced property damage claim, in accordance with the terms and conditions set forth within the attached Mutual Release.

BE IT FURTHER RESOLVED that the Mayor and/or Township Manager are hereby authorized to execute the attached Mutual Release.

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT. Rows for CONRAD, COOMBS, ROY, PERRY, SIPPEL. Checkmarks are present in the MOTION, AYE, and SECOND columns for various members.

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 December 16, 2024.

Handwritten signature of Julie A. Picard, Township Clerk.

MUTUAL RELEASE

THIS MUTUAL RELEASE (“Release”) is made this 16 day of December, 2024, by and between **THE TOWNSHIP OF LOWER** (HEREINAFTER THE “TOWNSHIP”), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251, and **WOOZY PICTURES, LLC** (HEREINAFTER “WOOZY”), doing business at 98-34 63rd Drive Apt 8A Rego Park, New York 11374, who may collectively be denominated as the “Parties” in this Release and each may be called, separately, a “Party.”

RECITALS

WHEREAS, on September 4, 2024, the Township adopted Resolution 2024-285, granting approval to Woozy Pictures, LLC to film a movie along the Delaware Bay between Rosehill Parkway and Beach Drive on September 3, 2024 and September 4, 2024;

WHEREAS, shortly after filming was completed it was reported to the Township and the Lower Township Police Department that dunes located between Rosehill Parkway and Beach Drive had sustained damage during film production by a vehicle operated by Woozy which destroyed dune grass/plantings;

WHEREAS, Woozy has acknowledged to the Township that it was responsible for the damage sustained to the dunes, and they have expressed a desire to remedy the situation and to restore the dunes to the condition that they were in prior to sustaining the damage in question, and they have further agreed to assume all costs associated with said repairs; and

WHEREAS, the Parties have agreed to settle their dispute in order to avoid the time and expenses associated with protracted litigation and potential civil charges. Accordingly, Woozy shall pay the Township the agreed upon sum of **NINE THOUSAND (\$9,000.00) DOLLARS** as outlined within paragraph 3 below in order to cover any and all costs incurred by the Township in order to restore the dunes in question to their original condition in accordance with New Jersey Environmental Protection Watershed & Land Management Permit 0505-04-0031.5 LUP210001. In consideration for said payment, the Township hereby agrees waive any and all past, present, and future claims it may have against Woozy, and Woozy hereby agrees waive any and all past, present, and future claims it may have against the Township.

WITNESSETH

Now Therefore, in consideration of the representations and covenants set forth in this Release and for the releases mutually made by each of the Parties below, and for other good and valuable consideration, the receipt of which the Parties hereto acknowledge, the Parties intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above in this Release are incorporated into this paragraph as though set forth in verbatim.

2. Release. The Parties, each to the other, hereby specifically mutually release, acquit, and forever discharge the other Party and give up any and all claims, demands, causes of actions, debts, liabilities, lawsuits, and rights of whatsoever nature, which each of the Parties may have against each other, whether known or unknown, asserted or unasserted, liquidated or unliquidated, contingent or fixed, whether in contract or tort, such as all claims for bodily injuries; property damage; loss and expense which heretofore has been paid or which hereafter may be sustained or suffered; pain and suffering, past present and future, which have accrued, may accrue, or could accrue from the beginning of time until the date of this Mutual Release, relating to all claims and demands and causes of action, or otherwise, which the Township could have, should have, may have or was required to have asserted with regards to the above referenced damage to the Dunes caused by Woozy, or which Woozy may have asserted against the Township. The Parties hereby do and by this Mutual Release further waive, remise, release, and forever discharge each other and their predecessors, successors, assigns, executors, administrators, heirs, affiliates, and legal representatives, and their officers, directors, employees, and agents from and against such claims, demands, liabilities, actions, causes of actions, lawsuits, accounts, covenants and damages whatsoever of every name and nature they may each have against the other.

The fulfillment of the requirements set forth within Paragraph 3 below shall constitute a full accord and satisfaction and be in complete compromise of all disputed claims by and between the Parties, their predecessors, successors, executors, administrators, heirs, assigns, affiliate, and legal representatives, provided, however, that payment of the aforesaid sum is not an admission of liability, but is made for the purpose of settling and resolving such disputes, demands, causes of action, claims, and related matters between the Parties as set forth in this Release.

3. Requirements. In accordance with the recitals set forth above, Woozy hereby agrees to pay to the Township the sum of **NINE THOUSAND (\$9,000.00) DOLLARS** in order to resolve any and all outstanding disputes between parties pertaining to the above referenced damage to the Dunes caused by Woozy during film production that occurred on September 3, 2024 and September 4, 2024 along the Delaware Bay between Rosehill Parkway and Beach Drive. This payment is intended to cover any and all costs incurred by the Township in order to restore the dunes in question to their original condition in accordance with New Jersey Environmental Protection Watershed & Land Management Permit 0505-04-0031.5 LUP210001. Woozy hereby consents to the automatic entry of a Judgment in favor of the Township in the event he defaults in the repayment of the sums outlined herein.

4. Binding Effect. This Release shall be binding upon and may be enforced by each Party hereto and their respective heirs, executors, administrators, successors, assigns, affiliates, and legal representatives.

5. Third Party Beneficiary. This Release shall not expand the rights of any persons who are not parties to this Release and no person or entity which is not a party to this Release shall acquire any rights hereunder, whether as a purported third-party beneficiary or otherwise.

6. No Oral Changes. This Release may be amended or changed only by a written document executed by all of the Parties hereto.

7. Effective Date. This Release shall be effective only after each of the Parties shall have duly executed at least two (2) originals for distribution to each of the respective Parties. This

Release may be signed by the Parties in multiple counterparts, each of which once executed, shall be deemed an original, but all of which together shall constitute one and the same Release.

8. Representation. the Township was represented by Robert T. Belasco, Esquire of the Law Offices of Stefankiewicz & Belasco, LLC, 111 East 17th Avenue, Suite 100, North Wildwood, New Jersey 08260 with respect to the drafting and execution of this Mutual Release. the Township specifically indicates that they are satisfied with the services of counsel, and further represents that they have had an adequate opportunity to discuss this Mutual Release, its provisions, and the effects thereof with counsel and that all questions regarding it have been answered to her satisfaction. Woozy was self-represented with respect to the drafting and execution of this Mutual Release. Woozy acknowledges that he had the right to consult with independent legal counsel prior to entering into this mutual release agreement. Each Party certifies that no pressure or duress has been executed by anyone to accept the terms of this Release, to settle this matter, and the parties expressly acknowledge that this settlement is being done freely, willingly, and voluntarily.

