

**WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL  
MARCH 16, 2026 – 5:00pm**

Opening Announcement  
Pledge of Allegiance & Moment of Silence  
Roll Call & Determination of Quorum

**Work Session**

Lower Cape May Regional High School – Winter Sports Certificates – Mayor Frank Sippel

**Consent Agenda**

- Approval of Minutes – March 2, 2026  
Approval of New Jersey State Firefighter's Association Membership –J.Campbell – Erma Volunteer Fire Company  
Res. #2026-128 Authorization for the Payment of Vouchers \$ 303,543.45  
Res. #2026-129 Renewal of Trailer Park License for the year 2026  
Res. #2026-130 Renewal of 2026 Campground Licenses  
Res. #2026-131 Resolution Confirming the Appointment of Karen Fournier as the Lower Township Municipal Clerk effective April 16, 2026  
Res. #2026-132 A Resolution Authorizing the Award of a Contract to Parkmobile, LLC to Provide Parking Fee Collection and Management Services in connection with Paid Parking Zones and Parking Meters  
Res. #2026-133 A Resolution Authorizing the Execution of a contract with American Bounce for the Provisions of Recreational Amenities at Lower Township Easter Egg Hunt/Spring Fling on March 28, 2026  
Res. #2026-134 Approval for Various Events hosted by the Lower Township Recreation Department  
Res. #2026-135 A Resolution Authorizing Advertisement of a Notice to Bidders for the Resurfacing of Various Streets – Diamond Beach  
Ord #2026-06 An Ordinance Amending Chapter 570, Solid Waste, Article I, Rubbish and Trash, Subsection 4, Collection Days and Times; Recyclables, of the Code of the Township of Lower. This is the first reading and public hearing of this Ordinance. The second reading and public hearing has been scheduled for April 6, 2026

**Regular Agenda**

- Ord #2026-03 Bond Ordinance Providing for Various Sewer Improvements by and in the Township of Lower, in the County of Cape May, State of New Jersey; Appropriating \$2,500,000.00 Therefore and Authorizing the Issuance of \$2,500,000.00 Bonds or Notes of the Township to Finance Part of the Cost thereof. This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.  
  
Ord #2026-04 An Ordinance Amending Chapter 7, Traffic, of the Code of the Township of Lower to Enact Article IV, Paid Parking Zones/Parking Meters, to Establish Paid Parking Areas and Regulations Governing Operation and Enforcement. This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

**Administrative Reports**

Clerk, Construction, Dog, Tax, Vital Statistics

**Public Comment**

**Council Comments**

**Closed Session**

- Res. # 2026-136 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 PERSONNEL

**Adjourn**

**COUNCIL MEETING MINUTES – March 2, 2026**

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on March 2, 2026 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

- Councilmember Thomas Conrad
- Councilmember Joseph Wareham
- Councilmember Roland Roy, Jr.
- Deputy Mayor Kevin Coombs
- Mayor Frank Sippel

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

**Work Session**

Recognition of Patrolman Romantino & Patrolman Micciche – Mayor Sippel and Chief Vanaman  
 On behalf of Lower Township Council, Deputy Mayor Coombs read proclamations presented to Patrolman Micciche and Patrolman Romantino for their brave and heroic act of providing life-saving assistance to Township homeowner Brent Formica.  
 Brent Formica, Glencreek Rd., thanked Officer Micciche and Officer Romantino for saving his life during a medical emergency.  
 Chief Donald Vanaman read a statement describing the heroic efforts of the Officers during the lifesaving event.

Res. #2026-110 Introduction of the 2026 Budget  
 Manager Laffey thanked CFO, James Craft, and department heads for tightening their department budgets in preparation for the Proposed 2026 Municipal Budget. Manager Laffey presented the Budget Message revealing no tax rate increase.  
 The Public Hearing is scheduled for April 20, 2026 at 5 p.m. The budget summary will be published in the Cape May Star and Wave and on the Township website. Copies of the budget are available in the Clerk's Office at Township Hall.  
 Municipal Auditor, Leon Costello of Ford, Scott & Associates, explained the budget process and informed that this is a State examined budget year. He reiterated the proposed budget is a sound budget that complies with all the caps.  
 Mayor Sippel and each member of Council complimented and thanked all parties involved in the budget process.

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

**Consent Agenda**

- Approval of Minutes – February 18, 2026
- Res. #2026-111 Authorization for the Payment of Vouchers \$ \$721,574.01
- Res. #2026-112 Authorization for the Payout of Accumulated Compensatory Time (J.Scheck \$6,841.50)
- Res. #2026-113 A Resolution Requesting Release of Performance Guarantee for LJKQ Real Estate, LLC; BI 712; Lots 3,4,5; Escrow #z23-09-04
- Res. #2026-114 Reappointment to the Zoning Board of Adjustment (G.Bostard)
- Res. #2026-115 Resolution Authorizing the Award of a Non-Fair and Open Contract to Forerunner Industries Inc for Floodplain Management Program
- Res. #2026-116 Reappointment to the Recreation Advisory Board (L.Bedell)
- Res. #2026-117 Reappointment to the Zoning Board of Adjustment (T.Doherty)

- Res. #2026-118 Resolution Authorizing the Continued Use of the Thirty Google Chromebook Laptop Computers by the Lower Township Elementary School District
- Res. #2026-119 Reappointment to the Recreation Advisory Board (N.Young)
- Res. #2026-120 Authorization for the Payout of Accumulated Compensatory Time (S.Gellura \$12,808.00)
- Res. #2026-121 Resolution Authorizing the Adoption of the Purchasing Procedure Guide
- Res. #2026-122 Resolution Authorizing the Adoption of the Fixed Assets Policy
- Res. #2026-123 Resolution Authorizing Expenditure to Johnsons Control Security for a Five (5) Year Maintenance Agreement for Fingerprint Equipment for the Recreation Center under State Contract #24-TELE-74149
- Res. #2026-124 Approving a Professional Service Contract with DeBlasio & Associates for FY2026 NJIB Arctic Avenue Storm Sewer Replacement Project- Construction Phase Services (LT-C-071) (\$95,000)
- Res. #2026-125 Authorization for the Payout of Compensatory Time (T.Shough \$7,906.00)
- Ord. #2026-05 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A4-15.14)
- This is the first reading of Ordinance #2026-05. The second reading and public hearing has been scheduled for April 6, 2026

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

#### **Regular Agenda**

- Ord. #2026-02 An Ordinance Amending Chapter 7, Traffic, of the Code of the Township of Lower to Explicitly Prohibit Parking in Front of Public or Private Driveways, Driveway Aprons, Curb Cuts, Or Access Points. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

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

- Res. #2026-126 A Resolution Denying an Application for a Secondhand Merchants and Precious Metals License submitted by Road Show Concepts, LLC

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

#### **Call to the Public**

Denise Bachofen, 120 Texas Ave, addressed Council to compliment the Public Works Department for an outstanding job clearing the side streets after the snow storm. She also complimented the Police Department for their prompt attention to public safety.

Bill Greenfield, Villas, also complimented Public Works for a great job plowing the roads after the snow.

Brian Dickinson, Bayshore Road, retired Lower Township Patrolman, addressed Council to voice discontent with the changes to the Retiree Health Benefits.

Manager Laffey agreed to meet with Mr. Dickinson to work through the issues with the HR Coordinator and Insurance Broker.

**Council Comments**

Councilmember Conrad – no comments

Councilmember Wareham wished LCMR Boys Varsity Basketball Team well in the State Semi-Final Tournament.

Councilmember Roy – no comments

Deputy Mayor Coombs gave a shout out to the LCMR Wrestling Team for their well-deserved accomplishments. Individuals will be recognized at the next Council meeting.

Mayor Sippel announced the upcoming Spring Fling and Easter Egg Hunt.

**Closed Session**

Res. # 2026-127 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 and Personnel

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

Council adjourned to closed session at 5:40 p.m.  
Council returned to open session at 6:45 p.m.

**Adjournment**

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Councilmember Wareham. Motion to adjourn was unanimous. Meeting adjourned at 6:45 p.m.

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

\_\_\_\_\_  
Township Clerk

Approved:

**MANAGER'S ANNUAL BUDGET MESSAGE  
2026 BUDGET INTRODUCTION – MARCH 2, 2026**

Council has received a copy of the proposed municipal budget for 2026 and I'm pleased to announce there is no tax rate increase. The tax levy is:

\$24,016,289.12 (Twenty-four Million, Sixteen Thousand, Two Hundred Eighty-Nine Dollars and Twelve Cents) compared to last year's

\$23,874,081.49 (Twenty-three Million, Eight Hundred Seventy-Four Thousand, Eighty-One Dollars and Forty-Nine Cents); an increase of

\$142,207.63 (One Hundred Forty-Two Thousand, Two Hundred Seven Dollars and Sixty-Three Cents).

