

**WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL**  
**JANUARY 5, 2026 – 5:00 p.m.**

Meeting called to order by Mayor Frank Sippel

Opening Announcement

Pledge of Allegiance & Moment of Silence

Invocation – Jeffrey Lindsay, Esq.

Councilmember Joseph Wareham; Oath of Office administered by Mayor Sippel

Roll Call & Determination of Quorum

Res. #2026-01 Appointment of Municipal Solicitor for the Year 2026 as a Professional Service Contract without Public Bidding (Robert Belasco Esq. NTE \$180,000)

**Work Session**

Oaths of Office: Chief Donald Vanaman, Jr.  
Deputy Chief Michael Majane  
Captain John Armbruster

**Consent Agenda**

Approval of Minutes – December 15, 2025

Res. #2026-02 Appointment of Township Labor Attorney for the Year 2026 as a Professional Service Contract without Public Bidding (W. Blaney, NTE \$40,000)

Res. #2026-03 Appointment of Municipal Prosecutor for the Year 2026 (Blaney, Weinberg, & Curio, P.C., \$45,000. + \$10,000. WWC)

Res. #2026-04 Appointment of Municipal Public Defender for the Year 2026 (S. Fuscarello, \$17,500. + \$13,500. WWC)

Res. #2026-05 Appointment of Municipal Engineer for the Year 2026 as a Professional Service Contract without Public Bidding (DeBlasio & Associates, NTE \$475,000)

Res. #2026-06 Appointment of Municipal Judge (T. Keywood, Esq.)

Res. #2026-07 Appointment of Public Information Officer for the Year 2026 as a Professional Service Contract without Public Bidding (L. Suit, \$16,280)

Res. #2026-08 Establishment of Council Meeting Dates and Times for the Year 2026 (annual)

Res. #2026-09 Designation of Official Newspapers for Legal Public Advertising for the 2026 Calendar Year (annual)

Res. #2026-10 Risk Management Consultant; Atlantic County Municipal Joint Insurance Fund (J. Byrne Agency, year 3 of 3-year agreement)

Res. #2026-11 Appointment of Municipal Auditor for the Year 2026 as a Professional Service Contract without Public Bidding

Res. #2026-12 Appointment of Township Tax Appeal Attorney for the Year 2026 as a Professional Service Contract without Public Bidding (P. Baldini, NTE \$10,000.)

Res. #2026-13 A Resolution Awarding a Professional Service Contract without Public Bidding to Surenian, Edwards & Nolan, LLC to serve as Special Counsel to the Township of Lower for Affordable Housing Matters/Litigation (NTE \$10,000)

Res. #2026-14 Appointment of Bond Counsel for the Year 2026 As a Professional Service Contract without Public Bidding (Archer & Greiner)

Res. #2026-15 Appointment of Health Insurance Brokerage Consultant for the Year 2026 as a Professional Service Contract without Public Bidding (Marsh & McLennan)

Res. #2026-16 Authorizing Payment of 2026 Debt Service (annual)

Res. #2026-17 Resolution to Defer the Regional School Tax (annual)

Res. #2026-18 Authorizing Payment for 2026 Local School Taxes to Lower Township Board of Education (annual)

Res. #2026-19 Authorizing Payment for 2026 Regional School Taxes to Lower Cape May Regional (annual)

Res. #2026-20 Adopting 2026 Temporary Current Budget

Res. #2026-21 Approving 2026 Contract with Cape Assist (annual)

Res. #2026-22 Authorizing the Tax Assessor to File Tax Appeals (annual)

Res. #2026-23 Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"

Res. #2026-24 Approval of Emergency Management Council (annual)

Res. #2026-25 Authorizing the Clerk to Issue Bingo & Raffle Licenses Throughout 2026 to Qualified Organizations (annual)

Res. #2025-26 Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (annual)

Res. #2026-27 Approval of Petty Cash Funds for 2026 (annual)

Res. #2026-28 Authorization to Refund Tax Overpayment due to Tax Appeal

Res. #2026-29 Setting the Interest Rate for Delinquent Taxes (annual)

Res. #2026-30 Approval of Annual Contribution to Volunteers in Medicine (annual)

Res. #2026-31 Authorizing 2026 Annual Shelter Fee Payment (annual)

Res. #2026-32 Authorizing Payment for Dispatch Services (annual)

Res. #2026-33 Authorizing Debt Service Payment for the Joint Public Safety Building Payment (\$173,491.26)

Res. #2026-34 Authorizing Payment of 2026 Employer Share Pension (annual)

Res. #2026-35 A Resolution Authorizing the Qualified Purchasing Agent of the Township of Lower to Award Contracts Exceeding \$17,500 and Under the Current Bid Threshold of \$53,000 and Establishing Quote Limits

Res. #2026-36 Authorizing the Cash Management Plan (annual)

Res. #2026-37 Designation of Official Depositories (annual)

Res. #2026-38 Authorizing Payment of 1<sup>st</sup> and 2<sup>nd</sup> Quarter 2026 County Taxes with Pilot Remittance (per R.S. 54:4-74; PL 2025, c. 91) and 2025 Added Taxes

Res. #2026-39 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website

Res. #2026-40 Bid Acceptance and Contract Award to Supply Fireworks Display Including Barge, for Independence Day Event, Years 2026 and 2027 with a 2028 Option

Res. #2026-41 Approval of a Secondhand Merchant and Dealer of Precious Metals License

Res. #2026-42 Contract Award for Management Information System (MIS) Consultant for Township of Lower and Lower Township Police Department for Final Year 2026

Res. #2026-43 Authorization for Public Bidding (annual)

Res. #2026-44 Designation of Public Agency Compliance Officer for Lower Township (annual)

Res. #2026-45 Approving 2026 Contract with Cape Mediation Services

Res. #2026-46 Authorization for Refund of Taxes

Res. #2026-47 Bid Acceptance and Award of Lower Township Animal Control Services for 2026 with an Option for 2027 & 2028

Res. #2026-48 Contract Award for Fertilizing Services for Various Locations to J&D Services LLC d/b/a Spring Green for Final Year of 2026

Res. #2026-49 Contract Award to Bayshore Landscaping for Landscaping Services for Various Locations for the Final Year 2026

Res. #2026-50 FY2027 Governor's Council on Substance Abuse Disorder

Res. #2026-51 Reducing the Contract Award to Gentilini Chevrolet with Two (2) Additional Trade In Police Vehicles

Res. #2026-52 Authorization for Waiver of Fees in Accordance with Lower Township Municipal Code 475-16, Memorial Bench Dedication Program, due to Exceptional Circumstances

Res. #2026-53 Appointment to the Zoning Board (R. Abrams, Jr.)

Res. #2026-54 Appointment to the Planning Board (R. Roach, Jr.)

Res. #2026-55 A Resolution Approving an Interlocal Services Agreement between the Township of Lower and Lower Township Fire District #3

Res. #2026-56 A Resolution Awarding a Professional Service Contract without Public Bidding to Triad Advisory Services, Inc. to Provide Consulting Services in Connection with the Pursuit of Federal, State, Regional, and Foundation Grants and/or Financial Resources (NTE \$10,000)

Res. #2026-57 A Resolution Amending Resolution #2025-405 Authorizing the Transfer of Firearms No Longer Needed to a Licensed Firearms Dealer for Private Sale

Res. #2026-58 Authorization for the Payment of Vouchers \$896,121.88

Res. #2026-59 Authorization for the Payment of 2026 Vouchers \$56,691.78

Ord. #2026-01 Bond Ordinance Providing for Supplemental Funding for the Construction of a Public Works Building and Related Improvements, by and in the Township of Lower, in the County of Cape May, State of New Jersey; Appropriating \$1,500,000 Therefor and Authorizing the Issuance of \$1,425,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for January 19, 2026.

### Regular Agenda

Ord. #2025-24 An Ordinance Amending Chapter 475, Parks and Recreation Areas, of the Code of the Township of Lower, to Enact Article V, Youth Sports Volunteer Background Checks, to Codify Existing Criminal History Background Check Requirements for Recreation Employees and Volunteers Assisting with Youth Sport Programs. This is the second reading and public hearing of this Ordinance. This Ordinance has been published, posted and made available to the public.

Ord. #2025-25 Salary and Benefit Ordinance for the Township of Lower. This is the second reading and public hearing of this Ordinance. This Ordinance has been published, posted and made available to the public.

### Public Comments

### Council Comments

### Adjourn

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

RESOLUTION #2026-01

Title: **APPOINTMENT OF MUNICIPAL SOLICITOR FOR THE YEAR 2026 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township Of Lower has the need to acquire legal counsel, and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is one year; and

**WHEREAS**, ROBERT BELASCO, Esq. has submitted a proposal indicating that he will provide the goods or services described hereinabove at a price of **\$40,000.00** per annum for attendance at meetings plus all other services to be billed at **\$200.00** per hour; for a total price not to exceed **\$180,000** for the year; and

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

Appropriation # 6-01-20-155-200

CFO Signature



James Craft, CFO

**WHEREAS**, Robert Belasco has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political candidate or committee in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby appoints Robert Belasco Esquire as Solicitor and approves the contract for the goods and services described above.

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**BE IT FURTHER RESOLVED** that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

## **CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of January, 2026, by and between **THE TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter referred to as "Township") and **ROBERT T. BELASCO, ESQUIRE**, an attorney-at-law of the State of New Jersey (hereinafter referred to as "Township Solicitor"), of the Belasco Law Firm, LLC (hereinafter, referred to as the "Law Firm"), having an office at 111 E. 17<sup>th</sup> Avenue, Suite 100, North Wildwood, New Jersey 08260.

### ***WITNESSETH***

**WHEREAS**, pursuant to Resolution adopted by the Township Council on the \_\_\_\_\_ day of January, 2026, Robert T. Belasco, Esquire, was appointed Township Solicitor for the Township of Lower; and

**WHEREAS**, said appointment was made in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey under the Fair and Open Process which requires the execution of a written contract; and

**WHEREAS**, the Township Solicitor hereby represents that both he and his law firm are in good standing with the State of New Jersey and are authorized to practice law and do business therein; and

**WHEREAS**, the Chief Financial Officer of the Township of Lower has certified the availability of funds for the purposes hereof through an adequate appropriation in the municipal budget for the current year; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **APPOINTMENT:** The Township hereby employs Robert T. Belasco, Esquire, as its Township Solicitor until December 31, 2026 or until such time as a successor is appointed after the one (1) year term of this Contract has ended.

2. **COMPENSATION:** Township shall pay to the Township Solicitor the sum of Forty Thousand (\$40,000.00) Dollars payable in equal bi-monthly amounts as basic compensation to attend work sessions and regular and special meetings of Council which services do not constitute and are exempt from billable legal services as defined in the following Section.