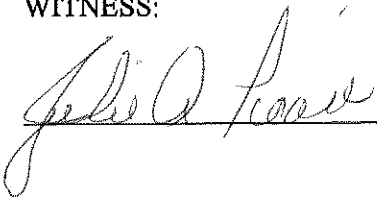
9. Headings. The headings in this Release are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof.

10. Governing Law. This Release shall be construed and interpreted in accordance with the Laws of the State of New Jersey, without applying or giving effect to conflicts of law rules.

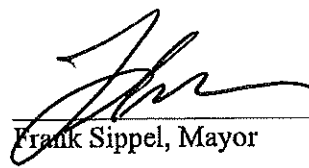
[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and date first above written.

WITNESS:




TOWNSHIP OF LOWER



Frank Sippel, Mayor

WITNESS:

WOOZY PICTURES, LLC



Lalit Bhatnagar, Authorized Signatory

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

RESOLUTION #2024-407

Title: A RESOLUTION AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR AND DEPUTY EMERGENCY MANAGEMENT COORDINATORS

WHEREAS, pursuant to N.J.S.A. App. A:9-33 et seq. municipalities located within the State of New Jersey are required to appoint a Municipal Emergency Management Coordinator; and

WHEREAS, the Township's current Emergency Management Coordinator has informed the Township of his intent to retire at the end of the 2024 calendar year; and

WHEREAS, pursuant to N.J.S.A. App. A:9-40.1 and Township Code § 56-2(A), the Mayor is the individual authorized to appoint an Emergency Management Coordinator for a term of three (3) years, conditioned upon the Emergency Management Coordinator having completed, or completing in one (1) year from the date of their appointment, the current approved Home Study Course and the basic Emergency Management workshop; and

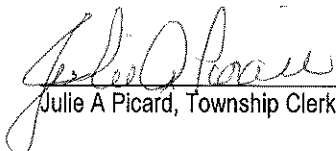
WHEREAS, the Township Council of the Township of Lower has elected to endorse the Mayor's appointment of an Emergency Management Coordinator and Deputy Emergency Management Coordinators.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Gary Douglass is hereby appointed as the Emergency Management Coordinator for the Township of Lower for a term of three (3) years, commencing January 1, 2025 through December 31, 2027, subject to Gary Douglass having completed, or completing in one (1) year from the date of this appointment, the current approved Home Study Course and the basic Emergency Management workshop.

BE IT FURTHER RESOLVED that Kathryn Crecca and Eileen Kreis are hereby appointed as Deputy Emergency Management Coordinators for the Township of Lower for a term of three (3) years, commencing January 1, 2025 through December 31, 2027, subject to Kathryn Crecca and Eileen Kreis having completed, or completing in one (1) year from the date of this appointment, the current approved Home Study Course and the basic Emergency Management workshop.

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

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 December 16, 2024.


Julie A Picard, Township Clerk

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

RESOLUTION #2024-408

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH MARTIN APPRAISAL ASSOCIATES, INC. FOR TWO (2) COMMERCIAL APPRAISALS**

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Martin Appraisal Associates, Inc. has submitted a proposal to provide professional commercial property appraisal services for two (2) properties across multiple tax years, at a total cost of \$23,500.00; and

WHEREAS, the proposal includes the appraisal of (1) Acme, which is part of the Bayshore Mall consisting of several commercial establishments, at a cost of \$12,500.00, and (2) the Complete Care Nursing Home Assisted Living Facility, at a cost of \$11,000.00; and

WHEREAS, these appraisals are necessary to estimate the market value of the properties for the purpose of appealing the assessed valuations for the specified tax years; 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: 4-01-20-150-299

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, a Professional Service Contract without public bidding is awarded as follows:

Commercial Appraisals for multiple tax years for the following properties:

ACME	741.01/28.01	\$12,500.00
Complete Care Nursing Home Assisted Living Facility	741.01/2.01	\$11,000.00
TOTAL		<u>\$23,500.00</u>

BE IT FURTHER RESOLVED that a notice of Award of Professional Service Contract for the above award shall be published in the Township's Official paper.

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

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 December 16, 2024.

Julie A. Picard
Julie A Picard, Township Clerk

24-408



MARTIN APPRAISAL ASSOCIATES, INC.

3525 QUAKERBRIDGE ROAD, SUITE 5200 HAMILTON, NJ 08619
PHONE: 609-438-9063 FAX: 609-438-9065 martinmaicre@gmail.com

December 9, 2024

Township of Lower
Attn: Elizabeth Ross, CTA
CRS Coordinator
Via email: eross@townshipoflower.org

RE: Real Estate Appraisal and Consulting Services

- Complete Care – Block 741.01, Lot 2.01
- Acme – p/o Bayshore Mall - Block 741.01, Lot 28.01

Dear Ms. Ross:

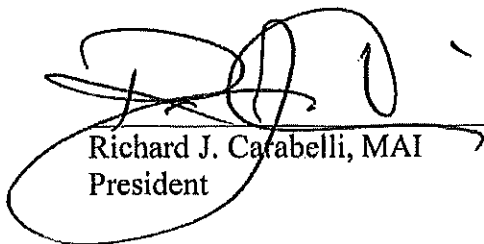
Martin Appraisal Associates will be happy to provide professional appraisal and consultation services, to Lower Township, Cape May County, NJ relating to the referenced properties for multiple tax year state tax court appeals.

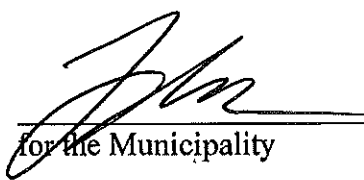
The court ready appraisals and all appraisal documents will conform to the Uniform Standard of Professional Appraisal Practice of the Appraisal Foundation (USPAP). We look forward to working with the Township of Lower on this assignment. The reports will be completed by any court ordered exchange dates.

The Township of Lower agrees to pay Martin Appraisal the following compensation, as to:

- Complete Care – Block 741.01, Lot 2.01..... \$11,000
- Acme – p/o Bayshore Mall - Block 741.01, Lot 28.01..... \$12,500

These fees pertain to court ready appraisal reports. Any additional services relating to pre-trial or trial work will be billed separately at the rate of \$200 per hour. We look forward to working with you on this project.