Our Assessed Valuation increased by:

25,019,510 (Twenty-five Million, Nineteen Thousand, Five Hundred Ten dollars).

We're below the Legal Levy Cap by:

\$568,193 (Five Hundred Sixty-Eight Thousand, One Hundred Ninety-three Dollars)

and below the Legal spending Cap by:

\$355,811.30 (Three Hundred Fifty-Five Thousand Eight Hundred Eleven Dollars and Thirty Cents).

The Township completed 2025 with a surplus of:

\$10,691,503 (Ten Million, Six Hundred Ninety-one Thousand, Five Hundred Three Dollars); *the highest year-end surplus balance to date.*

The increase is largely due to new revenues brought in by occupancy taxes, interest earnings and Construction Code Fees. The tax collection rate for 2025 was 98.86% which helped add over \$1.278M to the surplus. All other revenue collections exceeded projections for 2025 and brought in an additional \$1.25M.

Of that surplus balance \$5,404,315.64 (Five Million, Four Hundred Four Thousand Three Hundred Fifteen Dollars and Sixty-Four Cents) is being applied to this year's budget to help us keep the tax rate level. We feel confident using this amount of surplus because we're well within the parameters of our fund balance policy.

The total Assessed Valuation of Real Property is:

\$3,794,140,600 (Three Billion, Seven Hundred Ninety-Four Million,

One Hundred Forty Thousand Six Hundred Dollars) so approximately every

\$379,414 (Three Hundred Seventy-nine Thousand, Four Hundred and Fourteen Dollars) of the Amount to be Raised by Taxation equals one cent on the tax rate.

This budget uses a 97.75% rate to compute the Reserve for Uncollected Taxes in 2026.

The public hearing is scheduled for April 20th at 5:00 p.m. A budget summary will be published in the Cape May Star & Wave. Copies will be available on the Township website as well as in the Clerk's office at Townhall.

*Resolution #2026-128*

Ranges	Item Status	Purchase Types	Misc
<i>Range: First to Last</i> <i>Rcvd Batch Id Range: First to Last</i>	<i>Open: N</i> <i>Void: N</i> <i>Paid: N</i> <i>Held: Y</i> <i>Aprv: N</i> <i>Rcvd: Y</i>	<i>Bid: Y</i> <i>State: Y</i> <i>Other: Y</i> <i>Exempt: Y</i>	<i>P.O. Type: All</i> <i>Include Project Line Yes</i> <i>Items:</i> <i>Format: Condensed</i> <i>Include Non-Budgeted: Y</i> <i>Vendors: All</i>
<b>Vendor #</b>	<b>Name</b>		
<b>P.O. #</b>	<b>PO Date</b>	<b>Description</b>	<b>Status</b>
			<b>Amount</b>
			<b>Void Amount</b>
			<b>Contract</b>
			<b>PO Type</b>
00007		ACME MARKETS, INC.*	
26-00471	02/27/26	PD LUNCHEON DNE \$150	Open
			\$143.95
			\$0.00
00153		ATLANTIC CITY ELECTRIC*	
26-00547	03/10/26	ACE STREET LIGHTS- FEB 2026	Open
			\$44,092.92
			\$0.00
00199		AUTO ZONE INC	
26-00514	03/05/26	PARTS/DPW	Open
			\$279.99
			\$0.00
00323		JOHN BEERS	
26-00543	03/09/26	MEDICARE SUPPLEMENT	Open
			\$409.42
			\$0.00
00611		COUNTY OF CAPE MAY (FUEL)	
26-00464	02/26/26	DIESEL//NO LEAD/DPW	Open
			\$24,591.89
			\$0.00
00630		CMC CHAMBER OF COMMERCE	
26-00171	01/21/26	CHAMBER MEMBERSHIP 2026	Open
			\$685.00
			\$0.00
00784		CAPE MAY STAR & WAVE	
26-00558	03/10/26	Legals - 2/25 & 3/4	Open
			\$90.00
			\$0.00
01075		COPIERS PLUS*	
26-00478	03/03/26	INK FOR DUPLICATOR	Open
			\$85.00
			\$0.00
01171		VERIZON WIRELESS - TOWNHALL	
26-00546	03/10/26	VERIZON IPHONE#723051842-00001	Open
			\$1,382.26
			\$0.00
01200		DELTA DENTAL PLAN OF NJ	
26-00565	03/11/26	JAN 2026 DENTAL ADMIN	Open
			\$1,426.92
26-00566	03/11/26	FEB 2026 DENTAL CLAIMS	Open
			\$14,401.55
			\$0.00
			<b>Vendor Total: \$15,828.47</b>
01201		DELL MARKETING LP	
26-00200	01/21/26	NEW COMPUTERS REC.AIDE/OFFICE	Open
			\$5,976.69
			\$0.00
01246		ROCCO SANSONE	
26-00540	03/09/26	REFEREE- IN-HOUSE B-BALL	Open
			\$40.00
			\$0.00
01250		SCOTT DOUGLASS	
26-00568	03/11/26	VISION REIMBURSEMENT	Open
			\$252.41
			\$0.00
01480		E-Z PASS	
26-00476	03/03/26	TOLL BY PLATE- POLICE	Open
			\$10.00
26-00477	03/03/26	DPW REPLINISH EZ PASS 2/5/26	Open
			\$100.00
			\$0.00
			<b>Vendor Total: \$110.00</b>
01741		GENTILINI CHEVROLET, LLC ~	