3. **BILLABLE LEGAL SERVICES:** All other legal services performed by the Township Solicitor on behalf of the Township shall be billable at the billing rate set forth herein with the exception of those set forth in Section 3 herein. These legal services include but are not limited to preparation and review of Resolutions and Ordinances as necessary; receiving, reviewing, responding, consulting and advising the Township and its representatives on legal matters; drafting and addressing all correspondence pertaining to the Township's day-to-day legal affairs and responding to all questions from Council, the Mayor, and the Township Manager and such other Township officers, employees and agents related to the governance of the Township; reviewing legal issues and providing advice as to applicable privileges and/or legal requirements relevant to such items; assisting the Township Clerk/Manager in connection with duties under the Open Public Records Act and all other laws governing the operation of the Township; reviewing, researching and rendering written and/or verbal legal opinions that the Township may require on matters related to governance or legal affairs of the Township; reviewing documents related to bonding procedures and consulting with bond counsel; preparing as necessary and reviewing as to form and sufficiency all documents related to the public bidding process for Township projects and rendering opinions thereon for purposes of awarding or

rejecting bids; addressing questions of land use law from the Zoning and Construction officials; keeping abreast of current legal changes and issues affecting the Township; preparing and reviewing real estate documents including but not limited to deeds and easements on behalf of the Township; handling legal research projects; engaging in consultations with internal and outside professionals and/or agencies; dealing with the media on legal issues; attendance and/or participation at informal meetings, hearings, and/or information sessions on behalf of the Township and/or assisting the Township Manager in extraordinary matters outside of the day-to-day operation of the Township; representing the Township in all matters involving litigation and all other legal matters except for litigation and legal matters which require retention of a specialist(s) for which the Solicitor shall consult with the Township concerning choice of counsel and shall serve as the liaison between said counsel and the Township and review the performance of said counsel; apprise the Township of the status of litigation and legal matters in a timely manner; selecting outside counsel for real estate tax appeals should solicitor in his sole discretion elect not to handle such appeals and to review and monitor the performance of said counsel if so retained; and otherwise performing all other obligations and duties requested by the Township or customarily performed by a municipal solicitor in the course of governmental business in the State of New Jersey. It is contemplated that some or all of the work required hereunder may be performed by Robert Belasco, Esquire and/or other attorneys in the Solicitor's law firm under the direction and supervision of the Solicitor.

The Township shall compensate the Township Solicitor for all services described in this Paragraph 3 at the rate of Two Hundred (\$200.00) Dollars per hour. All services required shall be compensated on an hourly basis in increments of tenths of an hour (.1). Billing in accordance with this

Section shall not exceed One Hundred Eighty Thousand (\$180,000.00) Dollars without the prior approval of the Township.

4. The Township shall have no responsibility to provide or pay for items generally regarded to be included in the overhead costs of a law practice.

5. The Township shall not be required to furnish any medical hospitalization or major medical coverage to the Township Solicitor.

6. The Township Solicitor shall provide his own professional liability and workmen's compensation insurance and shall provide same for any and all employees of his law firm.

7. The specific term of this agreement shall be for one (1) year from the date of the reorganization meeting in January 2026, until the first meeting of the Township Council in 2027, or until reappointment or until the appointment of a successor at the expiration of this Contract. This Agreement may be extended upon the written execution thereof by all parties and in accordance with the law.

8. Any controversy or claim arising out of or relating to the interpretation of this Contract shall be settled by arbitration in Cape May County under the laws of the State of New Jersey before an arbiter chosen by the American Arbitration Association; the decision of the arbitrator shall be final and binding upon both parties and any award made by the arbiter may be entered as a Judgment in any Court of competent jurisdiction.

9. This Contract has been awarded to Robert T. Belasco, Esquire, based on his merits and abilities to provide the goods and services as described herein. This Contract was awarded as a professional service contract. As such, the undersigned does hereby attest that Robert T. Belasco, Esquire, his subsidiaries, assigns or principals controlling in excess of 10% of the company he works for has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant

to N.J.S.A. 19: 44A-8 or 19: 44A-16, in the one (1) year preceding the award of the Contract that would, pursuant to P.L. 2004, c. 19, affect his eligibility to perform this Contract, nor will he make a reportable contribution during the term of the Contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the Contract is awarded.

10. During the performance of this Contract, the Township Solicitor agrees as follows:

a. The Township Solicitor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Township Solicitor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Township Solicitor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

b. The Township Solicitor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Township Solicitor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

c. The Township Solicitor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract

or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of Township Solicitor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Township Solicitor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. The Township Solicitor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

f. The Township Solicitor or subcontractor, where applicable agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Township Solicitor or subcontractor where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform

with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

h. The Township Solicitor or subcontractor, where applicable, shall furnish such reports or other documents to the affirmative Action office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c. 127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction for a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17: 27.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the date first above written.

WITNESS:

THE TOWNSHIP OF LOWER

By: \_\_\_\_\_

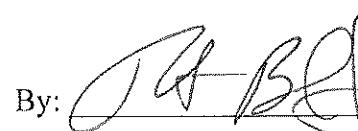
WITNESS:

TOWNSHIP SOLICITOR

By: \_\_\_\_\_



Paige Stefankiwicz



John B. Blodgett

## COUNCIL MEETING MINUTES – December 15, 2025

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on December 15, 2025 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Deputy 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.  
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager, Robert Belasco, Township Solicitor and Amy Belasco, Registrar.

### **Consent Agenda**

Approval of Minutes – December 1, 2025

- Res. #2025-397 Authorization for the Payment of Vouchers \$828,760.34
- Res. #2025-398 A Resolution Acknowledging the Award of a Twenty-four (24) Month Contract to UGI Energy Services for Natural Gas Supply Service Under the South Jersey Power Cooperative for the Township of Lower
- Res. #2025-399 Authorization for the Payout of Accumulated Compensatory Time (M. Nuscis, \$4,234.93)
- Res. #2025-400 A Resolution Authorizing and Approving a Shared Service Agreement between the Township of Lower and the City of Wildwood for the Provision of Emergency Medical and Fire Services for Schooner Island Marina
- Res. #2025-401 A Resolution Supporting the Annual (2025) Greater Cape May Elks/ Tom Beheler Youth Basketball Tournament
- Res. #2025-402 Approval of Change Order #1 to R.A. Walters & Sons for the Delaware Bay Beach Stormwater Outfall Extension Project (LT-C-059)
- Res. #2025-403 Authorization for 2025 Incentive Award for Insurance Waiver
- Res. #2025-404 Authorization for the Payment of College Credits
- Res. #2025-405 A Resolution Authorizing the Transfer of Firearms No Longer Needed to a Licensed Firearms Dealer for Private Sale
- Res. #2025-406 Authorization for Refund of Taxes
- Res. #2025-407 A Resolution Authorizing the Execution of a Memorandum of Understanding Between the Lower Township Police Department and the New Jersey State Police Concerning the Installation, Operation, Inspection, Maintenance, Replacement and Removal of Automated License Plate Recognition Devices on New Jersey Department of Transportation Properties
- Res. #2025-408 Transfer of 2025 Appropriations
- Res. #2025-409 Issuance of Campground License to Sun Cape Island, LLC Associated with the Cape Island Resort Campground
- Res. #2025-410 Approving a Professional Service Contract with DeBlasio & Associates for the Resurfacing of Various Streets in Diamond Beach for the Survey and Engineering Phase (LT-C-072)
- Res. #2025-411 Awarding a Competitive Contract to TD Bank for Banking Services for the Township of Lower 2026-2027-2028 with (2) Two (1) Year Extension Options
- Res. #2025-412 Authorizing Pay Out of Terminal Leave (K. Lewis, \$72,303.90)
- Res. #2025-413 Authorization for the Payout of Accumulated Sick Time
- Res. #2025-414 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provision of Recreational Amenities at Lower Township New Years Eve Party on December 31, 2025
- Res. #2025-415 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2025-416 A Resolution Authorizing the Execution of an Interlocal Services Agreement for Fire Suppression Services with the Borough of Wildwood Crest, the Wildwood Crest Volunteer Fire Company No. 1 and the Erma Volunteer Fire Company, Station 62, Fire District No. 3

On the Consent:

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

**Engineer's Report**

Andrew McTague from DeBlasio and Associates gave a Year End Summary Report of all the services provided to the Township through the 2025 year. He thanked Mayor and Council and looks forward to next year working together.

Marc DeBlasio thanked Mayor and Council and wished everyone a Merry Christmas and a Happy New Year.

**Administrative Reports**

Clerk, Dog, Tax, Vital

**Call to the Public**

Bill Greenfield, Villas, wished everyone a Merry Christmas and a Happy New Year.

**Council Comments**

Mayor Sippel commented on the following: Rotary Christmas Parade and Ferry Merry Christmas. He thanked all staff and volunteers for the success of these events. He also announced the New Year's Eve event at the Rec Center and reminded that the Rec center is a warming center in the Winter months. Re-Org is January 5<sup>th</sup> at 5 p.m. Mayor Sippel wished everyone a Merry Christmas and a Happy New Year.

Councilmember Roy wished everyone a Merry Christmas and Happy New Year. He also announced that Crest Tavern is being sold and the new owners applied for variances but will be keeping everything the same with a few updates. He also informed that Schellenger's Landing safety improvements are nearing completion.

Councilmember Wareham commented on the success of the Tree Lighting Ceremony and thanked Seashore Church of the Nazarene for providing refreshments. He also thanked DeBlasio and Associates for their services.

Councilmember Conrad thanked the Lower Twp. Rotary for the Tree Lighting Ceremony and Parade and thanked the Veterans, Volunteers and Engineers. He also wished everyone a Merry Christmas, a Happy New Year and God's Blessings.

Manager Laffey commented on the award for banking services and stated that TD Bank was the preferred choice.

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Wareham, seconded by Councilmember Conrad. Motion to adjourn was unanimous. Meeting adjourned at 5:17 p.m.

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Frank Sippel, Mayor

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Deputy Township Clerk

Approved:

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

RESOLUTION #2026-02

Title: **APPOINTMENT OF TOWNSHIP LABOR ATTORNEY FOR THE YEAR 2026 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township of Lower has a need to acquire a Labor Attorney and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and William G. Blaney of Blaney, Weinberg, & Curio, P.C. has submitted a proposal indicating that he will provide the goods or services described above for a price of \$170.00 per hour not to exceed \$ 40,000; and

**WHEREAS**, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # 6-01-20-155-287

CFO Signature

  
James Craft, CFO

**WHEREAS**, Blaney, Weinberg, & Curio, P.C. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political committee or candidate in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby appoints William Blaney Esq. as Labor Attorney and approves the contract with William Blaney, Esq of Blaney, Weinberg, & Curio, P.C. for the goods and services described above.

**BE IT FURTHER RESOLVED**, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

**FURTHER RESOLVED** that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026

Karen S. Fournier, Deputy Township Clerk

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of January, 2026, by

and between:

**LOWER TOWNSHIP**, with offices at 2600 Bayshore Road, Villas, New Jersey 08251  
(hereinafter called the Party of the First Part); and

**WILLIAM G. BLANEY** of 2123 Dune Drive, Suite 11, Avalon, N.J. 08202, (hereinafter called the Party of the Second Part).

**W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the premises and of the mutual covenants and conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that William G. Blaney, Esq. (Labor Attorney) and other members of the law firm of Blaney, Donohue & Weinberg, P.C, and/or its successor corporation are specially qualified as a professional in rendering services in the field of collective bargaining negotiations, personnel administration, employer-employee relations, and other related matters in this field.
2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.
3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.
4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue to December 31, 2026, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the

other, addressed to the addresses aforesaid. Party of the second part further agrees that this Agreement may be terminated by the Township immediately "for cause." As used herein, the term "for cause" shall include, but not be limited to, party of the second part's embezzlement, dishonesty, disloyalty, breach of this Agreement; the continued or repeated failure of inability of party of the second part to perform his duties and responsibilities pursuant to the terms of this Agreement; the commission by the party of the second part of an act of immoral turpitude which has or could have an adverse effect on Township or its business; party of the second part's conviction or plea of nolo contendere to a felony or misdemeanor or if such misdemeanor involves a crime of dishonesty or fraud; the use by party of the second part of drugs or alcohol intemperately; or the commission by the party of the second part of any willful or intentional act causing intentional injury or potential harm to Township; its employees, agents or its business. As used herein "disloyalty" shall be defined as unauthorized disclosure of information about Township or unauthorized public statements about Township or its business which could have or does have an adverse effect on the Township or Township's business.