Richard J. Carabelli, MAI
President


for the Municipality



3525 QUAKERBRIDGE ROAD, SUITE 5200 HAMILTON, NJ 08619
PHONE: 609-438-9063 FAX: 609-438-9065 martinmaicre@gmail.com

October 7, 2024

Paul J. Baldini, P.A.
4413 New Jersey Avenue
Wildwood, NJ 08260
Via email only: paul@paulbaldinilaw.com

RE: Appraisal Proposal
Cape May County, NJ

Dear Mr. Baldini:

Pursuant to your request, we are happy to submit a proposal for the appraisal of the following properties:

Lower Township – multiple tax years Acme as part of Bayshore Mall – several commercial establishments	741.01/28.01	\$12,500
Lower Township – multiple tax years Complete Care Nursing Home Assisted Living Facility	741.01/2.01	\$11,000

The appraisals shall be prepared for the municipalities and is for their sole and exclusive use. We request that you seek our written authorization before releasing the reports to any other party, except for the municipalities' designees.

The purpose of the appraisals is to estimate the market value of the property for the appeal tax years. The legal property appraised will be the fee simple interest. The properties will be valued as of October 1 of the applicable tax years. The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP).

RE: Appraisal Proposal
Cape May County, NJ

The estimated completion date of the appraisals is before _____. The total fee for this assignment will be \$23,500. This fee does not include the cost of pre-trial or trial work. The cost for this service will be billed separately, if needed, at the rate of \$200 per hour.

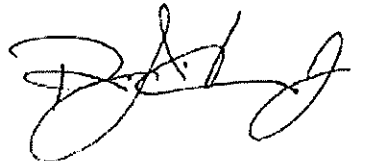
A bill for the appraisal fee will be presented and immediate payment will be requested at the time the report is completed. Any unpaid balance of our invoice will accrue interest at 1½% per month until paid in full.

We can only complete the appraisal assignment if we receive from you in a timely manner any relevant information needed for the preparation of the report. To complete the appraisals, the following information will be needed (if available):

1. Contact name and phone number of person to arrange for the property inspection.
2. Plot plans or survey for the property.
3. Legal descriptions.
4. Copy of current title insurance policy, if available.
5. Deed restrictions, easements, covenants.
6. Engineering reports (i.e., hazardous materials, assessments, and physical condition survey).
7. Summary of recent offers to purchase or current listings, if any.
8. Any "unusual" conditions we should consider in our analysis.
9. Floor plans delineating tenant spaces.
10. Detailed scope and cost of recent and prospective capital improvements or repairs.
11. Current rent roll by tenant and lease abstracts.
12. Detailed annual income and expense statements for at least three years prior to the applicable tax years under appeal.

We will proceed with the preparation of the appraisals upon receipt of a signed copy of this letter and an initialed copy of the Statement of Limiting Conditions. If you have any questions about anything contained in this proposal, please give us a call.

Sincerely,



Richard J. Carabelli, Jr., MAI
President

RJC:dc

Proposal/Engagement Letter Accepted: _____

Date: _____

CONTINGENT AND LIMITING CONDITIONS

Martin Appraisal Associates, Inc.

1. We assume no responsibility for matters legal in character; nor do we render any opinions as to title, which is assumed to be good and marketable. All existing liens and encumbrances have been disregarded and the property appraised as though free and clear, under responsible ownership and competent management.
2. The appraisers are not required to give testimony or attendance in court unless arrangements have been previously made therefore.
3. The legal description furnished is assumed to be correct. The sketch in this report, if any, is included to assist the reader in visualizing the property only. We have made no survey of the property and assume no responsibility in connection with such matters.
4. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted and considered in this report.
5. Neither all, nor any part of the content of the report, or copy thereof, (including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organization, or the firm with which the appraiser is connected) shall be used for any purposes by anyone but the client specified in the report, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any State or the District of Columbia, without the previous written consent of the appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraiser.
6. The information which is identified and contained in this report, as furnished to me by others, is believed to be reliable; but we assume no responsibility for its accuracy. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or for engineering, which might be required to discover such factors.
7. The distribution of the total valuation in this report between land and improvements would apply only under the existing program of utilization. The separate valuations as reported must not be used in conjunction with any other appraisal and would be invalid if so used.
8. The inspection of the property and sales were made by the appraisers signing this report, unless specifically noted otherwise and we accept full responsibility for their description. The analysis, conclusions, and values are also solely the product of the appraiser(s) signing this report.
9. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
10. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless non-compliance is stated, considered, or defined in the appraisal report. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation; asbestos, polychlorinated biphenyls, petroleum leakage, toxic waste, radon or agricultural chemicals, which may or may not be present on the property, or other environmental conditions were not called to the attention of the appraiser, nor did the appraiser become aware of such during the inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. Since the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicted on the assumption that there is no such condition on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

CONTINGENT AND LIMITING CONDITIONS

Martin Appraisal Associates, Inc.

11. Development of land in New Jersey is subject to various environmental regulations, including regulations regarding wetlands as well as possible other regulations. Any references made to soil types, development capabilities, or to the location of wetlands were based on county agricultural soils and national inventory wetland maps. Such maps are useful as a guide only, and their accuracy and reliability cannot be guaranteed. The appraiser is not qualified to determine the type or quality of soils or wetland boundaries, and the evaluation of the site by a qualified expert is recommended.

The subject property has been appraised as if no wetlands or soil problems exist other than those expressly designated within this report. If an evaluation by a qualified expert reveals that the site contains additional designated wetlands or its soils present unusual development problems not previously delineated within this report, the value indicated herein should be adjusted accordingly.

12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, considered, or defined in the appraisal report.
13. It is assumed that all required licenses, approvals, or other legislative or administrative authority from any local, state, or national government have been, or can be, obtained or renewed for any use on which the value estimate contained in this report is based.
14. It is assumed that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser(s) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser(s) have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
16. We further acknowledge that our analysis, opinions and conclusions within the appraisal have been made in strict accordance with the Uniform Standards of Professional Practice and the Code of Professional Ethics of various professional organizations, such as the Appraisal Institute and the National Association of Realtors, and the use of this report is subject to the requirements relating to review by each organization's duly authorized representatives.
17. The appraisal assignment was not based on a requested minimum or maximum valuation, a specific valuation or the approval of a loan.
18. Further, the appraiser and/or firm assume no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, the client shall make such party aware of all the assumptions and limiting conditions of the assignment.
19. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions and General Limiting Conditions.

PROFESSIONAL QUALIFICATIONS
of RICHARD J. CARABELLI, JR.