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01741		GENTILINI CHEVROLET, LLC ~					
				<i>Account Continued</i>			
26-00441	02/25/26	SENSOR/TIRE/DPW	Open	\$1,007.52	\$0.00		
01806		ANTHONY J HARVATT, II, ESQ					
26-00352	02/10/26	ZBA RESOLUTION VOUCHER	Open	\$200.00	\$0.00		
01873		HOME DEPOT*					
26-00144	01/21/26	SUPPLIES/BLDG/DPW	Open	\$474.14	\$0.00		
26-00438	02/25/26	MILLMAN ROOF SUPPLIES	Open	\$343.78	\$0.00		
26-00479	03/03/26	PAINT FOR MILLMAN CENTER	Open	\$66.42	\$0.00		
		<b>Vendor Total:</b>		<b>\$884.34</b>			
02025		HUNTER JERSEY PETERBILT~					
25-03463	12/31/25	MATERIAL/DPW	Open	\$1,518.62	\$0.00		
02027		JESCO INC~					
26-00358	02/11/26	PARTS FOR BACK HOE/DPW	Open	\$443.79	\$0.00		
02032		JOHN'S AUTO BODY					
26-00397	02/19/26	CAR 126 REPAIRS	Open	\$1,182.00	\$0.00		
02632		N J PLANNING OFFICIALS*					
26-00472	03/03/26	BRD MANDATORY TRAINING & BOOKS	Open	\$195.00	\$0.00		
03090		NJSACOP - ALUMNI ASSOC					
26-00503	03/04/26	NEW POLICE CHIEFS ORIENTATION	Open	\$650.00	\$0.00		
03160		OFFICE BASICS, INC*					
26-00181	01/21/26	HON 4-DRAWER LATERAL FILE NCIC	Open	\$1,421.28	\$0.00		
26-00182	01/21/26	HON 2-DRAWER LATERAL FILE	Open	\$689.11	\$0.00		
		<b>Vendor Total:</b>		<b>\$2,110.39</b>			
03387		POGUE INC. *					
26-00426	02/25/26	SAFETY AND HEALTH/DPW	Open	\$3,270.00	\$0.00		
26-00505	03/04/26	SAFETY AND HEALTH CONSORTIUM	Open	\$143.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$3,413.00</b>			
03495		ELIZABETH BYRNE					
26-00542	03/09/26	RETIRED MEDICARE SUPPLEMENT	Open	\$715.38	\$0.00		
03518		RIGGINS, INC.*					
26-00524	03/05/26	HIGHWAY DIESEL/DPW	Open	\$154.24	\$0.00		
26-00525	03/05/26	OFF HIGHWAY DIESEL/DPW	Open	\$621.35	\$0.00		
		<b>Vendor Total:</b>		<b>\$775.59</b>			
03692		SOUTH JERSEY GAS CO*					
26-00560	03/11/26	SOUTH JERSEY GAS JAN/FEB 2026	Open	\$9,159.78	\$0.00		
03971		VERIZON WIRELESS MDT POLICE					
26-00569	03/11/26	VERIZON MDTs JAN-FEB 2026	Open	\$1,620.89	\$0.00		
03985		VILLAS NAPA AUTO PARTS ~					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03985		VILLAS NAPA AUTO PARTS ~					
				<i>Account Continued</i>			
26-00308	02/05/26	RDS/SANT/RECY/DPW	Open	\$3,584.12	\$0.00		
03992		VAL-U AUTO PARTS LLC ~					
26-00107	01/15/26	RDS/SANT/RECY/DPW	Open	\$2,831.00	\$0.00		
04041		WEIGHTS & MEASURES FUND					
26-00351	02/10/26	TUNING FORKS INSPECTION 2026	Open	\$440.00	\$0.00		
04076		ASSOC OF NEW JERSEY RECYCLERS*					
25-03113	11/21/25	2026 SUSTAINABILITY /CEU	Open	\$450.00	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
26-00423	02/25/26	PD SAFETY CABINET FILL 1/23/26	Open	\$97.41	\$0.00		
26-00474	03/03/26	TOWNHALL RESTOCK 2/26/26	Open	\$34.23	\$0.00		
26-00496	03/04/26	PD MED BOX RESTOCK 2-20-2026	Open	\$50.53	\$0.00		
			<b>Vendor Total:</b>	<b>\$182.17</b>			
05083		ALLEGRA MARKETING,PRINT & MAIL					
26-00439	02/25/26	UCC FORMS	Open	\$620.00	\$0.00		
5055		MATTHEW GAMBLE					
26-00544	03/10/26	VISION REIMBURSEMENT	Open	\$285.00	\$0.00		
6071		UNITED UNIFORMS LIMITED LIAB*					
26-00071	01/13/26	R.Occhipinti boots	Open	\$139.00	\$0.00		
26-00498	03/04/26	INVOICE 13-1092676 PD UNIFORMS	Open	\$419.00	\$0.00		
26-00499	03/04/26	CLASS A & B TERINONI & O'NEAL	Open	\$888.00	\$0.00		
26-00500	03/04/26	ACADEMY UNIFORM - M. HEBRON	Open	\$1,090.48	\$0.00		
26-00501	03/04/26	ACADEMY UNIFORM - HARRIS-ADENS	Open	\$930.50	\$0.00		
			<b>Vendor Total:</b>	<b>\$3,466.98</b>			
6074		CAPE ATLANTIC JUNIOR FOOTBALL					
26-00265	01/28/26	2026 LEAGUE APPLICATION FEE	Open	\$100.00	\$0.00		
7098		SHORE VETERINARIAN ANIMAL					
26-00065	01/13/26	RES 26-47 26-27-28 DNE 64,800	Open	\$10,800.00	\$0.00		B
7354		FLEETPRIDE INC.					
26-00442	02/25/26	MATERIAL FOR VEHICLE/DPW	Open	\$336.36	\$0.00		
26-00511	03/05/26	MATERIALS/ DPW	Open	\$336.36	\$0.00		
			<b>Vendor Total:</b>	<b>\$672.72</b>			
7475		SUZANNE M SCHEID					
26-00545	03/10/26	CONTRACT REIMBURSEMENT	Open	\$3,406.00	\$0.00		
7535		KYLE BOYLE					
26-00425	02/25/26	TRAINING REIMBURSEMENT - FUEL	Open	\$40.00	\$0.00		
7711		LORETTA MURPHY					
26-00556	03/10/26	REFEREE- IN-HOUSE B-BALL	Open	\$135.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7727 26-00570	03/11/26	ANDREW MCCLOSKEY VISION REIMBURSEMENT	Open	\$116.78	\$0.00		
7751 26-00388	02/19/26	HOFFMAN'S EXTERMINATING PEST AGREEMENTS/ 2 CONTRACTS	Open	\$211.35	\$0.00		
7820 24-02404	09/06/24	DEBLASIO & ASSOCIATES, P.C RES 2024-288 C/O 2 DPW BUILDNG	Open	\$8,975.00	\$0.00		B
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$360.00	\$0.00		
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$275.00	\$0.00		B
25-02233	08/21/25	RES #2025-290 (LTC-059) CHG 1	Open	\$9,086.25	\$0.00		
25-03082	11/21/25	RES 2025-380 LTC071 ARCTIC AVE	Open	\$22,857.50	\$0.00		B
25-03094	11/21/25	RES 25-383 CO #1 LTC070 DEL	Open	\$2,500.00	\$0.00		B
26-00074	01/13/26	RES 2025-410 LTC-072 DIAMOND	Open	\$6,300.00	\$0.00		B
26-00393	02/19/26	PARKING ANALYSIS D.B.	Open	\$8,175.00	\$0.00		B
26-00536	03/09/26	ZBA BOARD ENGINEER VOUCHER	Open	\$652.36	\$0.00		
<b>Vendor Total:</b>				<b>\$59,181.11</b>			
7929 26-00193	01/21/26	AMAZON CAPITAL SERVICES, INC ~ FURNISHINGS FOR CONFRENCE ROO	Open	\$253.63	\$0.00		
26-00339	02/09/26	WINTER JACKET- DOUGLASS, J	Open	\$199.99	\$0.00		
26-00344	02/09/26	OFFICE SUPPLIES	Open	\$477.04	\$0.00		
26-00437	02/25/26	LACROSSE & VACUJMS	Open	\$852.24	\$0.00		
26-00445	02/25/26	SUPPLIES	Open	\$61.34	\$0.00		
26-00461	02/26/26	SOCKET SETS	Open	\$227.98	\$0.00		
26-00523	03/05/26	DOOR STOPS & LACROSSE EQUIPMEI	Open	\$209.76	\$0.00		
<b>Vendor Total:</b>				<b>\$2,281.98</b>			
7959 26-00322	02/09/26	ALL PRO TEAM SPORTS LACROSSE JERSEYS - 1ST & 2ND	Open	\$1,150.00	\$0.00		
8012 26-00552	03/10/26	FRED LAHM REFEREE- IN-HOUSE B-BALL	Open	\$45.00	\$0.00		
8072 26-00467	02/27/26	JOHNSONS CONTROL SERCURITY * MAINTENANCE AGREEMENT 2026	Open	\$128.16	\$0.00		B
8175 26-00422	02/25/26	INTEGRITY INTERPRETING LLC COURT ON DEMAND INTERPRETING	Open	\$194.25	\$0.00		
8197 26-00264	01/28/26	GREAT AMERICAN FINANCIAL SERV LEASE MAIL MACHINE 1/26-12/26	Open	\$650.00	\$0.00		B
8212 26-00400	02/19/26	MICHAEL CALAFATI ARCHITECT LLC FOSTER HOUSE	Open	\$2,087.50	\$0.00		B
8463 26-00413	02/25/26	FORERUNNER INDUSTRIES INC * Forerunner 2026	Open	\$15,159.00	\$0.00		
8575		FAMILY AUTO GLASS					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8575		FAMILY AUTO GLASS					
							<i>Account Continued</i>
26-00510	03/05/26	REPLACE WINDSHIELD/DPW	Open	\$700.00	\$0.00		
8721		BLANEY, DONOHUE, & CURIO, PC					
26-00080	01/13/26	RES 26-02 LABOR DNE 40K	Open	\$1,003.00	\$0.00		B
8723		HOFFMAN INTERNATIONAL INC*					
26-00516	03/05/26	WIPERS BLADES/DPW	Open	\$108.00	\$0.00		
8908		COMCAST BUISNESS PHONES					
26-00559	03/11/26	COMCAST MARCH 26 #905366178	Open	\$1,319.70	\$0.00		
8927		TIM CASWELL					
26-00539	03/09/26	IN-HOUSE REFEREE B-BALL	Open	\$900.00	\$0.00		
8931		CAPE REGIONAL URGENT CARE LLC					
26-00411	02/25/26	EXAMS FOR ACADEMY RECRUITS	Open	\$591.00	\$0.00		
9026		STARR SEPTIC LLC ~					
26-00517	03/05/26	LUXURY BATHROOM/DPW	Open	\$948.00	\$0.00		
9111		MICHAEL SHANK					
26-00553	03/10/26	REFEREE- IN-HOUSE B-BALL	Open	\$90.00	\$0.00		
9134		ASCENDANCE TRUCK EASTERN PA					
26-00515	03/05/26	TUBE /DPW	Open	\$225.21	\$0.00		
9140		BILL MULLIGAN					
26-00541	03/09/26	REFEREE- IN-HOUSE B-BALL	Open	\$1,075.00	\$0.00		
9216		ATLANTICARE REGIONAL MEDICAL					
26-00432	02/25/26	ATLANTICARE 2026 RES #2024-229	Open	\$10,000.00	\$0.00		B
9268		ADOBE INC					
26-00475	03/03/26	2/21/26- 2/20/27 ADOBE SUBSCRIP	Open	\$255.77	\$0.00		PC1
9296		ALTEK BUSINESS SYSTEMS INC					
26-00469	02/27/26	11/15- 2/14/26 COPIER USAGE PD	Open	\$124.03	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
26-00062	01/12/26	RES 26-01 DNE \$140K	Open	\$10,800.00	\$0.00		B
9317		VERIZON CONNECT FLEET USA LLC					
26-00512	03/05/26	GPS 03/02/26-04/01/26	Open	\$341.10	\$0.00		
9445		TWIN ROCKS WATER					
26-00417	02/25/26	PD WATER DELIVERY 1/29 & 2/11	Open	\$309.70	\$0.00		
26-00424	02/25/26	PD WATER DELIVERY 1-14-2026	Open	\$89.85	\$0.00		
26-00473	03/03/26	WATER DELIVERY 2/25/26 TWN HAL	Open	\$289.76	\$0.00		
26-00497	03/04/26	PD WATER DELIVERY 2-25-2026	Open	\$89.85	\$0.00		
		<b>Vendor Total:</b>		<b>\$779.16</b>			