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of collective bargaining negotiations, personnel administration, employer-employee relations, including the furnishing of advice, guidance and consultation pertaining to the same, conferring with Township officials regarding representation proceedings, existing contractual arrangements, an analysis of all existing contracts, preparing strategy for collective bargaining negotiations, negotiating the collective bargaining agreements, preparation of proposals, analysis of counter proposals, preparing economic analysis of contract proposals,

conferring with administrative personnel, representation during disciplinary hearings and mediation, fact-finding or arbitration, if required, grievance handling and such other matters pertaining to labor or labor relations as may be requested by the Township from time to time.

6. None of the services aforesaid shall be performed without a request verbally or in writing from an appropriate official of the Township.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, a fee of One Hundred Seventy (\$170.00) Dollars per hour, (not to exceed \$40,000.00), which shall be paid from time to time upon the submission of proper verified legal statements on Township forms, detailing the work actually performed, for services rendered. Where any resolution, ordinance, or contract provides for payment or reimbursement by a third party or legal fee to the Township, such payment shall be made to the Township of Lower and not to the party of the second part's office, directly.

8. It is understood and agreed that the aforesaid compensation does not include the cost of toll telephone calls, photocopy expenses, postage, travel expenses, including tolls and mileage, together with any extraordinary expense required to be incurred in the performance of services under this contract, not included in the above categories, such as Court costs, expert witness fees, or other similar costs shall be paid in addition to the aforesaid hourly fee for services. It is anticipated that there may be large photocopying expenses incurred on a particular project, that party of the second part will discuss same with the Township Manager who will render a decision as to whether a Township employee shall incur the photocopying duties rather than the private firm in order to save costs.

9. The Party of the Second Part shall provide at its own cost and expense proof of the following insurance to the Party of the First Part:

A. Workers' Compensation

Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey.

B. General Liability Including Products & Completed Operations

With a minimum combined single limit of liability per occurrence for bodily injury and property damage of five hundred thousand (\$500,000) with a minimum annual aggregate of one million (\$1,000,000) dollars.

C. Errors and Omissions/Professional Liability

A minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the Party of the Second Part. The Party of the First Part shall take no action to cancel or materially change any of the insurance required under this Contract without the Party of the Second Part's prior approval. The maintenance of insurance under this section shall not relieve the Party of the First Part of any liability greater than the limits or scope of the applicable insurance coverage.

10. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of Lower Township for any purpose but as an independent professional contractor for services.

11. The execution of this contract has been authorized on behalf of Lower Township by

Resolution No. \_\_\_\_\_ dated January \_\_, 2026.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

LOWER TOWNSHIP

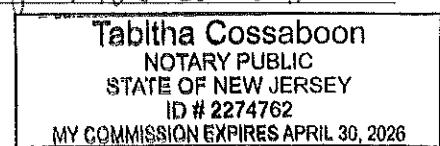
ATTEST:

By: \_\_\_\_\_

  
WILLIAM G. BLANEY, ESQUIRE

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:





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

RESOLUTION #2026-03

Title: **APPOINTMENT OF MUNICIPAL PROSECUTOR FOR THE YEAR 2026**

**WHEREAS**, there exists a need for the service of a Municipal Prosecutor in the Township of Lower and the Township is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and Blaney, Weinberg, & Curio, P.C. have submitted a proposal indicating that they will provide the goods or services described above for a price of \$45,000 without benefits for all regular municipal Court Sessions, payable in equal monthly installments plus an additional charge of \$10,000.00 annually for additional work related to Wildwood Crest Court.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Blaney, Weinberg, & Curio, P.C. is hereby appointed as the Lower Township Municipal Prosecutor for the year 2026 for a term commencing on the date of this Resolution and continuing until December 31, 2026.

**BE IT FURTHER RESOLVED** that the Blaney, Weinberg, & Curio, P.C. Law Firm, as the Lower Township Municipal Prosecutor, shall be paid a salary of \$45,000 without benefits for all regular municipal Court Sessions, payable in equal monthly installments plus an additional charge of \$10,000.00 annually for additional work related to Wildwood Crest Court.

Appropriation # 6-01-20-155-285

CFO Signature:

  
James Craft, CFO

**BE IT FURTHER RESOLVED** that Blaney, Weinberg, & Curio, P.C. have completed and submitted a Business Entity Disclosure Certification which certifies that Blaney, Weinberg, & Curio, P.C. have not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Blaney, Weinberg, & Curio, P.C. from making any reportable contributions through the term of the appointment.

**BE IT FURTHER RESOLVED** that notice of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., be duly published in the Township's official newspaper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of January, 2026, by  
and between:

**THE TOWNSHIP OF LOWER**, with offices at 2600 Bayshore Road, Villas, NJ 08251  
(hereinafter called the Party of the First Part); and

**BLANEY, DONOHUE & WEINBERG, P.C.** of 2123 Dune Drive, St. 11, Avalon, N.J. 08202,  
(hereinafter called the Party of the Second Part).

**W I T N E S S E T H:**

**FOR AND IN CONSIDERATION** of the premises and of the mutual covenants and  
conditions hereinafter set forth, the said Parties do covenant and agree as follows:

1. The Party of the Second Part represents that the law firm of Blaney, Donohue & Weinberg, P.C. and/or its successor corporation is specially qualified as a professional in rendering services in the field of Municipal Prosecutor.
2. This contract is being entered into with said professional pursuant to the provisions of Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. the Party of the First Part having heretofore determined that the Party of the Second Part is qualified to perform the services.
3. The Party of the First Part further finds that the compensation to be paid to the Party of the Second Part as set forth herein is a fair and reasonable basis of payment for services to be rendered.
4. The Party of the First Part agrees to employ the Party of the Second Part to perform the services hereinafter set forth and to make the payments provided for herein during the period of this contract. This contract shall continue for a period of one (1) year from January 1, 2026

through December 31, 2026, unless heretofore terminated by either Party by the giving of thirty (30) days written notice of termination by one Party to the other, addressed to the addressees aforesaid.

5. The Party of the Second Part shall furnish the Party of the First Part with all specialized services requested by the Party of the First Part, from time to time during the term of this contract, in the field of municipal prosecution as may be requested by the Township from time to time.

6. None of the services aforesaid shall be performed without a request from an appropriate official of the Township.

7. The Party of the First Part shall pay said professional, the Party of the Second Part and the said Party of the Second Part agrees to accept as full payment for the professional services furnished under this contract, **of a yearly stipend of \$45,000.00. In addition, a yearly stipend of \$10,000.00 for work related to Wildwood Crest as a joint court** so long as no additional court days are added based upon the addition of Wildwood Crest without benefits for all regular municipal court sessions, payable in equal monthly installments and \$100.00 per hour for Special Court Sessions within 30 days of receipt of an invoice for the same. Should the merger result in the need for additional court days based upon the volume of cases caused by the merger the rate will be renegotiated. Checks will be made payable to Blaney, Donohue & Weinberg, PC.

8. It is understood and agreed that the Party of the Second Part shall not be construed as an employee of the Township of Lower for any purpose but as an independent professional contractor for services.

10. The execution of this contract has been authorized on behalf of the Township of Lower

by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ 2026.

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals the day and year first above written.

TOWNSHIP OF LOWER

ATTEST: By: \_\_\_\_\_

  
WILLIAM G. BLANEY, ESQUIRE

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:



Tabitha Cossaboon NOTARY PUBLIC STATE OF NEW JERSEY ID # 2274762 MY COMMISSION EXPIRES APRIL 30, 2026
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

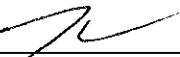
RESOLUTION #2026-04

Title: APPPOINTMENT OF MUNICIPAL PUBLIC DEFENDER FOR THE YEAR 2026

WHEREAS, there exists a need for the service of a Municipal Public Defender in the Township of Lower, County of Cape May, State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED that Seth Fuscellaro is hereby appointed by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as the Lower Township Public Defender for a term commencing on the date of this Resolution and continuing until December 31, 2026.

BE IT FURTHER RESOLVED that Seth Fuscellaro, as the Lower Township Public Defender shall be paid a salary of \$17,500.00 plus an additional \$13,500.00 for anything associated with the Wildwood Crest Court (for a total of \$31,000.00) without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days and the funds are available in the current fund as evidenced by the Chief Financial Officer's Certification and Signature:



James Craft, Chief Financial Officer

BE IT FURTHER RESOLVED that any notice of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., be duly published in the Township's official Newspaper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

## 2026 PUBLIC DEFENDER CONTRACT

THIS AGREEMENT, entered into this \_\_\_\_ day of January, 2026 by and between the **TOWNSHIP OF LOWER** and **SETH A. FUSCELLARO, ESQ.** of the law firm **THE LAW OFFICE OF SETH A. FUSCELLARO, P.A.** ("Firm") a firm of attorneys licensed to practice law in the State of New Jersey.

WITNESSETH:

**WHEREAS**, the Township of Lower desires to engage this Firm to provide legal services and assistance to indigent defendants in the Municipal court for both the Township of Lower and the Borough of Wildwood Crest; and

**WHEREAS**, the Firm desires to undertake to render such services;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

1. The Township of Lower engages this firm, and the Firm hereby agrees to perform the following services:

- a. Make itself available in order to render all necessary legal services to perform the job of Public Defender for the Municipal Court of the Township of Lower and the Borough of Wildwood Crest;
- b. Make itself available to attend all municipal court sessions wherein the services of the Public Defender are required;
- c. Meet with, review and prepare all defenses necessary for those indigent defendants awarded the services of the Public Defender by the Municipal Judge;

2. This Agreement shall remain in full force and effect from January 1, 2026, to December 31, 2026.

3. The fee for the services for both municipalities shall be an annual salary of Thirty One Thousand (\$31,000.00) Dollars. The salary for Lower Township is Seventeen Thousand Five Hundred (\$17,500.00) Dollars and the salary for Wildwood Crest is Thirteen Thousand Five Hundred (\$13,500.00) Dollars.

4. The fee for services rendered by the firm shall be Thirty One Thousand (\$31,000.00) Dollars payable in twelve (12) monthly installments

5. It is hereby agreed that the Firm shall furnish legal services as set forth above and the Township of Lower shall make payments of same in accordance with the terms of Paragraphs 1 and 3 hereof.

*Page Two*

*Township of Lower, Public Defender Contract*

6. It is hereby agreed that the Firm will not appear before the Planning Board or the Zoning Board of Adjustment for either Municipality on behalf of any private clients while this Contract is in effect.

7. In addition to legal fees, in matters falling within the scope of paragraph 5, the Township of Lower will be obligated to pay costs and expenses (when necessary and applicable). By way of example and not be way of limitation such costs and expenses may include:

- a. Expert witness fees
- b. Photocopying costs
- c. Telephone, toll calls and fax charges
- d. Postage, expedited mail service and other necessary expenses
- e. Messenger services

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

ATTEST:

Township of Lower

By: \_\_\_\_\_, Mayor

THE LAW OFFICE OF  
SETH A. FUSCELLARO, P.A.