Designations: MAI, SCGREAA, CTA

Business Address: Martin Appraisal Associates, Inc. **Business Phone:** (609) 438-9063
3525 Quakerbridge Road, Suite 5200 **Fax:** (609) 438-9065
Hamilton, New Jersey 08619

Education: B.S. Rider University, Lawrence Township, NJ
M.A. Public Administration, Rider University, Lawrence Township, NJ
Courses Completed:
Urban Planning and Development
Contemporary Social Problems
Administrative Analysis

Appraisal Institute Credit Received:
Real Estate Appraisal Principles
Basic Valuation Procedures
Capitalization Theory and Techniques Part A
Capitalization Theory and Techniques Part B
Case Studies in Real Estate Valuation
Report Writing and Valuation Analysis
Standards of Professional Practice

Mercer County Community College, West Windsor Township, NJ
Real Estate Principles
Real Estate Appraisal Principles

Lawyers Title Insurance School, Hamilton Township, Mercer County, NJ

Professional Licenses, Affiliations and Associations:

New Jersey State Certified General Real Estate Appraiser [42RG00010800]
NJ Certified Tax Assessor (CTA)
Mercer County Board of Taxation, President, and Commissioner
Member, Appraisal Institute—(MAI)
Member, Central NJ Chapter—Appraisal Institute, President
Past President, NJ Association of County Tax Boards
Municipal Assessor, Township of Franklin, Somerset County
County Tax Administration Certificate
Member, IAAO, International Association of Assessing Officers
Member, Supreme Court Committee on the Tax Court
Member, Tax Assessor Continuing Eligibility Board
Past Member, Rutgers Continuing Studies Focus Group

PROFESSIONAL QUALIFICATIONS
of RICHARD J. CARABELLI, JR.

Experience: Residential Properties, Multi-Family Dwellings, Commercial, Industrial, Income Producing Properties, Vacant Land and Condemnation, Farmland Preservation and Conservation Easement appraisals in conjunction with Open Space Farmland Preservation Programs, SADC and NJ DEP-Green/Blue Acres.

Oversees several revaluations, re-assessments, and assessment maintenance programs.

**Expert
Testimony:** Federal Bankruptcy Court, Superior (New Jersey) Court, New Jersey Tax Court, County Boards of Taxation, Municipal Planning Boards and Zoning Boards.

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

RESOLUTION #2024-409

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICAN BOUNCE FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP NEW YEARS EVE PARTY ON DECEMBER 31, 2024.

WHEREAS, Lower Township's New Years Eve Party is an annual community event hosted by the Township of Lower; and

WHEREAS, the 2024 New Years Eve Party is scheduled to take place on December 31, 2024 in the Lower Township Recreation Center; and

WHEREAS, the Township of Lower has a desire to hire a company for the provision of rides and inflatables for this event for utilization by the general public, specifically the youth; and

WHEREAS, American Bounce has provided a quote in the amount of \$4,695.00; and

WHEREAS, the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: 4-01-30-420-255

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 Mayor is hereby authorized to execute an Agreement with American Bounce for the provision of rides and inflatables in connection with the December 31, 2024 event.

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

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 December 16, 2024.

Julie A. Picard
Julie A Picard, Township Clerk

American Bounce

PO Box 28
Norma, NJ 08347
856-696-3695

Rental Agreement

Rental Date: 12/31/24 Deposit: \$0.00 Balance Due: \$4695.00
Name: Lower Township Address: 2600 Bayshore Rd. #1 Villas, NJ 08251
Start time: 6:00 pm End time: 9:00 pm
Signature: _____ Delivered by: _____

Inflatables

1. Equipment, Rent and terms of rental agreement: The undersigned as lessee, hires from American Bounce as lessor, one All-in-One Sports Bounce unit, id # _____ Blower # _____ The Rental fee as stated above is payable in advance from the time of commencement.
2. DELIVERY: To the street address specified above by lessee (customer). Lessee grants lessor right to enter the property at said address (delivery Address) for the delivery and subsequent pick up of the Bounce house at the specified time.
3. TRANSPORTATION EXPENSE: Except as provided herein all charges in delivering and subsequent pick up of the Bounce house with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the Bounce house is not returned at the appointed time by Lessee to Lessor then \$50. Transportation Fee shall be automatically imposed.
4. GENERAL RULES TO FOLLOW DURING USE OF THE Bounce house:

**** American Bounce is fully responsible for the setup, care, and operations of all rides. ****

NJ #08373 Backyard Obstacle Course	Permit # I-13264
NJ #08588 Vertical Rush	Permit # I-12777
NJ #09479 Meltdown	Permit # A-13259
NJ #08135 Mechanical Bull	Permit # A-13263

5. SPECIAL INSTRUCTIONS: The Bounce house's equipment is reliable. Should the Bounce house begin to deflate: (1) The motor may have stopped, in Which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord-for blockage, and check both tubes at the back of the Bounce house for snugness; re-tie if necessary. (3) If you can not correct the problem call 856-696-3695 or 856-297-9297..
6. ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the unit will be made without prior written approval of Lessors.
7. TITLE TO: Lessee agrees to keep the Bounce house in their custody not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such Bounce house. The Bounce House will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.
8. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the Bounce house that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.
9. RAIN POLICY: DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN. HIGH WINDS. ETC). WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS

ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING THE UNIT OR NOT. IF YOU DECIDE TO KEEP THE UNIT THERE WILL BE NO REFUNDS.

LESSOR : Chris. J. H. date 12/3/24
Authorized Representative for AMERICAN BOUNCE

By my signature, I accept the terms of this RENTAL AGREEMENT.

LESSEE : [Signature] date 1 1

Print FRANK SIPPER

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THE JUMP IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITIONS. IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT . PLEASE CALL US IMMEDIATELY. 856-899-7861



American Bounce

PO Box 28
 Norma, NJ 08347
 856-696-3695

Invoice

Date	Invoice No.
12/31/24	5572

AmericanBounceNJ@gmail.com

Bill To
Lower Township Recreation Department 2600 Bayshore Rd. Villas, NJ 08251

P.O. Number

Terms

Ship To
Freeman Douglass Park 677 Route 9 Erma, NJ 08204

Item	Description	Quantity	Rate	Amount
VERTICAL	22' Vertical Rush 2-lane Rock Climb/Slide	1		0.00
BULL	Mechanical Bull	1		0.00
BULL	Mechanical Bull - extra hours	1		0.00
OC	Obstacle Course	1		0.00
MELT	Meltdown	1		0.00
MELT	Meltdown - extra hours	1		0.00
DELIVERY	Delivery Surcharge - Outside of Area	1		0.00
GENERATOR	Generator	2		0.00
ATTENDANT	Attendants for Bounces	6		0.00
PACKAGE	Package Price 6:00-9:00 pm	1	4,695.00	4,695.00

Terms and Conditions: American Bounce agrees to provide the services at the location, time and price as stated above in this agreement. This agreement is binding at the time it is signed and returned back to American Bounce. It is understood and agreed that should American Bounce become unable to fulfill any or all of the obligations of the contract by reason of accident, fire, catastrophe, state of emergency, weather, mechanical breakdown or Act of God, the performance of said obligation of American Bounce may be delayed, interrupted or excused. Cancellation by client must take place within 24 hours of the event start time in order to receive a full or partial refund. American Bounce will accommodate rain dates but does not hold or guarantee any specific equipment. Unavailable item(s) will be replaced with something comparable in price.