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9453 25-03460	12/31/25	CAPITAL ONE TRADE CREDIT SUPPLIES/DPW	Open	\$415.18	\$0.00		
9485 26-00470	02/27/26	BRAVEN HEALTH MARCH 2026 RETIREE HEALTH	Open	\$29,715.92	\$0.00		
9495 25-03442	12/31/25	BLUE VOICE INC. BLUE VOICE SOFTWARE	Open	\$12,000.00	\$0.00		
9498 26-00039	01/08/26	NATIONAL TIME SYSTEMS, INC. Attendance On Demand-Ini/Mthl	Open	\$995.00	\$0.00		
9506 26-00178	01/21/26	WATERWAYS WATER SERVICE, LLC EMERGENCY WORK-WELL & PUMP	Open	\$2,200.00	\$0.00		
9514 26-00361	02/11/26	SUZANNE STOINSKI BLOCK 748 LOT 28.01	Open	\$1,999.96	\$0.00		
BASILE 26-00526	03/05/26	FRANK BASILE 2025-26 BASKETBALL ASSIGNOR	Open	\$275.00	\$0.00		
CARTYW 26-00538	03/09/26	WALLACE CARTY REFEREE- IN-HOUSE B-BALL	Open	\$90.00	\$0.00		
PRINCE 26-00550	03/10/26	STEPHEN PRINCE JR REFEREE - IN-HOUSE B-BALL	Open	\$395.00	\$0.00		
ROSSIS 26-00551	03/10/26	STEVEN ROSSI REFEREE- IN-HOUSE B-BALL	Open	\$135.00	\$0.00		

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**Total Purchase Orders: 110 Total P.O. Line Items: 0 Total List Amount: \$303,543.45 Total Void Amount: \$0.00**

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

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

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

RESOLUTION #2026-129

Title: RENEWAL OF TRAILER PARK LICENSE FOR THE YEAR 2026

WHEREAS, the following applicant has submitted an application for renewal of their trailer park license for the year 2026; and

WHEREAS, the appropriate license fees have been received and the real estate taxes on subject properties are current.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the renewal of the following trailer park license for the year 2026 is hereby approved:

NAME  
LGC Shaw, LLC

LOCATION  
5200 Shawcrest Road

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

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

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

RESOLUTION #2026-130

Title: RENEWAL OF 2026 CAMPGROUND LICENSES

WHEREAS, Beachcomber Camping Resort, Sun Retreats Cape May Wildwood, Sun Retreats Seashore, Sun Outdoors Cape May and Cape Island Resort have applied for renewal of their Campground Licenses; and

WHEREAS, the applicants have paid the required license fees.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Campground Licenses for the following are hereby renewed for the period of April 1, 2026 through March 31, 2027, subject to all real estate taxes being current.

Beachcomber Campground, Inc.  
Sun Lake Laurie RV, LLC  
Sun Seashore RV, LLC  
Sun Holly Shores, LLC  
Sun Cape Island, LLC

t/a Beachcomber Camping Resort  
t/a Sun Retreats Cape May Wildwood  
t/a Sun Retreats Seashore  
t/a Sun Outdoors Cape May  
t/a Cape Island Resort

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

Julie A Picard, Township Clerk

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

RESOLUTION #2026-131

Title: RESOLUTION CONFIRMING THE APPOINTMENT OF KAREN FOURNIER AS THE LOWER TOWNSHIP MUNICIPAL CLERK EFFECTIVE APRIL 16, 2026

WHEREAS, Lower Township Municipal Clerk Julie Picard will retire on April 15, 2026; and

WHEREAS, pursuant to N.J.S.A.40A:9-133; In every municipality there shall be a municipal Clerk appointed for a three (3) year term by the governing body of the municipality; and

WHEREAS, the term of the municipal clerk shall be deemed to begin the date the appointment begins; and

WHEREAS, Township Manager Michael Laffey has recommended Karen Fournier be appointed to the position of Municipal Clerk for a three (3) year term effective April 16, 2026 at a salary of \$114,298.96 per year.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Karen Fournier is hereby appointed as Lower Township's Municipal Clerk for a three (3) year term effective April 16, 2026. .

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026

Julie A Picard, Township Clerk

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

RESOLUTION #2026-132

Title: **A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PARKMOBILE, LLC TO PROVIDE PARKING FEE COLLECTION AND MANAGEMENT SERVICES IN CONNECTION WITH PAID PARKING ZONES AND PARKING METERS**

**WHEREAS**, the Township of Lower seeks to implement a parking fee management system in connection with parking meters and/or designated parking zones within the Township; and

**WHEREAS**, the Township desires to enter into an agreement with ParkMobile, LLC for mobile parking fee collection and related parking management services; and

**WHEREAS**, N.J.S.A. 52:34-6.2(b) authorizes local contracting units to utilize nationally recognized and accepted cooperative purchasing agreements to procure goods and services; and

**WHEREAS**, the Township Council of the Township of Lower has determined that it is in the best interest of the Township to authorize a contract with ParkMobile, LLC, pursuant to OMNIA Partners Cooperative Purchasing Contract No. 158974, for the provision of parking fee collection and management services; and

**WHEREAS**, the Township's authorization to execute and implement such agreement is expressly contingent upon the adoption and effective date of an ordinance establishing parking meters and/or a parking zone within the Township, and the Agreement shall not become operative until the Ordinance is effective; and

**WHEREAS**, ParkMobile shall be required to submit all statutorily required procurement, pay-to-play, business registration, disclosure, and insurance documentation prior to execution of the agreement; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds, if and to the extent required, or the agreement shall be structured so that transaction or convenience fees are borne by the end user in accordance with the agreement and applicable law.

**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 and Township Clerk are hereby authorized to execute an Agreement with ParkMobile, LLC, pursuant to OMNIA Partners Cooperative Purchasing Contract No. 158974, to provide parking fee collection and management services in connection with paid parking zones and parking meters within the Township of Lower.

**BE IT FURTHER RESOLVED** that the Agreement with ParkMobile, LLC shall not become operative, and no parking fee collection or enforcement activity shall begin unless and until the Ordinance establishing parking meters and/or parking zones within the Township is effective.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

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



**ParkMobile Service Agreement**

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 ("ParkMobile") and Township of Lower - NJ, a New Jersey Government, with offices at 2600 Bayshore Road, Villas, New Jersey 08251, United States ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
<b>Legal Name:</b>	Township of Lower - NJ	<b>Legal Name:</b>	ParkMobile, LLC
<b>Contact:</b>	Michael Laffey	<b>Sales Rep:</b>	
<b>Email:</b>	mialaffey@townshipoflower.org	<b>Email:</b>	shay.monteverdi@arrive.com
<b>Phone:</b>	609-886-2005 ext. 132	<b>Phone:</b>	(877) 727-5457
<b>Address:</b>	2600 Bayshore Road, Villas, New Jersey 08251, United States	<b>Address:</b>	ParkMobile, LLC 1075 Peachtree St. NE Ste 3100 Atlanta, GA 30309
<b>For legal notices:</b>			
with a copy to ParkMobile's Legal Department at the above address and to <a href="mailto:legal@parkmobile.io">legal@parkmobile.io</a> .			

SERVICE TERMS	
<b>Services</b>	ParkMobile will provide Client with the Services related to the following types of parking transactions: <b>On Demand</b>
<b>Initial Term</b>	5 years beginning on the Effective Date
<b>Renewal</b>	This Agreement will automatically renew for additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
<b>Termination</b>	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
<b>Merchant of Record</b>	The parties designate ParkMobile as the merchant of record. ParkMobile will remit any amounts due Client in arrears to Client by the 15th of the following month.
<b>Parking Locations</b>	The Services will be provided to Client in the following locations / geographical territory: <b>All Client locations</b>



**ParkMobile Service Agreement**

<b>Signage</b>	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
<b>Governing Law</b>	State of New Jersey
<b>Schedules</b>	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$0.00	\$0.00
Custom Development	0	\$0.00/hr	\$0.00
<b>Total Implementation Fees:</b>			<b>\$0.00</b>

ADDITIONAL FEES	
Call Center & Customer Support	\$0.00
Client Support & Maintenance	\$0.00
Hosting	\$0.00
Enforcement Portal	\$0.00
Reporting Portal	\$0.00
Marketing & Advertising	\$0.00

USER FEES		
On Demand User Fee	\$0.75	per transaction

The parties have executed this Agreement as of the Effective Date.