By: \_\_\_\_\_  
Seth A. Fuscellaro, Esquire

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

RESOLUTION #2026-05

Title: **APPOINTMENT OF MUNICIPAL ENGINEER FOR THE YEAR 2026 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township Of Lower has the need to acquire an Engineer, and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and DeBlasio & Associates have submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$475,000; and

WHEREAS, the Township Manager is granted authority to approve engineering proposals costing \$10,000 or less with a valid purchase order; availability of funds authorized by the CFO and signatures of the appropriate officials; and

WHEREAS, the anticipated term of this contract is one year, January 1, 2026 thru December 31, 2026; and

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

Appropriation: Various Capital Ordinances

CFO Signature:

  
James Craft, CFO

WHEREAS, DeBlasio & Associates have completed and submitted a Business Entity Disclosure Certification which certifies that DeBlasio & Associates have not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit DeBlasio & Associates from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with DeBlasio & Associates for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

FINAL AGREEMENT

AGREEMENT  
FOR  
PROFESSIONAL MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this day of January, 2026, by and between DeBlasio and Associates PC, having its principal place of business at 4701 New Jersey Avenue, Wildwood, New Jersey, 08260, hereinafter called "MUNICIPAL ENGINEER"; and Township of Lower, having offices at 2600 Bayshore Road, Villas, NJ 08251, hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to obtain professional MUNICIPAL engineering services for the period January 1, 2026 through December 31, 2026 (sometimes referred to herein as the "Work"), and

WHEREAS, the CLIENT desires that the MUNICIPAL ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and MUNICIPAL ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF MUNICIPAL ENGINEER

- A. MUNICIPAL ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").
- B. Written Work Orders specifying the professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed upon by the CLIENT and the ENGINEER. General engineering services being charged to General Engineering line item shall be in the form of an email to the Administrator, Public Works Superintendent and CFO. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.
- C. MUNICIPAL ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.
- D. MUNICIPAL ENGINEER shall be responsible to CLIENT for MUNICIPAL ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, MUNICIPAL ENGINEER shall not be responsible for the negligent acts, errors or omissions of any other persons including but not limited to the agents, employees and contractors of CLIENT.
- E. The role of the MUNICIPAL ENGINEER shall also be in the form of agent to facilitate RFP/RFQ for public bidding of engineering services that require same at the discretion and direction of the governing body.
- F. MUNICIPAL ENGINEER shall serve as project manager for all MUNICIPAL engineering projects.
- G. Attend at least one monthly meeting of the Township Council.
- H. Provide as builds in paper form and CAD form for all projects for use in the Township's GIS.
- I. Provide monthly, written engineering report to the Municipal Clerk for dissemination to the governing body, Administrator, Solicitor, CFO and other Township employees.

J. MUNICIPAL ENGINEER shall advise of grant funding opportunities and assist the Township with application and Administration of grant process including but not limited to the completion of all necessary paperwork and attendance at all inspections and meetings required of the funding agency. MUNICIPAL ENGINEER agrees to compensate CLIENT if a deficit in funding results from ENGINEER's failure to file reports with funding agency in a timely manner.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

General - If authorized in writing by CLIENT and agreed to in writing by MUNICIPAL ENGINEER, MUNICIPAL ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. All additional services are subject to a Work Order and availability of funds must be certified by the Chief Financial Officer in writing. For Capital Projects, the scope of services and adjustment of costs must get approval of the Township Council. The following shall be Additional Services:

- (a) Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.
- (b) Additional or extended services made necessary by prolongation of the services ordered or acceleration of the MUNICIPAL ENGINEER's progress schedule.
- (c) Services after completion of the Work as ordered by CLIENT.
- (d) Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

## SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

- (a) Assist MUNICIPAL ENGINEER by placing at his disposal all available information pertinent to the Work, including previous reports and any other data relative to the Work.
- (b) Arrange for access to and make all provisions for MUNICIPAL ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.
- (c) Examine all studies, reports, sketches and other documents presented by MUNICIPAL ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of MUNICIPAL ENGINEER.
- (d) Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.
- (e) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

(f) The Township assumes no responsibility for engineering services for work performed after the effective date of this contract that has not been preauthorized in writing in advance of commencement of the services.

#### SECTION 4 - PERIOD OF SERVICE

(a) The provisions of this Section 4 and the various rates of compensation for MUNICIPAL ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Work through completion.

(b) If there are material modifications or changes in the extent of the services or in the time of performance of MUNICIPAL ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately in writing.

(c) This Agreement shall cover the period from January 1, 2026 through December 31, 2026.

#### SECTION 5 - PAYMENTS TO MUNICIPAL ENGINEER

(a) Engineer shall be paid an hourly fee per meeting for attendance at Township Council' meetings. Said fee will be charged to general engineering line item.

(b) CLIENT shall pay MUNICIPAL ENGINEER for Basic Services rendered as a fixed fee/lump sum basis based on project specific proposals or on a time and materials basis in accordance with the MUNICIPAL ENGINEER's Rate Schedule (2026), attached hereto as Exhibit B.

(c) A not to exceed amount shall be established by mutual agreement for each Work Order and the availability of funds must be certified by the Chief Financial Officer in writing.

(d) If at any time the MUNICIPAL ENGINEER determines that, without the fault of the MUNICIPAL ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the MUNICIPAL ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

(e) CLIENT shall pay MUNICIPAL ENGINEER for additional Services rendered, subject to revised Work Order, the availability of funds must be certified by the Chief Financial Officer, and satisfactory completion of project under Section 2 as follows:

(i) For Additional Services rendered under Section 2 on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project.

(ii) Special Consultants. For services and reimbursable expenses of special consultants employed by MUNICIPAL ENGINEER, the direct cost + 10%.

(iii) For Reimbursable Expenses. In addition to payments provided for under Section 5, CLIENT shall pay MUNICIPAL ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

(f) MUNICIPAL ENGINEER shall submit monthly statements with detailed invoices attached noting services rendered, based on project proposal billing format, which shall clearly separate general engineering from special project engineering and reference the project and/or approved Work Order, for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to MUNICIPAL ENGINEER's monthly statements.

(g) In the event of a termination under SECTION 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, due as of the date of termination.

(h) Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: postage and delivery charges; and hourly labor expenses related to photographic and photo copying, reproduction of reports, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B. MUNICIPAL ENGINEER to be compensated at his normal billing rates in effect for computer use at the time the usage occurs.

## SECTION 6 - GENERAL PROVISIONS

(a) Termination - Either the CLIENT or the MUNICIPAL ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the MUNICIPAL ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon thirty (30) days advance written notice to the other party.

(b) Project Records - As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by MUNICIPAL ENGINEER. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

(c) Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall be turned over to the CLIENT upon job completion. At completion of any/all projects approved by the Township, original plans shall be sent to the Township in both electronic format and paper. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the MUNICIPAL ENGINEER, provided that the CLIENT has paid the MUNICIPAL ENGINEER for all the Work. MUNICIPAL ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(d) Governing Law - This Agreement is to be governed by the laws of New Jersey in which the services are to be performed.

(e) Successors and Assigns - neither the CLIENT nor MUNICIPAL ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. In accordance with the terms of his agreement, nothing contained in this paragraph shall prevent MUNICIPAL ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

(f) Estimates of Cost - Since MUNICIPAL ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but MUNICIPAL ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

(g) The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. MUNICIPAL ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

## SECTION 7 - EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Further Description of Basic Services (Exhibit A).
- Schedule of Hourly Rates and Expenses (Exhibit B)
- Certificate of Insurance naming Township of Lower as "Additional Insured"

## SECTION 8 - INSURANCE

MUNICIPAL ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages:

- (a) Worker's Compensation Insurance with statutory coverage and \$1,000,000 employer's liability coverage.
- (b) Commercial General Liability Insurance with aggregate annual limits of \$2,000,000.
- (c) Automobile Liability Insurance with aggregate annual limits of \$1,000,000.
- (d) Professional Liability Insurance with aggregate annual limits of \$3,000,000.

## SECTION 9 - INDEMNIFICATION AND WAIVER

(a) The Township shall be named as an additional insured for general liability coverage under such policy of insurance that Engineer shall be required to obtain, and by execution of this agreement Engineer has guaranteed his having procured the requisite insurance coverages sufficient to otherwise enable that the Township will be fully protected in each and every occurrence and said procurement shall be herewith required in advance of commencing any work in connection with this agreement. The Engineer shall provide the Township with evidence of insurance coverage in the form of a certificate which shall also provide that the insurer shall be obligated to notify the Township of any cancellation or modification of insurance coverage to the Engineer within thirty (30) days thereof.

The MUNICIPAL ENGINEER hereby agrees to indemnify and hold harmless CLIENT and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to reasonable attorneys' fees), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of , or any claims against CLIENT arising from the negligence of the MUNICIPAL ENGINEER, **except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of CLIENT.** It is the intention of the parties that pursuant to this waiver and indemnification provision, the MUNICIPAL ENGINEER shall indemnify CLIENT to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of CLIENT. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of CLIENT.

## SECTION 10 - DISPUTE RESOLUTION

CLIENT and MUNICIPAL ENGINEER agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by CLIENT and MUNICIPAL ENGINEER.

## SECTION 11 - HEALTH AND SAFETY

CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to MUNICIPAL ENGINEER's Injury, Illness and Prevention Program or applicable guidance which may be provided by MUNICIPAL ENGINEER, and all other applicable rules, regulations and guidance required by MUNICIPAL ENGINEER, Client or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, MUNICIPAL ENGINEER's employees, and any other persons entering the site for purposes relating to CLIENT'S operations.

## SECTION 12 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MUNICIPAL ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.

### SECTION 13 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

Political Contribution Disclosure. This contract has been awarded to MUNICIPAL ENGINEER based on the merits and abilities of MUNICIPAL ENGINEER to provide the good or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that MUNICIPAL ENGINEER, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the *municipality* if a member of that political party is serving in an elective public office of that *municipality* when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that *municipality* when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

ATTEST:

CLIENT

---

By \_\_\_\_\_

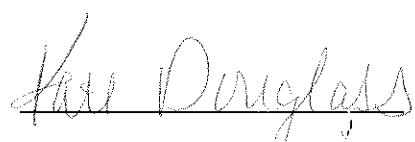
Print or Type Name

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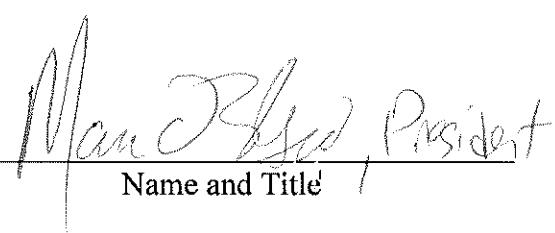
Title

ATTEST:

DE BLASIO & ASSOCIATES, P.C.



By



Michael R. Blasio, President  
Name and Title

EXHIBIT A

FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are supplemented as indicated below:

ENGINEER shall perform all engineering duties required to be performed on behalf of the CLIENT and the laws of the State of New Jersey. ENGINEER shall perform such other services and duties as may be necessitated and as authorized by the CLIENT and to provide the necessary engineering services to the officials of the CLIENT.