Subtotal	\$4,695.00
Sales Tax (6.625%)	\$0.00
Total	\$4,695.00
Payments/Credits	\$0.00
Balance Due	\$4,695.00

Customer Signature

Date

**AMUSEMENT RIDES
HOLD HARMLESS AGREEMENT**

Between the Borough/Township/City/County of Lower
and Horner Enterprises, LLC (Contractor).

WITNESSETH:

1. Dan Horner of Horner Enterprises, LLC (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of _____ from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the installation, operation, use, or disassembly of any amusement ride equipment or device and/or the supervision thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: ✓
General Liability: ✓
Automobile Liability: ✓
Umbrella Liability: N/A

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:
Event: New Year's Eve Party Date: 12/31/24 Rain Date: _____
Dated: 12/3/24 Signed: [Signature]
Authorized Signature of the Contractor

Witness: _____

CERTIFICATE OF LIABILITY INSURANCE

ISSUING DATE (MM/DD/YYYY)
12/02/2024

THIS CERTIFICATE ISSUED IS FOR INFORMATION PURPOSES ONLY. IT PROVIDES NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER OR EXTEND COVERAGE PROVIDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CARRIER AFFORDING COVERAGE AND THE CERTIFICATE HOLDER.

A STATEMENT ON THIS CERTIFICATE DOES NOT PROVIDE RIGHTS TO THE CERTIFICATE HOLDER FOR THE FOLLOWING UNLESS THE APPLICABLE ENDORSEMENTS ARE ATTACHED TO THE POLICY(IES) LISTED BELOW

ADDITIONAL INSURED/ALTERNATE EMPLOYER/WAIVER OF SUBROGATION/PRIMARY & NON-CONTRIBUTORY/NOTICE OF CANCELLATION: THE POLICY(IES) MUST HAVE THE NECESSARY ENDORSEMENT(S) TO MODIFY TERMS AND CONDITIONS.

INSURED: AMERICAN BOUNCE See Additional Remarks Schedule 443 ALMOND RD PITTSBORO, NJ 08318	INSURANCE CARRIER AFFORDING COVERAGE: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">GENERAL LIABILITY:</td> <td></td> <td style="width: 50%;"></td> </tr> <tr> <td>AUTO LIABILITY:</td> <td>New Jersey Manufacturers Insurance Company</td> <td>12122</td> </tr> <tr> <td>UMBRELLA LIABILITY:</td> <td></td> <td></td> </tr> <tr> <td>WORKERS COMP:</td> <td></td> <td></td> </tr> </table>	GENERAL LIABILITY:			AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122	UMBRELLA LIABILITY:			WORKERS COMP:			NAIC # 12122
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY) - (MM/DD/YYYY)	LIMITS OF INSURANCE																								
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SEE ATTACHED ADDITIONAL REMARKS SCHEDULE FOR DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER Lower Township 2600 Bayshore Rd Villas, NJ 08251	ADDITIONAL INSURED (IF APPLICABLE) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">ADDL INSURED OR ALTERNATE EMPLOYER</th> <th style="width: 33%;">WAIVER OF SUBROGATION</th> <th style="width: 33%;">PRIMARY & NON-CONTRIBUTORY</th> </tr> <tr> <td><input type="checkbox"/> CGL</td> <td><input type="checkbox"/> CGL</td> <td><input type="checkbox"/> CGL</td> </tr> <tr> <td><input checked="" type="checkbox"/> AUTO</td> <td><input type="checkbox"/> AUTO</td> <td><input type="checkbox"/> AUTO</td> </tr> <tr> <td><input type="checkbox"/> WC (ALT. EMPLOYER)</td> <td><input type="checkbox"/> WC</td> <td>N/A WC</td> </tr> <tr> <td><input type="checkbox"/> UMB</td> <td><input type="checkbox"/> UMB</td> <td><input type="checkbox"/> UMB NON-CONTRIB</td> </tr> </table>	ADDL INSURED OR ALTERNATE EMPLOYER	WAIVER OF SUBROGATION	PRIMARY & NON-CONTRIBUTORY	<input type="checkbox"/> CGL	<input type="checkbox"/> CGL	<input type="checkbox"/> CGL	<input checked="" type="checkbox"/> AUTO	<input type="checkbox"/> AUTO	<input type="checkbox"/> AUTO	<input type="checkbox"/> WC (ALT. EMPLOYER)	<input type="checkbox"/> WC	N/A WC	<input type="checkbox"/> UMB	<input type="checkbox"/> UMB	<input type="checkbox"/> UMB NON-CONTRIB
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<input type="checkbox"/> WC (ALT. EMPLOYER)	<input type="checkbox"/> WC	N/A WC														
<input type="checkbox"/> UMB	<input type="checkbox"/> UMB	<input type="checkbox"/> UMB NON-CONTRIB														

CANCELLATION SHOULD ANY OF THE ABOVE CAPTIONED POLICIES BE CANCELLED, EITHER BY REQUEST OF THE INSURED OR CARRIER, PRIOR TO THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS & PROVISIONS	AUTHORIZED REPRESENTATIVE
--	---------------------------

ADDITIONAL REMARKS SCHEDULE

INSURED: AMERICAN BOUNCE 443 ALMOND RD PITTSBORO, NJ 08318	INSURANCE CARRIER AFFORDING COVERAGE:		NAIC#
	GENERAL LIABILITY:		
	AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122
	UMBRELLA LIABILITY:		
	WORKERS COMP:		

SCHEDULE OF NAMED INSURED(S):		
POLICY NUMBER	LINE OF BUSINESS	NAMED INSURED
	Commercial General Liability	
B2963841	Automobile Liability	HORNER ENTERPRISES LLC, AMERICAN BOUNCE
	Umbrella Liability	
	Workers Compensation And Employers' Liability	