**TOWNSHIP OF LOWER - NJ**

Signed by:  
 By: Michael Laffey  
 Name: Michael Laffey  
 Title: Manager  
 Date: 3/12/2026

**PARKMOBILE, LLC**

Signed by:  
 By: Andreas Larsson  
 Name: Andreas Larsson  
 Title: Head of GTM On Street NA  
 Date: 3/13/2026



## ParkMobile Service Agreement

### SCHEDULE 1: CLIENT GENERAL TERMS & CONDITIONS

#### 1. SERVICES

- 1.1 **General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 **Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 **ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 **Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 **Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 **Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 **Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.
- 1.8 **PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 **Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

#### 2. ACCESS & USE OF PLATFORM

- 2.1 **Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 **Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for

Client's internal business purposes in connection with its use of the Services.

- 2.3 **Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.
- 2.4 **Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.
- 2.5 **Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.
- 2.6 **Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise cancel Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv)



**ParkMobile Service Agreement**

Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

**3. CLIENT RESPONSIBILITIES**

- 3.1 Use of Platform Account.** Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.
- 3.2. Parking Information.** Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.
- 3.3. Effect of Client Failure or Delay.** ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

**4. SERVICE AND SUPPORT**

- 4.1. Scheduled Maintenance.** ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.
- 4.2 Client Support.** ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to [support@parkmobile.io](mailto:support@parkmobile.io). For issues relating to Reservation Parking Services, Client may submit a support request via email to [prs@parkmobile.io](mailto:prs@parkmobile.io). ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to [applicationsupport@parkmobile.io](mailto:applicationsupport@parkmobile.io).

**4.3 End-User Support.** ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

**5. CONFIDENTIAL INFORMATION**

- 5.1 General.** Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.
- 5.2 Personal Data.** In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

**6. INTELLECTUAL PROPERTY OWNERSHIP**

- 6.1 Client Data.** Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.
- 6.2 Client Brand Features.** Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.
- 6.3 ParkMobile IP.** Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.
- 6.4 ParkMobile Brand Features.** ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.
- 6.5. ParkMobile User Data.** ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties



**ParkMobile Service Agreement**

acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

**6.6 Resultant Data.** Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

**6.7 Reservation of Rights.** ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

**7. FEES AND PAYMENT**

**7.1 Fees.** Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

**7.2 Payment Terms.** The parties designate ParkMobile as the merchant of record. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

**7.3 Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

**7.4 Late Payment.** If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

**7.5 No Deductions or Setoffs.** All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

**7.6 Fee Increases.** Beginning on the first anniversary of the Effective Date and continuing annually thereafter on a compounding basis, fees shall increase by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12-

month period, whichever is greater. Based on this criteria, fees shall then round up to the nearest two (2) decimal places. This change will take effect without prior notice to Client.

**7.7 Limited Payment Agent.** Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

**8. REPRESENTATIONS AND WARRANTIES**

**8.1 Mutual.** Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

**8.2 ParkMobile.** ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

**8.3 Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

**9. INDEMNIFICATION**

**9.1 Mutual.** Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.



**ParkMobile Service Agreement**

- 9.2 **ParkMobile.** ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.
- 9.3 **Client.** Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.
- 9.4 **Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.
- 9.5 **Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 10. **LIMITATION OF REMEDIES AND DAMAGES**
- 10.1 **Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY

- AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10.2 **Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 10.3 **Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.
- 11. **ADDITIONAL TERMS**
- 11.1 **Omnia.** ParkMobile is an awarded vendor with Omnia ("Omnia") to provide integrated parking management systems to public agencies at established rates as set forth in Omnia Contract No. 158974 ("Omnia Contract"). Client's procurement code authorizes the use of other contracts, including the Omnia Contract, as an acceptable method of procurement of competitively bid prices. Except as supplemented by the terms of this Agreement, all terms and provisions of the Omnia Contract remain unchanged and in full force and effect.

- 12. **GENERAL TERMS**
- 12.1 **Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.
- 12.2 **Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 12.3 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 12.4 **Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's



**ParkMobile Service Agreement**

normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to [legal-notices@parkmobile.io](mailto:legal-notices@parkmobile.io).

- 12.5 Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, United States of America (including its statutes of limitations).
- 12.6 Amendment; Waivers.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.
- 12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or

located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

**12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

**13. DEFINITIONS**

**"Access Credentials"** means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

**"Authorized User"** means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

**"Brand Features"** means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

**"Client Data"** means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

**"Confidential Information"** means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

**"Documentation"** means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

**"IP Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Parking Information"** means parking zones, parking rates, parking restrictions, selected payment methods, and other



## ParkMobile Service Agreement

information necessary for the provision of the Services for a specific Parking Location.

**"Parking Location"** means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

**"ParkMobile Application"** means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

**"ParkMobile User"** means an end user that uses the ParkMobile Application.

**"ParkMobile User Data"** means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

**"PCI Data"** means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

**"Personal Data"** means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

**"Platform"** means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

**"Resultant Data"** means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

**"Services"** means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.



**SCHEDULE 2: SERVICES  
ON-DEMAND PARKING SERVICES**

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.



## ParkMobile Service Agreement



**SCHEDULE 3:  
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes ParkMobile, LLC to make payment to a business electronically. **All payments will be paid in the account designated by the voided check or bank letter attached to this form once it has been verified by ParkMobile, LLC via telephone call, otherwise a check will be issued to the address on file.** It is the responsibility of the client to notify ParkMobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

**PAYEE/CLIENT INFORMATION**

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
VERIFICATION CALL BACK CONTACT PERSON:
VERIFICATION TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
<b>PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION</b>

This authorizes ParkMobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by Client in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

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

RESOLUTION #2026-133

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICAN BOUNCE FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP EASTER EGG HUNT/SPRING FLING ON MARCH 28, 2026

WHEREAS, Lower Township's Easter Egg Hunt/Spring Fling is an annual community event hosted by the Township of Lower; and

WHEREAS, the 2026 Easter Egg Hunt/Spring Fling is scheduled to take place on March 28, 2026 at the Freeman Douglass Field; and

WHEREAS, in connection with the Easter Egg Hunt/Spring Fling, the Township of Lower provides a number of recreational activities, music, and food to the general public; 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 \$1,750.00 ; and

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

Appropriation: 30-420-251 and 30-420-252

Signature:

  
James Craft, 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 March 28, 2026 event.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

Julie A Picard, Township Clerk

# American Bounce

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

## **\*\*Rental Agreement\*\***

Rental Date: 3/28/26 Deposit: \$0.00 Balance Due: \$1750.00  
Name: Lower Township Address: 2600 Bayshore Rd. #1 Villas, NJ 08251  
Start time: 11:00 am End time: 2:00 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 #10685  
NJ #07157

Candy Kid Zone  
Adrenaline Rush OC

Permit #I-16154  
Permit #I-15493

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: Christy H  
Authorized Representative for AMERICAN BOUNCE

date 3/10/26

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

LESSEE: \_\_\_\_\_ date  / /

Print

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2028

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).

<b>PRODUCER</b> First Commercial Insurance Agency P.O. Box 295 Cassadaga FL 32708		<b>CONTACT NAME:</b> Tony Cannizzaro <b>PHONE (AG, Ho, Ext):</b> (386) 775-1781 <b>E-MAIL ADDRESS:</b> tony@firstcommfl.com <b>FAX (AG, No):</b>	
<b>INSURED</b> Homer Enterprises LLC dba American Bounce 443 Almond Rd Pittsgrove NJ 08318		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37540	

**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 INSD	SUBH WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZISMB2828 01	09/27/2025	09/27/2026	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) \$ 25,000
	<input checked="" type="checkbox"/> 3 Year Extended Reporting Clause						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				\$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED <input type="checkbox"/>		RETENTION \$ <input type="checkbox"/>				AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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 regards the General Liability policy when required by written contract subject to the terms, conditions, and exclusions of the policy.

Event Date: 03/28/26  
 Event Location: 2600 Bayshore Road, Villas, NJ 08261

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
Lower Twp.  2600 Bayshore Rd. Villas NJ 08261		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>Anthony Cannizzaro</i>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/08/2025

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).