Whenever it is determined by the CLIENT to be desirable or necessary in the performance of its work, the CLIENT shall call upon ENGINEER to perform specific consulting engineering services.

These services may include review of wastewater systems, operations and recommendations for modifications or improvements, preparation of reports or studies on the CLIENT'S infrastructure, preparation of plans and specifications for new rehabilitation of existing facilities and/or infrastructure, roadway improvements, park and recreation, marine and coastal improvements, cost estimates, assistance in systems operations, preparation of applications to regulatory agencies, attendance at Borough meetings, special meetings and meeting with regulatory agencies, any other consultation services related to general and specific municipal engineering services, such as, tax map preparation and revisions.

De Blasio & Associates, P.C. will specifically assign Marc DeBlasio, P.E., William Cathcart, P.E., Andy McTague and Cody Stanford to the position of the Borough Engineer for the full course of the contract period unless specifically approved otherwise by the CLIENT.

## Rate Schedule

## LOWER TOWNSHIP

### Exhibit B

Year: 2026

<b>Labor Category</b>	<b>Hourly Rate</b>
CADD/GIS Technician	\$120
Contract Administrator	\$100
Drone Operator	\$150
Engineering Technician	\$130
Landscape Architect	\$150
Licensed Surveyor	\$150
Municipal Engineer	\$155
Observer	\$100
Principal	\$160
Project Engineer	\$150
Project Manager	\$150
Project Manager, LSRP	\$155
Project Planner	\$145
Rodperson/Field Crew	\$100
Survey Technician	\$135
Technical Aide	\$70

### Reimbursable Allowances

Mileage: Commensurate with IRS Regulations

Postage, Reproductions, Legal notices, Permitting Fees: Direct Cost

Outside Services: Direct + 10%

*Invoices are payable within 30 days of invoice date*

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260	CONTACT NAME: PHONE (A/C, No, Ext): 609 522-3406	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Co	
	INSURER B: Farmers Mutual Fire Ins Co	
	INSURER C: The Charter Oak Fire Ins Co	
INSURER D: Travelers Casualty & Surety Co		
INSURER E:		
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6607J393632TIL25	07/14/2025	07/14/2026	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$5,000	
	PERSONAL & ADV INJURY						\$1,000,000	
	GENERAL AGGREGATE						\$2,000,000	
	PRODUCTS - COMP/OP AGG						\$2,000,000	
OTHER:	\$							
B	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY  <input checked="" type="checkbox"/> SCHEDULED AUTOS  <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CANJM04108	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (ea accident)	\$1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
	OTHER:						\$	
	DED <input checked="" type="checkbox"/> RETENTION \$10000						\$	
A	UMBRELLA LIAB  EXCESS LIAB			CUP9M2659282547	07/14/2025	07/14/2026	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE						\$	
	AGGREGATE						\$2,000,000	
	OTHER:						\$	
	DED <input checked="" type="checkbox"/> RETENTION \$10000						\$	
	DED <input checked="" type="checkbox"/> RETENTION \$10000						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N  <input checked="" type="checkbox"/> N / A		UB7J3751042547G	07/14/2025	07/14/2026	<input checked="" type="checkbox"/> PER STATUTE	OTHER
	E.L. EACH ACCIDENT						\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$1,000,000	
	OTHER:						\$	
	DESCRIPTION OF OPERATIONS below						\$	
D	Professional Liab			106772199	07/14/2025	07/14/2026	\$1,000,000/\$3,000,000 \$5,000 Deductible	
	OTHER:						\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								

CERTIFICATE HOLDER		CANCELLATION	
Township of Lower 2600 Bayshore Road Villas, NJ 08251		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

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

RESOLUTION #2026-06

Title: **APPOINTMENT OF MUNICIPAL JUDGE**

**WHEREAS**, pursuant to N.J.S.A. 2B:12-4, the Township Council of the Township of Lower is required to appoint an attorney licensed to practice law in the State of New Jersey to the position of Municipal Court Judge.

**NOW, THEREFORE, BE IT RESOLVED** that Thomas D. Keywood, Esquire, is hereby appointed by the Township Council of the Township of Lower as the Lower Township Municipal Court Judge for a term commencing on the date of this Resolution and continuing until December 31, 2028.

**BE IT FURTHER RESOLVED** that Thomas D. Keywood, Esquire as the Lower Township Municipal Court Judge, shall perform all duties required pursuant to the New Jersey statutes, regulations and Lower Township ordinances including, without limitation, N.J.S.A. 2B:12-4.

**BE IT FURTHER RESOLVED** that Thomas D. Keywood, Esquire as the Lower Township Municipal Court Judge, shall be paid a salary as follows: 2026: \$54,709.19; 2027: \$56,897.59; 2028: \$59,173.46 per year without benefits, payable in bi-weekly installments on the Township's regularly scheduled pay days in each of the years listed.

**BE IT FURTHER RESOLVED** that any notices of this Resolution that may be required pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, be duly published in the Township's official newspaper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-07

Title: **APPOINTMENT OF PUBLIC INFORMATION OFFICER FOR THE YEAR 2026  
AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township of Lower has the need to acquire a Public Information Officer and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Lauren Suit has submitted a proposal indicating that she will provide the goods or services described above for a price not to exceed \$16,280; and

**WHEREAS**, the term of this contract is January 2, 2026 to December 31, 2026; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: 6-01-20-100-285

CFO Signature:

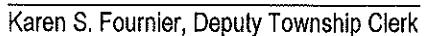
  
James Craft, CFO

**WHEREAS**, Lauren Suit has completed and submitted a Business Entity Disclosure Certification which certifies that Lauren Suit has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Lauren Suit from making any reportable contributions through the term of the contract.

**NOW THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Lauren Suit for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

  
Karen S. Fournier, Deputy Township Clerk



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** SUIT, LAUREN HUGGINS

**Trade Name:**

**Address:** 10 HOLIDAY RD  
VILLAS, NJ 08251

**Certificate Number:** 1878917

**Effective Date:** June 04, 2014

**Date of Issuance:** July 01, 2014

**For Office Use Only:**

20140701132222108

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

RESOLUTION #2026-08

Title: ESTABLISHMENT OF COUNCIL MEETING DATES AND TIMES FOR THE YEAR 2026

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower is scheduled for January 5, 2026, at which time it is necessary to establish the official Council Meeting dates and times.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Council Meetings be held in the Meeting Room of Township Hall beginning at 5:00 p.m. prevailing time on the first and third Monday of each month with the exception of the holiday dates designated below when the meeting will be held on the date listed. The annual schedule of Council meetings shall be posted on the official Township bulletin board at Township Hall. Unless otherwise provided by law, all of the above-described meetings shall be open to the public and action may be taken.

Meeting of January 19 will be changed to Wednesday, January 21

Meeting of February 16 will be changed to Wednesday, February 18

Meeting of September 7 will be changed to Wednesday, September 9

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

TOWNSHIP OF LOWER CLERK'S OFFICE  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251  
609-886-2005 x113

**IN COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT**

In compliance with Chapter 231 of the Laws of New Jersey, 1975, the following constitutes the 2026 schedule of **Lower Township Work Sessions and Regular Meetings** to be held the first and third Mondays of each month, unless otherwise noted, beginning at **5:00 p.m.** prevailing time.

<b>Re-Org</b>	<b>Monday – January 5, 2026</b>	<b>Monday - July 6, 2026</b>
	<b>Wednesday – January 21, 2026</b>	<b>Monday -July 20, 2026</b>
	<b>Monday - February 2, 2026</b>	<b>Monday – August 3, 2026</b>
	<b>Wednesday - February 18, 2026</b>	<b>Monday - August 17, 2026</b>
	<b>Monday - March 2, 2026</b>	<b>Wednesday – September 9, 2026</b>
	<b>Monday – March 16, 2026</b>	<b>Monday – September 21, 2026</b>
	<b>Monday – April 6, 2026</b>	<b>Monday - October 5, 2026</b>
	<b>Monday - April 20, 2026</b>	<b>Monday - October 19, 2026</b>
	<b>Monday - May 4, 2026</b>	<b>Monday – November 2, 2025</b>
	<b>Monday - May 18, 2026</b>	<b>Monday - November 16, 2026</b>
	<b>Monday - June 1, 2026</b>	<b>Monday - December 7, 2026</b>
	<b>Monday - June 15, 2026</b>	<b>Monday - December 21, 2026</b>

Unless otherwise noted, all meetings will be open to the public and action may be taken. Meetings will be held in the Meeting Room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

Julie A. Picard, RMC  
Township Clerk

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

**RESOLUTION #2026-09**

**Title: DESIGNATION OF OFFICIAL NEWSPAPERS FOR LEGAL PUBLIC ADVERTISING  
FOR THE 2026 CALENDAR YEAR**

**WHEREAS**, on June 30, 2025, Governor Philip Murphy signed P.L. 2025, c.72 into law, which transitions legal notice publication requirements for public entities to publication on the public entity's official Internet website beginning in the 2026 calendar year; and

**WHEREAS**, P.L. 2025, c.72 requires a public entity's official Internet website to be accessible to the public free of charge and to include a conspicuous hyperlink on the homepage to the public entity's legal notices webpage; and

**WHEREAS**, P.L. 2025, c.72 further requires each public entity to submit the hyperlink to its legal notices webpage to the New Jersey Secretary of State and to maintain an Internet archive of legal notices as required by law; and

**WHEREAS**, for the period January 1, 2026 through December 31, 2026, P.L. 2025, c.72 requires public entities to provide an advertisement at least twice per month in an eligible online news publication stating that the full text of legal notices may be obtained or viewed on the public entity's official website and providing the Secretary of State hyperlink; and

**WHEREAS**, notwithstanding the foregoing, there may be circumstances in which a legal notice is required by statute, court order, or court rule to be published in a printed newspaper, and the Township desires to designate a print newspaper for such limited purposes and for any remaining transition-period needs;

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

1. The Township of Lower shall publish required legal notices on its official website, <https://www.townshipoflower.org>, and shall maintain a conspicuous hyperlink on the homepage directing users to the Township's Legal Notices webpage.
2. The Township Clerk is authorized and directed to submit to the New Jersey Secretary of State the Township's Legal Notices webpage hyperlink and to provide updates as necessary.
3. The Township of Lower shall display each legal notice on the Legal Notices webpage for at least one week (or such longer period as required by law), and maintain an online archive of legal notices for at least one year.
4. For the period January 1, 2026 through December 31, 2026, the Township Clerk is authorized and directed to publish the advertisement required by P.L. 2025, c.72, at least twice per month, in an eligible online news publication meeting the criteria set forth in N.J.S.A. 35:3-3(b). Each advertisement shall state that the complete text of each Township legal notice may be viewed on the Township's official Internet website and shall include the hyperlink to the Secretary of State's legal notices Internet webpage, as applicable.
5. In the event a legal notice is required by statute, court order, or court rule to be published in a printed newspaper, and/or for any notices the Township of Lower elects or is required to publish in a newspaper during any applicable transition period, the Township of Lower designates Cape May Star and Wave as the official newspaper.
6. Pursuant to N.J.S.A. 10:4-19, the Township of Lower hereby fixes the fee for mailing meeting notices requested by any person at the actual cost of postage and duplication, payable in advance.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-10

**TITLE: RISK MANAGEMENT CONSULTANT; ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

**WHEREAS**, the Governing Body of the Township of Lower is a member of the Atlantic County Municipal Joint Insurance Fund, a self-insurance pooling fund; and

**WHEREAS**, the Bylaws of said Fund require that each municipality appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the Bylaws; and

**WHEREAS**, the JIF Bylaws indicate a fee Not To Exceed six percent (6%) of the municipal assessment (as dictated by the accompanying agreement) which expenditure represents reasonable compensation for the services required and was included in the cost considered by the governing body; and

**WHEREAS**, NJSA 40A:11-5 (1) (m), specifically exempts the hiring of insurance consultants from competitive bidding as an extraordinary unspecifiable service; and

**WHEREAS**, the experience, knowledge of public insurance and risk management issues and judgmental nature required of a Risk Management Consultant are clearly an extraordinary unspecifiable service which therefore render competitive bidding impractical.