ADDITIONAL REMARKS:
 Event on 12/31/2024

IT IS AGREED THAT ANY PERSON OR ORGANIZATION REQUIRED TO BE NAMED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IS AN ADDITIONAL INSURED FOR LIABILITY COVERAGE UNDER THE TERMS OF THE REFERENCED POLICY, BUT INCLUSION OF SUCH INTEREST DOES NOT INCREASE THE LIMITS OF OUR LIABILITY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Commercial Insurance Agency P.O. Box 295 Cassadaga FL 32706		CONTACT NAME: Tony Cannizzaro PHONE (A/O, No. Ex): (386) 776-1781 E-MAIL ADDRESS: Insuranceguy@cfl.rr.com FAX (A/C, No):	
INSURED HORNER ENTERPRISES LLC 443 Almond Rd Pittsgrove NJ 08318		INSURER(S) AFFORDING COVERAGE INSURER A: BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37640	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	ZISMB2828	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Retroactive Date: 09/27/024					MED EXP (Any one person) \$ See accident polt
	<input checked="" type="checkbox"/> 3 Year Extended Reporting Clau					PERSONAL & ADV INJURY \$ 0
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:						\$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DED RETENTIONS						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
N/A						E.L. DISEASE - POLICY LIMIT \$
A	Participant Accident		ZISMB2828	09/27/2024	09/27/2025	Max Benefit per Clair \$25,000 Aggregate \$260,000 Deductible \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured as regard the General Liability policy when required by written contract subject to the terms, conditions, and exclusions of the policy.

Event Date: 12/31/2024

CERTIFICATE HOLDER

Lower Township
2800 Bayshore Road
Villas NJ 08251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Cannizzaro



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C No. Ex): 844-472-0967 FAX (A/C No.): 203-654-3613 E-MAIL ADDRESS: customerservice@bIBERK.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Horner Enterprises LLC American Bounce 443 Almond Rd Pittsgrove Township, NJ 08318	INSURER A: National Liability & Fire Insurance Company NAIC# 20052	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPRIORITORPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below			N9WC457035	04/07/2024	04/07/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Exclusions: Dan Horner;
Additional Named Insured: American Bounce

CERTIFICATE HOLDER CANCELLATION

Lower Township 2600 Bayshore Road Villas, NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	--

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

RESOLUTION #2024-140

Title: APPROVAL FOR VARIOUS EVENTS HOSTED BY THE LOWER TOWNSHIP RECREATION DEPARTMENT

WHEREAS, the Lower Township Parks and Recreation Department hosts various events throughout the year; and

WHEREAS, the following dates and events have been confirmed:

May 24, 2024 – Summer Kick Off/Family Fun Night

July 3, 2024- Independence Day Festival

August 3, 2024 – Coombs/Douglass Bay Run

September 6, 2024 - Back To School Family Fun Night

October 12, 2024 – Halloween Costume Parade

October 20, 2024 – Halloween Trunk or Treat

October 26, 2024 – Halloween Haunted Trails

November 9, 2024 – Veteran's Day Parade

December 15, 2024 – Ferry Merry Christmas

December 27-29, 2024 – Thomas Beheler/Greater Cape May Elks Basketball Tournament

December 31, 2024 - New Years Eve Party

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the above dates are hereby approved.

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

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 April 16, 2024.


Julie A. Picard, Township Clerk

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

RESOLUTION #2024-410

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT AND APPROVING PAYMENT TO THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR THE JOINT ACQUISITION OF A WRESTLING MAT

WHEREAS, the Township and the District seek to support and enhance recreational and athletic opportunities for their respective communities and students, particularly in the sport of wrestling; and

WHEREAS, during the 2016 calendar year the Township and the District purchased a wrestling mat for use by the District's wrestling team(s) and the Township's Recreation Department youth wrestling team(s), the cost of which was shared equally between the parties; and

WHEREAS, the need has arisen to replace the current wrestling mat that was purchased, and which is jointly used by the Township and the District; and

WHEREAS, the Township and the District have agreed to equally share the costs associated with purchasing a new wrestling mat in the amount of \$16,040.00, which shall be used by both the District's wrestling team(s) and the Township's Recreation Department youth wrestling team(s); and

WHEREAS, the CFO has determined sufficient funds are available in the budget as evidenced by her signature:

Appropriation # C-04-55-441-620 ORD #24-08

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 attached Memorandum of Understanding is hereby approved and the Mayor and Clerk are hereby authorized to sign same, and approval is granted to reimburse Lower Cape May Regional School District for a portion of the cost of the wrestling mat not to exceed \$8,020.00

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

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 December 16, 2024.

Julie A. Picard
Julie A. Picard, Township Clerk

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

DATED

12-16-2024

A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER TOWNSHIP REGIONAL SCHOOL DISTRICT CONCERNING THE ACQUISITION OF A WRESTLING MAT AND THE RIGHTS OF THE PARTIES TO USE SAME

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 12 day of December 2024 by and between the **TOWNSHIP OF LOWER** (the "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and **THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT** (the "District"), a local municipal board of education whose administrative offices located at 687 Route 9, Cape May, New Jersey 08204, and who may collectively be denominated as the "Parties" in this Agreement, and each may be called, separately, a "Party."

WITNESSETH:

WHEREAS, the Township and the District seek to support and enhance recreational and athletic opportunities for their respective communities and students, particularly in the sport of wrestling; and

WHEREAS, during the 2016 calendar year the Township and the District purchased a wrestling mat for use by the District's wrestling team(s) and the Township's Recreation Department youth wrestling team(s), the cost of which was shared equally between the parties; and

WHEREAS, the need has arisen to replace the current wrestling mat that was purchased, and which is jointly used by the Township and the District; and

WHEREAS, the Township and the District have agreed to equally share the costs associated with purchasing a new wrestling mat in the amount of \$16,040.00, which shall be used by both the District's wrestling team(s) and the Township's Recreation Department youth wrestling team(s);

NOW THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, do hereby adopt and endorse the following Memorandum of Understanding outlining the rights, responsibilities and obligations of the parties in association with the acquisition and use of the new wrestling mat contemplated above:

1. **PREAMBLE:** All of the Statements of the Preamble to this Memorandum of Understanding are repeated and incorporated herein by reference as if set forth in full.

2. **PURPOSE:** The purpose of this Memorandum of Understanding is to outline the terms and conditions governing the joint purchase, storage, use, and maintenance of a wrestling mat purchased by the Township and the District for use by their respective wrestling teams.

3. **TERM:** The rights, responsibilities, and obligations set forth in this Memorandum of Understanding shall remain in effect for the duration of the life of the wrestling mat,

commencing on the date of execution. Neither party is permitted to terminate this Memorandum of Understanding.