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

**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 (R) SUBR (S) / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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"/> LOO OTHER:					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0	
	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE OED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N9WC874024	04/07/2025	04/07/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	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

<b>CERTIFICATE HOLDER</b>  Lower Township 2600 Bayshore Rd. Villas, NJ 08251	<b>CANCELLATION</b>  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>Rachel Engh</i>
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# CERTIFICATE OF LIABILITY INSURANCE

**ISSUING DATE (MM/DD/YYYY)**  
03/10/2026

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.**

<b>INSURED:</b> AMERICAN BOUNCE See Additional Remarks Schedule 443 ALMOND RD PITTSBORO, NJ 08318	<b>INSURANCE CARRIER AFFORDING COVERAGE:</b> <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:			<b>NAIC #</b>  12122
GENERAL LIABILITY:														
AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122												
UMBRELLA LIABILITY:														
WORKERS COMP:														

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
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE  GENERAL AGGREGATE LIMIT APPLIES: <input type="checkbox"/> POLICY <input type="checkbox"/> LOCATION <input type="checkbox"/> PROJECT			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each Occurrence) \$ MED EXP (Any One Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODS - COMP/DPS AGG \$ COMBINED SINGLE LIMIT \$1,000,000 ((Each accident)) BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B2963841 CAGM	05/21/2025 - 05/21/2026	E.L. EACH ACCIDENT \$ E.L. DISEASE-EACH EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ PER STATUTE
<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$			
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			

SEE ATTACHED ADDITIONAL REMARKS SCHEDULE FOR DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

<b>CERTIFICATE HOLDER</b> Lower Township 2600 Bayshore Rd Villas, NJ 08251	<b>ADDITIONAL INSURED (IF APPLICABLE)</b> <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 &amp; 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</td> </tr> <tr> <td><input type="checkbox"/> UMB</td> <td><input type="checkbox"/> UMB</td> <td>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	<input type="checkbox"/> UMB	<input type="checkbox"/> UMB	UMB NON-CONTRIB
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														
<input type="checkbox"/> UMB	<input type="checkbox"/> UMB	UMB NON-CONTRIB														

<b>CANCELLATION</b> 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
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## ADDITIONAL REMARKS SCHEDULE

<b>INSURED:</b> AMERICAN BOUNCE 443 ALMOND RD PITTSBORO, NJ 08318	<b>INSURANCE CARRIER AFFORDING COVERAGE:</b>		<b>NAIC #</b>
	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	AMERICAN BOUNCE, HORNER ENTERPRISES LLC
	Umbrella Liability	
	Workers Compensation And Employers' Liability	

**ADDITIONAL REMARKS:**

Event Date: 3/28/26

Additional Insured: Lower Twp.

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.

**AMUSEMENT RIDES  
HOLD HARMLESS AGREEMENT**

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

**WITNESSETH:**

1. Dan Horner of American Bounce (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of Lower 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: Egg Hunt/Spring Fling Date: 3/28/26 Rain Date: \_\_\_\_\_

Dated: 12/18/25 Signed: [Signature]

Authorized Signature of the Contractor

Witness: [Signature]

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

RESOLUTION #2026-134

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:

March 28, 2026 - Easter Egg Hunt/Spring Fling

May 22, 2026 - Family Fun Night/Movies in the Park

July 3, 2026- Independence Day Festival

August 1, 2026 – Coombs/Douglass Memorial Bay Run

September 18, 2026 - Family Fun Night/Movies in the Park

October 10, 2026 – Halloween Costume Parade

October 18, 2026 – Halloween Trunk or Treat

October 24, 2026 – Halloween Haunted Trails

November 7, 2026 – Veteran's Day Parade

December 13, 2026 – Ferry Merry Christmas

December 27, 28 & 29, 2026 – Thomas Beheler/Greater Cape May Elks Basketball Tournament

December 31, 2026 - New Years Eve Party

\*\*\* All dates subject to change

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							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026

Julie A Picard, Township Clerk

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

RESOLUTION #2026-135

Title: A RESOLUTION AUTHORIZING ADVERTISEMENT OF A NOTICE TO BIDDERS FOR THE RESURFACING OF VARIOUS STREETS – DIAMOND BEACH

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 Clerk is hereby authorized to advertise a Notice to Bidders on the Township Website on March 18, 2026.

BE IT FURTHER RESOLVED that the Bid Documents and drawings for the proposed work for the Resurfacing of Various Streets – Diamond Beach are hereby approved and are available through DeBlasio & Associates.

FURTHER RESOLVED that sealed proposals will be received by the Lower Township Clerk's Office, 2600 Bayshore Road, Villas, NJ on Wednesday, April 1, 2026 at 10am prevailing time for the Resurfacing of Various Streets – Diamond Beach

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

Julie A Picard, Township Clerk

**NOTICE TO BIDDERS**  
**RESURFACING OF VARIOUS STREETS – DIAMOND BEACH**

Notice is hereby given that sealed proposals will be received by **Lower Township Clerk's Office, Cape May County, New Jersey** for the **Diamond Beach Road Resurfacing** opened and read in public at the **Township of Lower Municipal Building, 2600 Bayshore Road, Villas, Cape May County, New Jersey** on **April 1, 2026 at 10:00 a.m.** prevailing time for:

**RESURFACING OF VARIOUS STREETS – DIAMOND BEACH**

Bid Documents and Drawings for the proposed work, which have been prepared by DeBlasio & Associates, P.C., are available at the office of said Engineer at 4701 New Jersey Avenue, Wildwood, New Jersey 08260, and may be inspected by prospective bidders during business hours.

Bidders will be furnished with a copy of the Bid Documents by request upon proper notice and payment of a non-refundable charge of \$75.00 payable to DeBlasio & Associates, P.C., for reproduction and processing.

Proposals must be made on the standard Proposal Forms in the manner designated in the Bid Documents, must be enclosed in sealed envelopes bearing the name and address of the Bidder, and the name of the work on the outside addressed to Purchasing Agent, **Township of Lower**; and must be accompanied by a statement of Consent of Surety from a surety company authorized to do business in the State of New Jersey and acceptable to the Township and either a Bid Bond, Certified or Cashier's Check drawn to the order of the **Township of Lower** for not less than ten percent (10%) of the amount bid, except that the check need not exceed \$20,000.00. The successful bidder is hereby notified that a performance bond for the full amount of the project is required.

**One (1) original and two (2) copies of the bid submission are required.**

The successful bidder will be required to execute a contract for the performance of the said work or the furnishing of said material or both, as the case may be, and a surety bond to be executed by a reliable surety company in a sum equal to the amount of the contract price for said work and/or material, guaranteeing the performance of the contract, which surety bond and contract shall be approved as to form and execution by the Township Solicitor.

The bidders shall also be required to comply with the following:

- A. Affirmative Action requirements (N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27).
- B. Certification Pursuant to P.L. 2012, C.25 (no investment activities in Iranian financial or energy sectors)
- C. The provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et. seq.).
- D. Americans with Disability Act of 1990, Title II (42 U.S.C. S121 01).

- E. Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1).
- F. Stockholder Disclosure Certification (P.L. 1977, C.33, N.J.S.A. 52:25-24.2).
- G. Business Registration Certification (N.J.S.A. 52:32-44).
- H. Public Works Contractors Registration (N.J.S.A. 34:11-56.48).
- I. Consent of Surety (N.J.S.A. 40A:11-22).
- J. Addendum Acknowledgement (N.J.S.A. 40A:11-23c. 1), 2) &3)).
- K. Subcontractors List (N.J.S.A. 40A:11-16).

The award of the contract for this project will not be made until the necessary funds have been provided by the **Township of Lower** in a lawful manner. The **Township of Lower** reserves the right to consider the bids for sixty (60) days after the receipt of said bids. The **Township of Lower** also reserves the right to reject any or all bids or to waive any informalities in the best interest of the **Township of Lower**.

Each proposal and bid must be submitted in accordance with the terms of the aforesaid specifications, must be made on standard proposal forms contained in the bid documents and shall be delivered to the place and hour mentioned above.

BY ORDER OF the Township of Lower, Cape May County, New Jersey.

Julie Picard, Municipal Clerk  
March 18, 2026

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

ORDINANCE #2026-06

Title: AN ORDINANCE AMENDING CHAPTER 570, SOLID WASTE, ARTICLE I, RUBBISH AND TRASH, SUBSECTION 4, COLLECTION DAYS AND TIMES; RECYCLABLES, OF THE CODE OF THE TOWNSHIP OF LOWER

WHEREAS, Chapter 570, Article I, Rubbish and Trash, of the Code of the Township of Lower establishes regulations governing the storage and collection of trash/rubbish throughout the Township; and

WHEREAS, the Township Council of the Township of Lower has determined that the existing regulations should be revised to further promote the public health, safety, and welfare of Township residents; and

WHEREAS, requiring the prompt removal of private trash/rubbish receptacles from the public right-of-way and curbside areas following collection will help preserve the cleanliness, appearance, and orderly character of residential neighborhoods; and

WHEREAS, establishing standards for the storage of trash/rubbish receptacles on private property will reduce visual blight, promote proper property maintenance, and prevent receptacles from being left within public view or within the public right-of-way, thereby potentially interfering with pedestrian and motor vehicle traffic; and

WHEREAS, the Township Council of the Township of Lower has determined that it is in the best interests of the Township to amend Chapter 570, Article I, Subsection 4, to establish clear standards governing the placement, removal, and storage of trash/rubbish receptacles;

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

**Section 1.** Chapter 570, Solid Waste, Article I, Rubbish and Trash, Section 4, Collection Days and Times; Recyclables, Subsection (A), is hereby amended as follows:

**570-4 Collection days and times; recyclables.**

A. Rubbish.

- (1) Rubbish will be collected in accordance with a definite schedule, which will be announced from time to time by the Department of Public Works.
- (2) When collections are made during the day, all authorized private receptacles shall be placed in the curbside area directly in front of the residence from which the rubbish is generated, within the property's street frontage, between the extended side property lines, before 7:00 a.m., but not before 7:00 p.m. on the previous day. All private receptacles shall be removed from the public right-of-way and curbside areas by no later than 7:00 p.m. on the day of collection.
- (3) All authorized private cans, receptacles, and containers shall be stored on the property from which the rubbish is generated, within the property lines, in an enclosure or corral, directly adjacent to or behind the principal structure, or within the structure itself.