**NOW THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower, County of Cape May, State of New Jersey in accordance with 40A:11-5, does hereby appoint J. Byrne Insurance as its Risk Management Consultant at a fee of 5% of the municipal assessment per year for a three-year period (1/1/2024 thru 12/31/2026), to be reappointed every year.

**BE IT FURTHER RESOLVED** that the Township Manager is hereby authorized and directed to execute the Consultant's Agreement annexed hereto and to cause a notice of this decision to be published according to NJSA 40A:11-5 (1), (a), (i).

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

ATTEST: \_\_\_\_\_

MANAGER: \_\_\_\_\_

PRINT NAME: Karen S. Fournier  
Deputy Township Clerk

TWP REPRESENTATIVE: Michael Laffey  
Township Manager

## **RISK MANAGEMENT CONSULTANT AGREEMENT**

### **ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND**

This Agreement, entered into this 3<sup>RD</sup> day of January, 2024, between the Township of Lower (hereinafter referred to as the "Municipality") and J. Byrne Agency, a Corporation of the State of New Jersey, and James Ridgway, the responsible agent, having their principal office located at 5200 New Jersey Avenue, Wildwood NJ 08260 (hereinafter referred to as the "Consultant").

**WHEREAS**, the Consultant has offered the services to the Municipality as the Professional Risk Management Consultant as required in the Bylaws of the Atlantic County Municipal Joint Insurance Fund; and

**WHEREAS**, the Municipality desires to contract for these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality at a meeting held on January 3, 2024;

**NOW THEREFORE**, the parties in consideration of the mutual promises and covenants set forth in this Agreement, agree as follows:

1. For and in consideration of the compensation set forth in Paragraph 3 of this Agreement, the Consultant hereby agrees to provide Professional Risk Management services to the Municipality as follows:
  - A) The Consultant shall assist the MUNICIPALITY in identifying its insurable exposures and shall recommend professional methods to reduce, assume or transfer the risk of loss.
  - B) The Consultant shall assist the MUNICIPALITY in understanding and selecting the various types of coverage and limits available from the Atlantic County Municipal Joint Insurance Fund.
  - C) The Consultant shall review with the MUNICIPALITY any additional types of coverage that the Consultant believes the MUNICIPALITY should purchase that are not available from the Fund. The Consultant shall purchase and bind any additional types of coverage authorized by the MUNICIPALITY.
  - D) The Consultant shall assist the MUNICIPALITY in the preparation of applications, statements of values and other documents requested by the Fund. However, this Agreement does not include any appraisal work by the Consultant.
  - E) The Consultant shall review the MUNICIPALITY's annual assessment as prepared by the Fund, and shall assist the MUNICIPALITY in the preparation of its annual insurance budget.
  - F) The Consultant shall review the loss and engineering reports for the MUNICIPALITY, and shall assist the Safety Committee in its loss containment objectives within the MUNICIPALITY.
  - G) The Consultant shall attend and actively participate in the MUNICIPALITY's Safety Committee activities and meetings, and shall present information to the Safety Committee on Safety related topics.

- H) The Consultant shall attend the MUNICIPALITY's Member Accident Review Panel meetings and assist the MUNICIPALITY in determining the cause of accidents. The Consultant shall suggest any remedial actions necessary to avoid future accidents.
- I) The Consultant shall assist the MUNICIPALITY in determining the necessary training for each employee in each Municipal Department based upon the employee's job description and in accordance with OSHA and other governmental regulations.
- J) The Consultant shall assist the MUNICIPALITY in scheduling employee training, both internal and external, including the tracking of course attendance and completion of course requirements.
- K) The Consultant shall review the MUNICIPALITY's loss data on a regular basis and prepare reports to the MUNICIPALITY on recent losses, open claims, and loss trends.
- L) The Consultant shall assist the MUNICIPALITY by reporting to the Fund changes in exposures including the deletion and addition of vehicles, equipment, and properties and the contracting of Municipal services to third parties.
- M) The Consultant shall assist the MUNICIPALITY and Fund professionals in the annual renewal process including the gathering and verification of exposure data.
- N) The Consultant shall order Certificates of Insurance from the Fund.
- O) The Consultant shall review Certificates of Insurance received by the MUNICIPALITY.
- P) The Consultant shall review proposed contracts between the MUNICIPALITY and organizations and contractors to verify that the appropriate indemnification and hold harmless language is contained in the Contract and that the Certificate of Insurance Guidelines are being followed.
- Q) The Consultant shall evaluate and advise the MUNICIPALITY on the risk management aspects of public events being staged or sponsored by the MUNICIPALITY.
- R) The Consultant shall review the annual coverage documents to verify the accuracy of the policies.
- S) The Consultant shall respond to questions regarding coverage from the MUNICIPALITY's officials.
- T) The Consultant shall actively attend and participate on the Fund Subcommittees as authorized by the Fund Bylaws.
- U) The Consultant shall regularly attend the Monthly Executive Committee meetings of the Fund.
- V) The Consultant shall execute and file with the MUNICIPALITY, as part of this agreement, and the Executive Director's office a copy of the Atlantic County Municipal Joint Insurance Fund Confidentiality Agreement.
- W) The Consultant shall at least twice annually, prepare and present a written report to the Governing Body of the MUNICIPALITY outlining the MUNICIPALITY's Insurance and Safety Program.
- X) The Consultant shall perform any other services required by the Fund's Bylaws.

2. The term of this Agreement shall be for a period of three (3) years commencing the first day of January, 2024, or from the effective date of coverage, unless this Agreement is terminated as set forth in Paragraph 5 of this Agreement.
3. The Fund Bylaws allow the Municipality to pay its Consultant for services rendered, no more than 6% of the Municipalities gross assessment; therefore, the Municipality authorizes the Fund to pay its Consultant, as compensation for services rendered, 5%. Said fee shall be paid to the Consultant within thirty (30) days of the payment of the Municipality's assessment to the Fund. The Consultant shall receive no other compensation or commission for the placement or servicing of any municipal coverage with the Fund.
4. For any type of coverage that is authorized by the Municipality, to be purchased outside of the coverage offered by the Fund, the Consultant shall receive as his full compensation, the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in Paragraph 3 of this Agreement.
5. Either party may cancel this Agreement at any time by notifying the other party, in writing, of their intention to terminate this Agreement. The termination shall be effective on the ninetieth day after service of the notice. The compensation provided for in Paragraph 3 shall be pro-rated to the date of termination.

Julie Ricard  
ATTEST: MUNI (SIGNATURE)

Julie Ricard, Muni. Clerk

PRINT NAME OF MUNI ATTESTER

1/13/2024  
DATE

Denise Bowman  
ATTEST CONSULTANT (SIGNATURE)

Denise Bowman  
PRINT NAME OF RMC ATTESTER

2/13/24  
DATE

Frank Sippel  
MUNICIPAL REPRESENTATIVE (SIGNATURE)

Frank Sippel, Mayor  
PRINT NAME OF MUNICIPAL REP ABOVE

Township of Lowell  
PRINT NAME OF MUNICIPALITY

James Ridgway  
RISK MANAGER CONSULTANT (SIGNATURE)

James Ridgway  
PRINT NAME OF RMC ABOVE

J. BYRNE AGENCY  
PRINT FIRM OF RMC

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

RESOLUTION #2026-11

Title: **APPOINTMENT OF MUNICIPAL AUDITOR FOR THE YEAR 2026  
AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire a municipal auditor and is satisfied with the services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and Ford Scott and Associates, LLC has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$ 44,500.; and

WHEREAS, the term of this contract is one year; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation: 01-20-130-299,135,207

Signature:

  
James Craft, CFO

WHEREAS, Ford Scott and Associates, LLC have completed and submitted a Business Entity Disclosure Certification which certifies that Ford Scott and Associates, LLC has made reportable contributions to a political or candidate committee in the Township of Lower in the previous one year.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Ford Scott and Associates, LLC for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk



# FORD-SCOTT

& ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

1535 HAVEN AVENUE • OCEAN CITY, NJ • 08226

PHONE 609.399.6333 • FAX 609.399.3710

[www.ford-scott.com](http://www.ford-scott.com)

October 1, 2025

Mayor and Governing Body  
and Chief Financial Officer  
Township of Lower  
2600 Bayshore Road  
Villas, N.J. 08251

Members of the Governing Body & Administration:

We are pleased to confirm our understanding of the services we are to provide to the Township of Lower for the year ended December 31, 2025.

We will audit the regulatory basis financial statements, including the related notes to the regulatory basis financial statements, which collectively comprise the basic financial statements, of the Township of Lower as of and for the year ended December 31, 2025. In addition, we will assist you in preparing the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Assistance in the preparation of the 2026 Local Municipal Budget from information provided to us by officials of the Township of Lower.
- Assistance in the preparation of the 2025 Annual (Unaudited) Financial Statement utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2025 Financial Statements and related notes utilizing the post-closing trial balances and analyses prepared by the Chief Financial Officer of the Township of Lower.
- Assistance in the preparation of the 2025 Annual Debt Statement.

We have also been engaged to report on supplementary information other than required supplementary information that accompanies the Township of Lower's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance (if applicable).
- Supplemental information and schedules required by the NJ Division of Local Government Services.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on this information:

- Other Comments and Recommendations

Separately, we will also prepare and issue the following reports and documents as required by the Division of Local Government Services:

- Court Report
- Dog Report
- New Jersey Audit Questionnaire
- Uniform Construction Code Enforcement Fee Report

### **Audit Objectives**

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the New Jersey Regulatory Basis of Accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey OMB 15-08, if applicable.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance in accordance with the requirements of Uniform Guidance and New Jersey OMB Circular 15-08, if applicable. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance and related notes. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance and related notes, and any other non-audit services we provide. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and

objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all accompanying information in conformity with the New Jersey Regulatory Basis of Accounting; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and all financial records and related information available to us and for the accuracy and completeness of that information, and for the evaluation of whether there are any conditions or events, considered in the aggregate that raise substantial doubt about the ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and New Jersey OMB Circular 15-08; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the Municipality from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, federal and state award programs, compliance with laws, regulations, contracts, and grant agreements, and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Municipality involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Municipality received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance and New Jersey OMB Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards in conformity with Uniform Guidance, and the schedule of expenditures of state financial assistance in conformity with New Jersey OMB Circular 15-08. You agree to include our report on the schedule of expenditures of federal awards, and schedule of expenditures of state financial assistance, in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, that includes our report thereon or make the audited financial statements available to intended users of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal awards in

accordance with Uniform Guidance, and the schedule of expenditures of state financial assistance in accordance with New Jersey OMB 15-08; (2) that you believe the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance, including its form and content, are fairly presented in accordance with Uniform Guidance, and New Jersey OMB Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards, and the schedule of expenditures of state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the New Jersey Regulatory Basis of Accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the New Jersey Regulatory Basis of Accounting; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with the New Jersey Regulatory Basis of Accounting; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to evaluate the adequacy and results of those services, and accept responsibility for them.