4. FINANCIAL CONTRIBUTIONS:

- a. The total cost to purchase a new, replacement wrestling mat is approximately be \$16,040.00.
- b. The Township and the District shall each be responsible for an equal share of the total cost, or \$8,020.00 each.
- c. The Township shall reimburse the District the sum of \$8,020.00 within thirty (30) day of the execution of this Memorandum of Understanding, or within thirty (30) days of the acquisition of the wrestling mat, whichever event occurs later.

5. STORAGE AND MAINTENANCE RESPONSIBILITIES:

- a. The wrestling mat in question shall be stored at the Lower Cape May Regional High School located at 687 US-9, Cape May, New Jersey 08204.
- b. The District shall be responsible for the proper maintenance, storage, and upkeep of the wrestling mat in question.
- c. The District shall ensure that the wrestling mat is stored in a safe and secure location and is available for use by the parties as outlined in this Memorandum of Understanding.
- d. The District shall be responsible for any repairs or maintenance necessary for the wrestling mat, and any costs related to such repairs shall be borne equally by the Township and the School District, unless otherwise agreed upon.

6. RIGHTS TO USE:

- a. The wrestling mat shall be available for use by both the School District's high school wrestling team and the Municipality's recreation department wrestling teams.
- b. Both the School District and the Municipality shall coordinate scheduling of the mat's use to ensure availability for both teams.
- c. Each party shall use reasonable efforts to minimize scheduling conflicts and will inform the other party in advance of any events or practices that require the use of the mat.

7. INDEPENDENT CONTRACTOR: It is mutually understood and agreed, by and between the Parties, that in the performance of the duties and obligations by the Parties to this Agreement, each Party is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

The Township shall not have nor exercise any control or direction over the methods by which the District and its employees perform their work and functions excepting that the District and its employees shall perform their work and duties in accordance with the current approved methods and practices in their profession. The Township's sole interest is to ensure that the services are performed in a competent, efficient and satisfactory manner.

The District shall have no responsibility for any of the Township's debts, liabilities, or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of the Township, its elected and un-elected officials, directors, officers, employees, agents and affiliates. The Township may not bind the District in any way whatsoever with respect to third parties.

8. INSURANCE AND INDEMNIFICATION: The parties represent that each is insured for liability purposes and agree to remain insured for so long as this Memorandum of Understanding remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Memorandum of Understanding, and to maintain such coverages throughout the duration of this Memorandum of Understanding.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this Memorandum of Understanding) (collectively "claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or District or any employees, agents or officers thereof or acting on that Party's behalf, related to, either directly or indirectly, the performance by such Party contemplated by this Memorandum of Understanding.

The Parties agree to submit a copy of this Memorandum of Understanding to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Memorandum of Understanding they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Memorandum of Understanding. Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Memorandum of Understanding.

9. ADDITIONAL SERVICES: In the event additional services associated with this Memorandum of Understanding are required and/or deemed necessary, which are not specifically set forth within this Memorandum of Understanding, the parties are free to enter into additional written agreements in order to effectuate the intent and purposes of this Memorandum of Understanding, without the need for official authorization from the parties. The parties expressly understand and agree that any fees associated with additional services must be negotiated and agreed upon in advance prior to undertaking said services and prior to requesting payment in connection with same.

10. ASSIGNMENT: The rights and the obligations under this Memorandum of Understanding shall not be assigned by either party without the express written consent of the other.

11. APPLICABLE LAW: This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. ENTIRE AGREEMENT: The terms of this Memorandum of Understanding represent the entire agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

13. SEVERABILITY: If any part of this Memorandum of Understanding shall be held to unenforceable or invalid the remainder of the Memorandum of Understanding shall nevertheless remain in full force and effect.

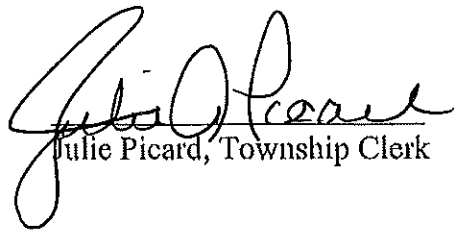
14. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Memorandum of Understanding at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver of relinquishment of the same or any other right or power at any other time.

15. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL: The parties acknowledge that this Memorandum of Understanding has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes.

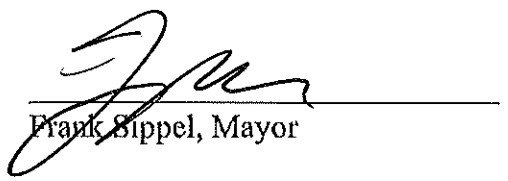
[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding the date first above written.

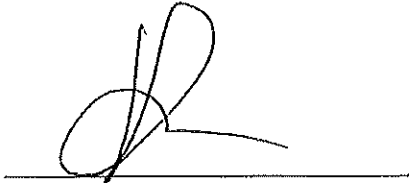
ATTEST:


Julie Picard, Township Clerk

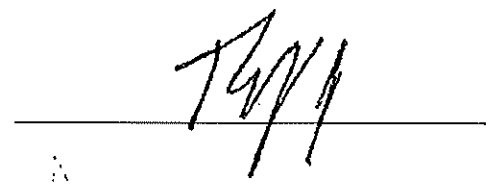
TOWNSHIP OF LOWER


Frank Sippel, Mayor

ATTEST:



THE LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT





Administrative Office:
Wrestling Logistics DBA Coaches Corner
Jason Bross
95 Bogert Street
Totowa, NJ 07512
P - (917) 414-2688
Warehouse: West Caldwell, NJ

To : Billy Damiana
Date: October 22, 2024
E-Mail: damianab@lcmrschools.com

Dollamur Mat quote for: Lower Cape May Regional. 687 US-9, Cape May, NJ
08204

RE: Quote for a new Dollamur Mat. We will manufacture and deliver a new Dollamur Wrestling Mat of the following specifications.

Floor Mats 42ft by 40ft 1-5/8in thickness Black.....	\$9,240.00
30ft Gold Circle. Starting Lines(Included)	
Add Velcro.....	\$1,750
Add 24ftx40 ft Logo (\$3,200) and 65" logo (\$650).....	\$3,850
Shipping/Delivery/Cost.....	<u>\$1,200</u>
Total Cost.....	\$16,040

See Attached Art Work
Quote Includes 7ea Mat Straps & 5 Year Factory Warranty.
All P.O.s and checks made out to COACHES CORNER jasoncoachescorner@gmail.com

- Ray Jazikoff (Sales Rep Coaches Corner/Dollamur)
Feel free to contact me with any questions at (908) 217-8272 or
RayCoachesCorner@gmail.com

Wrestling Mat Design Proof

Customer: Lower Cape May Regional

Order #:

DOLLAMUA.