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

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

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

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

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

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

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

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

First Reading: March 16, 2026

Adopted:

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

**TOWNSHIP OF LOWER  
BOND ORDINANCE NUMBER 26-03**

**BOND ORDINANCE PROVIDING FOR VARIOUS SEWER  
IMPROVEMENTS BY AND IN THE TOWNSHIP OF LOWER, IN  
THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY;  
APPROPRIATING \$2,500,000 THEREFOR AND AUTHORIZING  
THE ISSUANCE OF \$2,500,000 BONDS OR NOTES OF THE  
TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$2,500,000. No down payment is required pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law (the "Local Bond Law"), as the improvements or purposes described in Section 3 of this bond ordinance shall be funded by a loan from the New Jersey Infrastructure Bank.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$2,500,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$2,500,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**SECTION 3.** (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various sewer improvements including, but not limited to, stormwater improvements and sewer replacement on Artic Avenue; and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$2,500,000.

**SECTION 4.** In the event the United States of America, the State of New Jersey, the County of Cape May and/or a private entity make a contribution or grant in aid to the Township, for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Cape May and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Cape May and/or a private entity, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance,

and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The Capital Budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 40 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,500,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

**SECTION 8.** The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 10 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The Township Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Township Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after final adoption, and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING  
DATED: February 18, 2026

  
\_\_\_\_\_  
Julie Picard, RMC  
Clerk of the Township of Lower

\_\_\_\_\_  
Thomas Conrad, Councilman

\_\_\_\_\_  
Joseph Wareham, Councilman

\_\_\_\_\_  
Roland Roy, Councilman

ADOPTED ON SECOND READING  
DATED: March 16, 2026

\_\_\_\_\_  
Julie Picard, RMC  
Clerk of the Township of Lower

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

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

APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

\_\_\_\_\_  
FRANK SIPPEL, Mayor

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

ORDINANCE #2026-04

Title: AN ORDINANCE AMENDING CHAPTER 7, TRAFFIC, OF THE CODE OF THE TOWNSHIP OF LOWER TO ENACT ARTICLE IV, PAID PARKING ZONES/PARKING METERS, TO ESTABLISH PAID PARKING AREAS AND REGULATIONS GOVERNING OPERATION AND ENFORCEMENT

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

WHEREAS, Chapter 7, Traffic, of the Code of the Township of Lower establishes standards and regulations governing traffic and parking throughout the Township of Lower; and

WHEREAS, the Township Council of the Township of Lower finds that establishing paid parking areas and parking meter regulations in areas within the Township during the peak summer season will promote parking turnover and improve access to commercial and recreational areas; and

WHEREAS, the Township Council of the Township of Lower further finds that establishing uniform seasonal dates and hours of operation for paid parking areas and parking meters, together with posted signage and standardized payment methods, will assist the Lower Township Police Department and parking enforcement personnel in the consistent and effective enforcement of parking regulations;

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

**Section 1.** Chapter 7, Traffic, of the Code of the Township of Lower is hereby amended and supplemented through the enactment of new Article IV, entitled "Paid Parking Zones/Parking Meters," as follows:

**ARTICLE IV PAID PARKING AREAS/PARKING METERS**

**§ 7-26 Purpose and Findings.**

- A. The Township Council finds and declares that paid parking regulations are necessary to promote turnover and availability of parking in areas of high demand, and to improve access to commercial and recreational areas.
- B. This Article establishes uniform rules for the installation, operation, payment, and enforcement of paid parking areas within the Township of Lower.

**§ 7-27 Authority.**

This Article is adopted pursuant to N.J.S.A. 39:4-197 et seq., and all other applicable laws and regulations.

**§ 7-28 Definitions.**

As used in this Article, the following terms shall have the meanings indicated:

**PAID PARKING ZONE**

Any street, portion of a street, or municipal parking lot/area designated by the Township of Lower as requiring payment to park during the hours and dates set forth in this Article and/or as posted.

**PARKING METER**

Any mechanical, electronic, single-space or multi-space meter, kiosk, or other device/system used to receive payment and/or record paid parking time for one or more parking spaces, including pay-by-plate systems.

**PAYMENT STATION**

A centralized kiosk or device serving multiple spaces, including pay-and-display and pay-by-plate systems.

**MOBILE PAYMENT**

Payment made through a Township authorized mobile parking application or other electronic payment platform.

**PARKING SPACE**

A clearly marked or otherwise designated stall or space on a street or in a municipal parking area intended for the standing/parking of a single vehicle.

**§ 7-29 Establishment of Paid Parking Zones.**

A. The following streets (and portions thereof) are hereby designated as Paid Parking Zones subject to the requirements of this Article:

<b>Street</b>	<b>Side(s) of Street</b>	<b>Limits</b>
East Rochester Avenue	Both	From Diamond Sand Dollar Drive to Atlantic Avenue
Seaview Avenue	Both	From East Raleigh Avenue to the municipal boundary line with Wildwood Crest
Atlantic Avenue	Both	The entire length to the municipal boundary line with Wildwood Crest
South Station Avenue	Both	From Seaview Avenue to its eastern terminus
East Raleigh Avenue	Both	From Seaview Avenue to its eastern terminus

B. Installation and Maintenance. The Township Manager and/or such other Township official(s) designated by the Township Council are authorized to cause the installation, placement, relocation, conversion, operation, and maintenance of Parking Meters, Payment Stations, signage, and related equipment necessary to implement this Article within the Paid Parking Zones.

C. Signage Required. Paid Parking Zones shall be identified by appropriate signs, pavement markings, and/or meter/payment station instructions reasonably located to provide notice to motorists of the paid parking requirements, including the operational dates/hours established herein and the rates and time limits to be established by resolution.

**§ 7-30 Establishment of Paid Parking Zones.**

A. Seasonal Operation. Parking Meters/Paid Parking Zones shall be in effect annually from May 15<sup>th</sup> through October 15<sup>th</sup>.

B. Hours of Operation. During the seasonal operation period, Parking Meters/Paid Parking Zones shall be in effect daily, from 8:00 a.m. through 10:00 p.m.

C. No Duty to Pay Outside Operational Period. Outside the dates and hours set forth in this

- C. No Duty to Pay Outside Operational Period. Outside the dates and hours set forth in this section, there shall be no duty to pay under this Article unless otherwise posted due to a temporary special regulation lawfully established by the Township of Lower (e.g., emergency, construction, or special event restrictions).

**§ 7-31 Rates; Time Limits; Establishment by Resolution.**

- A. Rates and Time Limits to be Established by Resolution. The Township Council shall establish, and may adjust from time to time by Resolution, the following for each Paid Parking Zone and/or Parking Meter, which may vary by location:
1. Hourly rate parking rates and/or flat rates;
  2. Maximum time limits, if any;
  3. The method(s) of accepted payment, i.e. coin, credit/debit card, mobile payment, pay by plate, etc.); and
  4. Any other operational details consistent with this Article.
- B. Posting. Current rates, time limits, and payment instructions shall be posted on meters/payment stations and/or signage, or otherwise made available in a manner reasonably intended to inform the public.

**§ 7-32 Payment Required; Compliance.**

- A. No person shall park or permit a vehicle to stand in any Paid Parking Zone during the operational dates and hours set forth in § 7-30 without making the required payment for that vehicle and location.
- B. Compliance/proof of payment may be demonstrated by a meter indication, a pay and display receipt, a pay by plate record, mobile payment session record, or other Township system record, depending on the equipment in use.
- C. Motorists shall comply with all posted instructions applicable to the particular meter, payment station, mobile payment zone, or parking area, including correct entry of license plate number where required.

**§ 7-33 Prohibited Acts.**

It shall be unlawful for any person to:

- A. Park in a Paid Parking Zone during operational dates/hours without tendering the required payment;
- B. Exceed the time paid for and/or any posted maximum time limit;
- C. Deposit or cause to be deposited in any meter any slug, device, or substitute for lawful payment;
- D. Tamper with, damage, deface, obstruct, or interfere with any parking meter, payment station, or related signage/equipment;
- E. Use, attempt to use, or transfer a pay and display receipt, payment confirmation, or other authorization in a manner inconsistent with this Article and/or any posted instructions or signage.