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and New Jersey OMB 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and New Jersey OMB Circular 15-08, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with auditing standards generally accepted in the United States

of America, and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, or any fraudulent financial reporting, or misappropriation of assets, that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, where there are conditions or events, considered in the aggregate, that raise substantial doubt about the Municipality's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include test of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements, schedule of expenditures of federal awards, federal award programs, schedule of expenditures of state financial assistance, state award programs, compliance with laws, regulations, contracts and grant agreements, and other responsibilities required by the auditing standards generally accepted in the United States of America.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Cash
- Revenue
- Expenditures

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override

of internal controls. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by Uniform Guidance and New Jersey OMB Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance and New Jersey OMB Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, Uniform Guidance, and New Jersey OMB Circular 15-08.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and NJ OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs, if applicable. For federal and state programs that are included in the OMB Compliance Supplement and NJ OMB Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the OMB Compliance Supplement and NJ OMB Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on your compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance and NJ OMB 15-08.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, if applicable, and related notes of the entity in conformity with the New Jersey Regulatory Basis of Accounting prescribed by the New Jersey Division of Local Government Services, Uniform Guidance and NJ OMB 15-08 based on information provided by you. We will also assist in the preparation of the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, schedule of expenditures of state financial assistance, and the related notes, if applicable, the Local Municipal Budget, the Annual Financial Statement, and the Annual Debt Statement, previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Reporting**

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Body of the entity. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our auditor's report. Since the entity's financial statements are presented in accordance with the New Jersey Regulatory

Basis of Accounting, our opinion will be adverse for presentation in accordance with the New Jersey Regulatory Basis of Accounting. If our opinion on the financial statements or, if applicable, the Single Audit Act Compliance opinions based on the New Jersey Regulatory Basis of Accounting, is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*, and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Uniform Guidance and New Jersey OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance and New Jersey OMB 15-08. Both reports will state that the report is not suitable for any other purpose. If during our audit we become aware that the Municipality is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will provide all documentation we request and information selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Municipality and the Division of Local Government Services, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ford, Scott & Associates, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ford, Scott & Associates, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Municipality. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Leon P. Costello is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$44,500. In addition, we will bill separately at our standard hourly rates for any additional services requested by the Township of Lower. Our standard hourly rates vary according to the degree of

responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also be involved with any Bond Issues or Note Sales by assisting in the compilation of necessary data. In addition, you are responsible for all secondary market disclosure, but we will assist you in compiling the necessary statistical data. Fees for Bond Issue, Note Sales and secondary market disclosure will be billed in addition to the agreed engagement fee stated above.

If we are to provide any services outside of the scope of this engagement, we must emphasize that you are responsible for management decisions and functions, and for designating a competent employee to oversee any other services we provide. You are responsible for evaluating the adequacy and results of any services performed and accepting responsibility for such services. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the contract period. Accordingly, our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Township of Lower and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

**FORD, SCOTT & ASSOCIATES, L.L.C.  
CERTIFIED PUBLIC ACCOUNTANTS**

*Leon P. Costello*  
Leon P. Costello  
Certified Public Accountant  
Registered Municipal Accountant  
No. 393

**RESPONSE:**

This letter correctly sets forth the understanding of the Township of Lower.

By: \_\_\_\_\_  
Chief Financial Officer  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 10, 2023

To the Partners of Ford, Scott & Associates, LLC  
and the Peer Rev Committee of the NJCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### ***Firm's Responsibility***

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### ***Peer Reviewer's Responsibility***

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### ***Required Selections and Considerations***

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



***Opinion***

In our opinion, the system of quality control for the accounting and auditing practice of Ford, Scott & Associates, LLC in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Ford, Scott & Associates, LLC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Nicholas Pelle".

DAVIE KAPLAN, CPA, P.C.

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

RESOLUTION #2026-12

Title: **APPOINTMENT OF TOWNSHIP TAX APPEAL ATTORNEY FOR THE YEAR 2026  
AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

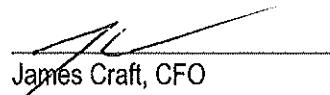
**WHEREAS**, the Township of Lower has a need to acquire a Tax Appeal Attorney and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

**WHEREAS**, Paul J Baldini has provided a proposal to serve as Tax Appeal Attorney for the Township of Lower at a rate of \$150.00 per hour not to exceed \$10,000; and

**WHEREAS**, the Township Council desires to approve the proposal and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: 6-01-210-155-289 – Tax Appeals

CFO Signature:

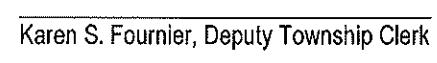
  
James Craft, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Paul J Baldini as Counsel for Lower Township Tax Appeals at a fee of \$150.00 per hour with a not to exceed amount of \$10,000.

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

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

  
Karen S. Fournier, Deputy Township Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**TOWNSHIP OF LOWER**  
**and**  
**PAUL J. BALDINI, P.A.**

This contract is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Township of Lower**, County of Cape May, State of New Jersey (hereafter referred to as "Client") located at 2600 Bayshore Road, Villas, New Jersey, 08251; and **Paul J. Baldini, P.A.** with **Paul J. Baldini** as the designated attorney (hereafter referred to as "Professional") of 4413 New Jersey Avenue, New Jersey 08260.

**WHEREAS**, Paul J. Baldini, is an Attorney licensed to practice in the State of New Jersey; and

**WHEREAS**, the firm of Paul J. Baldini, P.A. has been duly appointed by the Township Committee as Tax Appeals Counsel and other related matters for the Township of Lower for the term beginning January 1, 2026 through December 31, 2026, or until a successor is duly appointed or the scope of the engagement has been completed; and

**WHEREAS**, it is necessary and appropriate that agreements and understandings between the parties be reduced to written form:

**IT IS MUTUALLY AGREED** between the parties to this contract:

**I.** **Appointment.** The law firm of Paul J. Baldini, P.A., with Paul J. Baldini as the designated responsible attorney, is hereby retained to provide legal services as Tax Appeals Counsel and other related matters for the Township of Lower.

**II.** **Term.** The term of this Agreement shall be effective January 1, 2026 through December 31, 2026, or until a successor is duly appointed, the scope of the engagement has been completed or the Township determines to terminate this Agreement.

**III.** **Service.** During the term of this Agreement, Paul J. Baldini, Esquire and the firm

of Paul J. Baldini, P.A. agree to provide legal advice to the Township of Lower and to perform such legal services as may be assigned by the Township of Lower. In rendering of such services, the Professional is an independent contractor and shall not be deemed an employee.

**IV. Compensation.**

During the term of this Agreement, the firm of Paul J. Baldini, P.A. shall be compensated on the following basis:

- A. All services ordinarily and customarily performed by the attorney in the position as appointed shall be billed on an hourly basis when possible. In establishing the hourly rate, the attorneys have taken into account their experience in the field, nature of services, and the responsibility assumed. The rate shall be **\$150.00 per hour** for services rendered.
- B. The fees specified herein do not include expenses. All such items shall be subject to reimbursement at actual cost. Mileage shall be charged at the rate approved annually by the Internal Revenue Service.
- C. The maximum dollar amount for this contract shall be ten thousand dollars (\$10,000.00).

**V. Equal Opportunity.**

- A. In consideration of the execution of this Agreement, the Professionals shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Professionals shall comply with the *New Jersey Law Against Discrimination*, N.J.S.A. 10:5-1 *et seq.* and all other applicable Federal and New Jersey statutes of a similar nature.
- B. The attention of the Professionals is particularly drawn to the affirmative action provisions of the *New Jersey Law Against Discrimination* as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Professional shall execute such additional

documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

**VI. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey.** In accordance with the requirements of *P.L. 1975, C. 127*, and of *N.J.A.C. 17:27*, during the performance of this contract the Professionals agree as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C. 17:27-5.2* promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to *N.J.A.C. 17:27-5.2* promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age,

race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office [in the New Jersey Department of the Treasury] as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the *New Jersey Administrative Code* (*N.J.A.C. 17:27*).

**VII. Political Contribution Disclosure.** This Contract has been awarded to Professional based on his merits and abilities to provide the goods and services as described herein. This Contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:4A-20.5. As such, the undersigned does hereby attest that he will not make a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:4A-8 or 19:44A-16 during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate or candidate committee of any person serving in an elective public office of that municipality when the contract is awarded or who will seek such office in the municipality during the term of this contract. The Business Entity Disclosure Certificate required pursuant to N.J.S.A. 19:44A-20.8 has been provided to the Client.

**VIII. New Jersey Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**IX. Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both parties.

**X. No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision, or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

**XI. Captions.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

**XII. Entire Agreement.** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

**XIII. Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation, ten thousand dollars (\$10,000.00), as set forth in this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes and the term specified herein.

**Township of Lower**

**Michael Laffey, Township Manager**

**Paul J. Baldini, P.A.**

*Paul J. Baldini*

**Paul J. Baldini**

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

RESOLUTION #2026-13

Title: **A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING TO SURENIAN, EDWARDS & NOLAN, LLC TO SERVE AS SPECIAL COUNSEL TO THE TOWNSHIP OF LOWER FOR AFFORDABLE HOUSING MATTERS/LITIGATION**

**WHEREAS**, the Township of Lower has a need to acquire/retain special counsel possessing expertise in the area of affordable housing and the Fair Housing Act in order to assist the Township with addressing its affordable housing obligation, and desires to authorize this appointment using a non-fair and open contract pursuant to N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

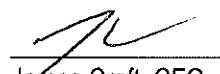
**WHEREAS**, the anticipated term of this contract is one year; and

**WHEREAS**, Surenian, Edwards & Nolan, LLC has submitted a proposal to serve as Affordable Housing Special Counsel for the Township of Lower at a rate set forth in the attached proposal; not to exceed \$10,000.00; and

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

Appropriation #: 6-01-20-155-286

CFO Signature:

  
James Craft, CFO

**WHEREAS**, Surenian, Edwards & Nolan, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political candidate or committee in the Township of Lower in the previous year, and that the contract will prohibit them from making any reportable contributions during the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Surenian, Edwards & Nolan, LLC as Special Counsel on Affordable Housing for the Township of Lower at the rate attached hereto; for a total price not to exceed \$10,000.00 for the year.

**BE IT FURTHER RESOLVED** that the Business Entity Disclosure Certification and the Determination of Value be placed on file with this Resolution.

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

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

# PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between:

**Township of Lower, a Municipal Corporation of the State of New Jersey**  
2600 Bayshore Road  
Villas, NJ 08251

Hereinafter referred to as "Township"

And: **SURENIAN, EDWARDS, BUZAK & NOLAN LLC**  
311 Broadway, Suite A  
Point Pleasant Beach, NJ 08742

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm".

In the event that Surenian, Edwards, Buzak & Nolan LLC is reconstituted, references to "Special Counsel", "Contractor" or "Firm" shall include references to the new entity.