SPORT SURFACES

FLEXI-Connect: YES NO
(Velcro System)

SALESPERSON COACHES CORNER
PHONE 201-819-1907 or 917-414-2688
EMAIL Jasoncoachescorner@gmail.com
Sonnycoachescorner@gmail.com

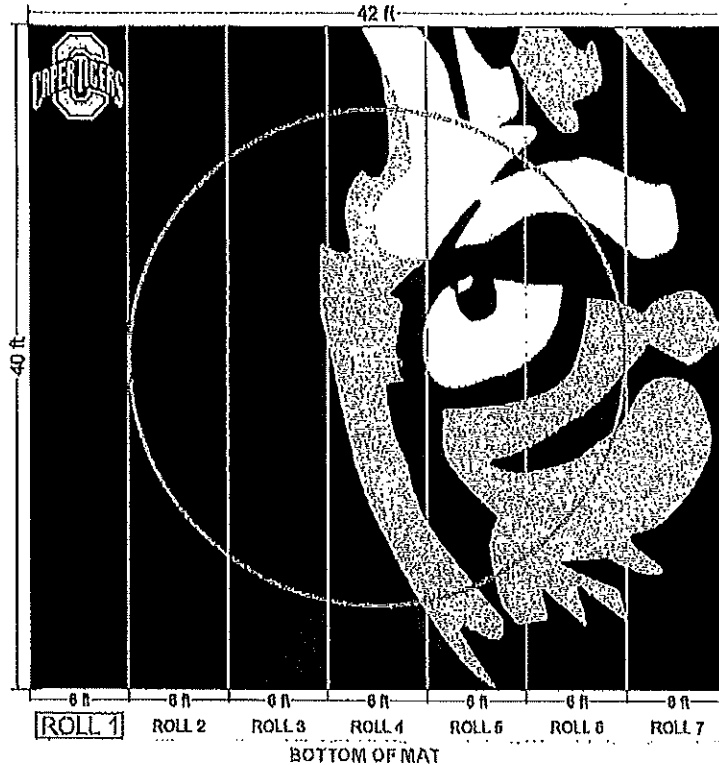
Mat Size: 40ft x 42ft x 1 5/8in
 Mat Color: BLACK
 Circle Sizes: 30' ONLY
 Color: VEGAS GOLD PMS 871C
 Start Marks: WHITE - GREEN/RED
 Practice Circles: PC Sizes:
 PC Color:
 PC SM: Color:
 Letters:
 Font: Font Size:
 Letter Colors:
 Artwork: Cape Tigers, Face
 Artwork Color: TBD
 Artwork Size: 8511 x 63207in (Cape) 232627in x 37611in (Face)
 Paint Out-of Bounds:
 Paint In-Between:
 Paint Inside 10':
 Special Instructions
 Need VECTOR art & PMS COLORS

BEFORE SIGNING AND APPROVING DESIGN

Layout By Kim 2 10/22/2024

Customer must ensure every detail is correct before signing the final Design Layout. If the customer provides artwork as-is, customer is responsible for accuracy and quality of the file. If the customer provided file must be redrawn by Dollamua, fees will apply. Colors shown on the Layout are for representational purposes only. Please request a color sample if necessary. All special or required PMS colors, measurements, placement of artwork, lettering or registration markings must be represented on the final, signed Layout. To achieve the best results, artwork and/or markings may shift slightly on final production. © Copyright Dollamua Sport Surfaces

Customer Approval Signature: _____ Date: _____



PURCHASE ORDER

BOARD OF EDUCATION

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

687 ROUTE NO. 9 • CAPE MAY, N.J. 08204

TEL (609) 884-3475 • FAX (609) 884-7067

BUDGET YEAR
2024->2025

VENDOR NO. 6887

PURCHASE ORDER NUMBER
2500641
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 12/01/2024

VENDOR:

COACHES CORNER
95 BOGERT STREET
TOTOWA, NJ 07512

SHIP TO:

Attn To : E.SIMONSEN-ATHLETICS
LCMR HIGH SCHOOL
687 ROUTE 9
CAPE MAY, NJ 08204

REQUISITION NUMBER		NAME		
QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	PER ATTACHED QUOTE DOLLAMOR MAT MANUFACTURE/DELIVER 4701/11-402-100-610-1-08- (\$16,040.00)	16,040.00	16,040.00
				\$16,040.00

NOTICE TO VENDOR

PURCHASER IS EXEMPT FROM PAYMENT OF ALL FEDERAL, STATE AND MUNICIPAL EXCISE, SALES AND OTHER TAXES. THE ENCLOSED VOUCHER **MUST** BE SIGNED AND RETURNED BEFORE PAYMENT IS MADE. PLEASE FORWARD MSD SHEETS FOR ALL TOXIC HARMFUL PRODUCTS ORDERED. IF DATA SHEET DOESN'T ACCOMPANY ORDER, ORDER WILL BE CONSIDERED INCOMPLETE AND PAYMENT WILL NOT FOLLOW. PRODUCTS MUST BE LABELED IN ACCORDANCE WITH THE NEW JERSEY RIGHT-TO-KNOW LAW.

IMPORTANT

NEW JERSEY STATE LAW REQUIRES THAT ALL BILLS BE SUBMITTED ON THIS FORM. You may itemize your billing on your own invoice forms and then state on this form "invoice attached" and give invoice number and total amount. Any bills submitted stating only "invoice due" must be accompanied by itemized statement of amount due.

CONDITION OF CONTRACT

YOUR ACCEPTANCE CERTIFIES COMPLIANCE WITH FEDERAL AND STATE REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY WITHOUT REGARD TO AGE, RACE, GREEK, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX AFFECTION OR SEXUAL ORIENTATION.

BOARD OF EDUCATION
LOWER CAPE MAY REGIONAL SCHOOL DISTRICT
CAPE MAY, NEW JERSEY

THE BOARD OF EDUCATION WILL NOT BE LIABLE FOR GOODS FURNISHED WITHOUT WRITTEN ORDERS.

SIGNED  BOARD SECRETARY

ORIGINAL

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

RESOLUTION #2024-411

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.

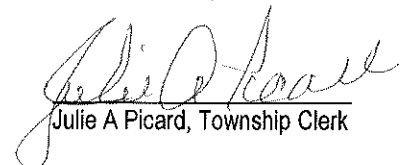
_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss if a license or permit belonging to the responding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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on Dec 16 , 2024 that an Executive Session closed to the public shall be held on this date at approximately 5:30 p.m. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

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

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 December 16, 2024 .


Julie A Picard, Township Clerk