**§ 7-34 Exemptions Required by State Law; Authorized Exemptions.**

- A. Any exemption from municipal meter fees mandated by State law (including, where applicable, for qualifying disabled veterans and Purple Heart recipients pursuant to Title 39) shall apply.
- B. The Township Council of the Township of Lower may, by Resolution Or ordinance as permitted by law, authorize limited exemptions for Township owned vehicles, emergency vehicles, or other vehicles performing essential governmental functions, provided such exemptions are applied uniformly and do not conflict with State law.

**§ 7-35 Enforcement.**

- A. This Article may be enforced by the Lower Township Police Department, parking enforcement personnel, and/or any other official(s) authorized by the Township.
- B. A vehicle found parked in a paid parking zone during operational dates/hours without a valid payment record shall constitute prima facie evidence of a violation.

**§ 7-36 Violations and Penalties.**

- A. Any person violating any provision of this Article shall, upon conviction, be subject to the penalties provided under Title 39 and/or the Township's general penalty provisions for traffic/parking offenses, as applicable, together with costs of court and other assessments permitted by law.
- B. Each separate instance of parking in violation of this Article shall constitute a separate offense.

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

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

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

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

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

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

First Reading:

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

Adopted:

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

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





Lower Township  
 2600 Bayshore Road  
 Villas, NJ 08251

## Construction Permit Activity Report

2/1/2026 -> 2/28/2026

### Summary

	<b>Cost:</b>	<b>Count:</b>			
New:	\$2,660,483.00	12	Cubic Footage:	383,479 Cu.ft	Permits Issued: 88
Addition:	\$612,150.00	5	Square Footage:	29,412 Sq.ft	Updates Issued: 3
Alteration:	\$993,838.00	74			
Demolition:	\$0.00	0			
<b>Total:</b>	<b>\$4,266,471.00</b>	<b>91</b>			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	47	\$28,046.00	\$0.00	\$28,046.00	B 90	80 %88.9	4 %4.4	6 %6.7
Plumbing:	28	\$7,750.00	\$0.00	\$7,750.00	P 47	35 %74.5	9 %19.1	3 %6.4
Electrical:	76	\$11,058.00	\$0.00	\$11,058.00	E 95	78 %82.1	9 %9.5	8 %8.4
Fire:	20	\$6,115.00	\$0.00	\$6,115.00	F 18	14 %77.8	4 %22.2	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	24	\$1,650.00	\$0.00	\$1,650.00	M 21	15 %71.4	2 %9.5	4 %19
	<b>195</b>	<b>\$54,619.00</b>	<b>\$0.00</b>	<b>\$54,619.00</b>	<b>271</b>	<b>222</b>	<b>28</b>	<b>21</b>
DCA Training:	17		1425		(Note: Does not include result of none)			
DCA State:	62		1970	\$0.00				
DCA Minimum:	10		10					
	<b>89</b>	<b>\$3,405</b>						

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA 44	\$0.00	\$0.00
Plumbing	0	0	CCO 0	\$0.00	\$0.00
Electrical	0	0	CO 8	\$2,247.00	\$4,098.00
Fire	0	0	CC 0	\$0.00	\$0.00
Mechanical	0	0	TCO 0	\$0.00	\$0.00
Elevator	0	0	TCC 0	\$0.00	\$0.00
<b>Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total: 52</b>	<b>\$2,247.00</b>	<b>\$4,098.00</b>

**NOTE:**  
 Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.  
 This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	0	\$0	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$58	Electrical	1	\$133
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
<b>Total:</b>		<b>\$58</b>	<b>Total:</b>		<b>\$133</b>
	<b>Record Count</b>	<b>Total Exempted</b>	<b>Violations</b>	<b>Fines</b>	<b>Paid</b>
DCA Fees 2	2	\$29	Issued	0	\$0.00

Payments (Based on Payment Date)	
Permit (91)	\$62,122.00
NON-UCC (2)	\$20.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
<b>Grand Total</b>	<b>\$62,142.00</b>



## Lower Township

*Fee Item Payment Totals 2/1/2026 to 2/28/2026*

Starting Receipt PMT-26-00190	Ending Receipt PMT-26-00351					<u>Bag #</u>
Cash Total \$5,241.00	Check Total \$51,596.00	Charge Total \$6,905.00	E-CHECK Total \$0.00	Grand Total \$62,742.00		
Fee Type		Account		YTD Assigned	Assigned	
Building Fee		#DEFAULT BUILDING FEE ACCOUNT		\$55,455.00	\$28,046.00	
CO Fee		#DEFAULT CO FEE ACCOUNT		\$6,076.00	\$4,098.00	
Contractors License Initial Fee		#DEFAULT DEPOSIT ACCOUNT		\$1,200.00	\$600.00	
DCA Fee		#DEFAULT DCA FEE ACCOUNT		\$6,781.00	\$3,405.00	
Dumpster Fee		#DEFAULT DUMPSTER FEE ACCOUNT		\$30.00	\$20.00	
Electrical Fee		#DEFAULT ELECTRICAL FEE ACCOUNT		\$23,877.00	\$11,058.00	
Fire Fee		#DEFAULT FIRE FEE ACCOUNT		\$8,820.00	\$6,115.00	
Mechanical Fee		#DEFAULT MECHANICAL FEE ACCOUNT		\$4,335.00	\$1,850.00	
Plumbing Fee		#DEFAULT PLUMBING FEE ACCOUNT		\$12,267.00	\$7,750.00	
				\$118,841.00	\$62,742.00	
<u>Adjustment Type</u>	<u>Adjustment Total</u>					
Refund	\$0.00	Please note Adjustments noted are based on the payment date not the adjustment date. Adjustments may happen months after the original payment. To see adjustments that occurred during this time frame refer to the Adjustments Report.				
Charge Back	\$0.00					
Bounced Check	\$0.00					
		<b>Grand Total Less Adjustment</b>		<b>\$62,742.00</b>		



Lower Township  
2600 Bayshore Road  
Villas, NJ 08251

## Daily Bank Summary

All payments collected between the dates of 2/1/2026 and 2/28/2026.

Summary	Totals
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### UCC Permits

Total Cash	\$5,221
Total Check	\$50,996
Total Charge	\$5,905
<b>Total Permit Fees Collected</b>	<b>\$62,122</b>

### Non-UCC Permits

Total Cash	\$20
Total Check	\$0
Total Charge	\$0
<b>Total Permit Fees Collected</b>	<b>\$20</b>

### Penalties

Total Cash	\$0
Total Check	\$0
Total Charge	\$0
<b>Total Penalty Fees Collected</b>	<b>\$0</b>

### Other Payments

Total Cash	\$0
Total Check	\$600
Total Charge	\$0
<b>Total Other Fees Collected</b>	<b>\$600</b>

### Report Grand Total

Total Cash	\$5,241
Total Check	\$51,596
Total Charge	\$5,905
<b>Total Collected</b>	<b>\$62,742</b>



**2026 CASH RECEIPTS  
FEBRUARY**

Township of Lower  
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
<b>Receipts</b>		
Current year taxes (2026)	13,859,477.61	18,357,249.69
Prior year taxes (2025)	136,314.84	351,721.10
Previously exempt property		0.00
State Audit Pay Back		0.00
Municipal Lien		0.00
Recording		0.00
Bankruptcy		0.00
6% Penalty		0.00
Municipal Service Fees		0.00
Tax Search Fees		0.00
Interest	12,842.50	22,908.69
Lot clearing		0.00
Returned Check Fees	80.00	80.00
Duplicate Bills	135.00	150.00
Trash	955.50	11,390.50
<b>TOTAL DEPOSITS</b>	<b>14,009,805.45</b>	<b>14,009,805.45</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>12,268,294.95</b>	<b>15,596,026.63</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>1,741,510.54</b>	<b>3,151,303.78</b>
<b>TOTAL DEPOSITS</b>	<b>14,009,805.49</b>	<b>18,747,330.41</b>
NSF Reversals	5,029.68	15,072.68
WIPP NSF Reversals	27,783.79	27,783.79
NSF Fee Reversal		0.00
<b>TOTAL NSF</b>	<b>32,813.47</b>	<b>42,856.47</b>
<b>TOTAL</b>	<b>13,976,992.02</b>	<b>18,704,473.94</b>

Prepared by Kathy Brown

**FEBRUARY 2026  
VITAL STATISTICS**

Marriages,Civil Unions	6
Domestic Partners	0
Certified Copies	88
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$150.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$18.00
Domestic Partners Twp	\$0.00
Certified Copies	\$880.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

**TOTAL** **\$1,048.00**

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

RESOLUTION #2026-136

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.

\_\_\_\_\_ (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.

  X   (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. Personnel

\_\_\_\_\_ (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 March 16, 2026 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_, in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT. Rows include names: CONRAD, WAREHAM, ROY, COOMBS, SIPPEL.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026.

Julie A Picard, Township Clerk