## WITNESSETH:

1. Township hereby appoints and employs the Firm to assist the Township and its legal counsel to a) address its responsibilities with respect to its affordable-housing obligations under New Jersey State laws commonly referred to as "the Mount Laurel doctrine", and b) any necessary projects, as determined and authorized by the Township.

2. The Firm shall bill the Township at the following rates:

- (a) \$200.00 per hour for Partners
- (b) \$185.00 per hour for Associates
- (c) \$90.00 per hour for Paralegals
- (d) For any new hires, the Firm will communicate with the Township prior to the commencement of any work.

3. Township shall pay all disbursements incurred by the Firm, such as, but not limited to, black and white photocopying and printing charges (at \$0.30 per page); color photocopying and printing charges (at \$0.50 per page); facsimile charges (at \$1.00 per page); telephone charges;

postage, travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at \$0.30 per page); research; messenger fees; filing fees; expert fees; recording fees, etc.

4. Special Counsel shall bill Township on a monthly basis. In the event that the bills exceed the amount budgeted, Township shall either make another appropriation or advise Special Counsel to stop work immediately.

5. Township shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Township, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

**Enclosures**

1. Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
2. Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17-27;
3. State of New Jersey Business Registration
4. Certificate; Certificate of Employee Information Report;
5. Workers Compensation and Employers Liability Policy; and
6. Business Entity Disclosure Certification;
7. Disclosure of Investment Activities in Iran
8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3
9. Political Contribution Disclosure Form Pursuant To N.J.S.A. 19:44A-20.26
10. Stockholder Disclosure Certification

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.
9. The terms of this Agreement shall be in effect from January 1, 2026 to December 31, 2026.

**TOWNSHIP OF LOWER**

ATTEST:

By \_\_\_\_\_, Mayor

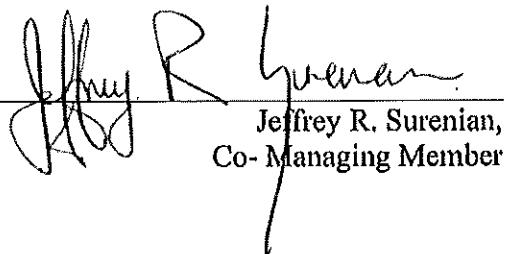
**SURENIAN, EDWARDS, BUZAK & NOLAN LLC**

WITNESS:



Paul Fioranti

By:

  
Jeffrey R. Surenian,  
Co-Managing Member

Date: 10/9/25

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

RESOLUTION #2026-14

Title: **APPOINTMENT OF BOND COUNSEL FOR THE YEAR 2026  
AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire bond counsel and is satisfied with the services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the contract may exceed \$17,500, and Archer & Greiner, P.C. has submitted a proposal indicating that they will provide the goods or services described above; and

WHEREAS, the term of this contract is one year, January 1, 2026 – December 31, 2026 and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation: Applicable Bond Ordinances

CFO Signature:

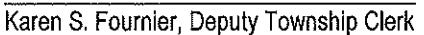
  
James Craft, CFO

WHEREAS, Archer & Greiner has completed and submitted a Business Entity Disclosure Certification which certifies that Archer & Greiner has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Archer & Greiner from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby approves a contract with Archer & Greiner for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

  
Karen S. Fournier, Deputy Township Clerk

**BOND COUNSEL SERVICES  
A G R E E M E N T**

THIS AGREEMENT, made as of this    day of January, 2026, between the TOWNSHIP OF LOWER, a body politic of the State of New Jersey, herein designated as the "Township", party of the first part, and ARCHER & GREINER P.C., Attorneys at Law with offices at 10 Highway 35, Red Bank, New Jersey, hereinafter designated as "Bond Counsel", party of the second part:

WITNESSETH:

1. The Township desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds in accordance with the laws of the State of New Jersey. The Township desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.
2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:
  - A. Bond Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.
  - B. Bond Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey Statutes.
  - C. When the Township determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents authorizing the bond sale. Bond Counsel will seek the advice of the Auditor in connection with the appropriate maturity schedule for the bonds to be sold. Bond Counsel will coordinate the printing and the distribution of the Official Statement to those financial institutions that customarily submit bids for new issues of New Jersey municipal bonds of that type. It will arrange for the printing of the notice of sale in The Bond Buyer and in the local newspaper, as required by law, and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.
  - D. When the Township determines to issue bond anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes.

When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Township Attorney for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide other legal advice requested by the Township, provided such advice is within the legal expertise of Bond Counsel's law firm.

G. Bond Counsel will prepare, review and distribute the Preliminary and Final Official Statements in connection with any bond or note financing.

H. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township.

I. Bond Counsel will provide legal services listed in the Township's solicitation of qualifications, which are incorporated herein by this reference.

3. The Township will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of \$450 for each single purpose ordinance and \$600 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$1,200.00 for Bond Counsel's approving legal opinion in connection with such a financing and \$.50 per thousand dollars of bond or tax anticipation notes or emergency notes issued. If additional services are required, such as with issues involving refundings or the combination of numerous

ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of a bond issue providing the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$75 to \$195 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the Township, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing, pooled loan financing or loan financing undertaken by the Township through an Improvement Authority, NJIB, USDA or any other legal services the Township wishes Bond Counsel to perform.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the Township hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with

the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

5. The parties agree that this contract contemplates a limited legal services engagement as special counsel (bond counsel), not a plenary position, as contemplated in the New Jersey Supreme Court's decision in S. Ct. Adv. Committee on Prof Ethics opinion No. 697, 188 N.J. 549 (2006). Accordingly, Archer may undertake representations from time to time that are consistent with that decision.

IN WITNESS WHEREOF, the TOWNSHIP OF LOWER has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Bond Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

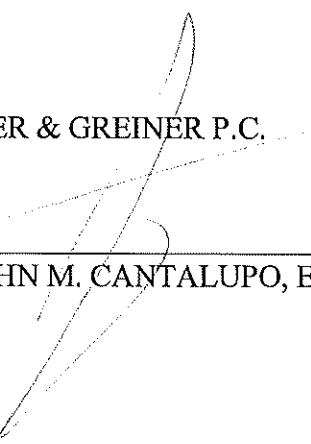
TOWNSHIP OF LOWER

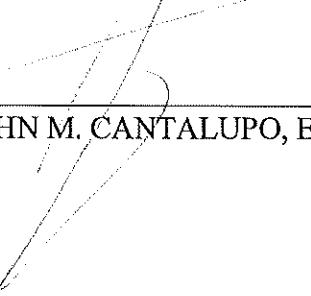
ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_,  
Authorized Officer

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

ARCHER & GREINER P.C. 

BY: \_\_\_\_\_  
JOHN M. CANTALUPO, ESQ. 

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

RESOLUTION #2026-15

Title: **APPOINTMENT OF HEALTH INSURANCE BROKERAGE CONSULTANT FOR THE YEAR 2026  
AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

**WHEREAS**, the Township of Lower has a need to acquire an Insurance Broker and is satisfied with services rendered by the current vendor and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A 40A:11-5(k) to enter into contracts for "Professional Services" without competitive bidding, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay to Play law; and

**WHEREAS**, Marsh & McLennan have provided a proposal to serve as the Health Insurance Brokerage Consultant for the Township of Lower; and

**WHEREAS**, the term of said contract will be January 1, 2026 thru December 31, 2026.

**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 Manager is hereby authorized to sign the Insurance Brokerage Agreement attached hereto and said agreement is hereby awarded.

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

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk



## CLIENT SERVICE AGREEMENT

This Client Service Agreement and any statement of work , Exhibits and Appendices hereto (this "**Agreement**") is made as of January 1, 2026 (the "**Effective Date**"), by and between Township of Lower (herein referred to as "**Client**"), and Marsh & McLennan Agency LLC (herein referred to as ("**MMA**").

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

### Article I. Services Provided by MMA

MMA shall provide the services outlined on the Statement of Work ("SOW") attached to this Agreement as Exhibit A and signed by the Client (the "**Services**") and which may be amended, from time to time, by mutual written agreement of the parties. To the extent there is a direct conflict between the terms of this Agreement and an SOW, the terms of the SOW shall control.

### Article II. Term/Termination

#### 2.1 Term

This Agreement shall begin on the Effective Date and continue until (a) a termination occurs pursuant to provision 2.2; or (b) the end of a service period as described in the SOW, whichever occurs earlier. MMA's obligations to provide Services hereunder will terminate upon termination of the Agreement for any reason.

#### 2.2 Termination

This Agreement, and any SOW attached hereto, may be terminated for convenience by either party by providing 90 days' prior written notice.

#### 2.3 Events Upon Termination

Upon termination of this Agreement, commissions will be paid to MMA by applicable insurance carriers pursuant to such carriers' agent-of-record policies and procedures. Notwithstanding any termination of this agreement, any retail commissions collected by MMA shall be considered fully earned upon receipt.

### Article III. Confidentiality

3.1 Each of MMA and Client is likely to disclose information (in such capacity, the "**Disclosing Party**") to the other (in such capacity, the "**Receiving Party**") from time to time in the course of the provision of the Services, which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature ("**Confidential Information**"). Confidential Information shall also include this Agreement and all business strategies, plans and procedures, business information, proprietary information, scientific information, product plans, sales information and plans, data, and trade secrets of the Disclosing Party. Notwithstanding the foregoing, "Confidential Information" shall not include any information or materials that: (a) are or become known to the general public through no act or omission of the Receiving Party, (b) are received by the Receiving Party from a third party that the Receiving Party reasonably believes was legally entitled to disclose the same, (c) were legally in the Receiving Party's possession prior to disclosure by Client; (d) are developed by or for the Receiving Party independently of the Disclosing Party's Confidential Information, or (e) are

de-identified and aggregated. In the event the Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party may, unless prohibited by law or regulation, disclose such information; provided, that prior to any such disclosure, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof such that the Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines is consistent with the scope of the subpoena or demand.

The Receiving Party (a) shall safeguard and maintain in confidence all Confidential Information of the Disclosing Party provided to or learned or developed during the course of performing such Receiving Party's obligations hereunder and (b) shall not use or copy any Confidential Information, or authorize or permit others to use any such Confidential Information, for any purposes other than, in the case of MMA as the Receiving Party, to perform the Services. Notwithstanding anything to the contrary in this Agreement, Client expressly agrees that (i) MMA may share the Client's Confidential Information with carriers, third party providers, intermediaries and related parties in furtherance of the Services (and the same shall not be considered agents or representatives of MMA for this purpose) and (ii) MMA is expressly permitted to de-identify and aggregate Confidential Information for preparing commercially available normative and benchmarking data and for internal and external research, analysis, and product development purposes.

The confidentiality obligations contained in this section with respect to any Confidential Information shall survive for a period of two (2) years from receipt of such Confidential Information, or for such longer period as required by applicable law.

### **3.2 [Intentionally Blank.]**

### **3.3 Ownership Rights**

Client acknowledges and agrees that except to the extent they constitute Work (as defined below), all products, forms, procedures, pricing, and other materials, including any hardware or software products, proposals, and templates, utilized or made available by MMA to Client in connection with any Services rendered hereunder (collectively, the "Products") are the sole property of MMA. Client acknowledges and agrees that nothing herein shall be construed to grant or create any ownership rights in any hardware and software owned, operated by, or licensed to MMA. Client shall have no title or other ownership right to or interest in any of such Products, nor shall it acquire any such right, title, or interest by use thereof in accordance with this Agreement. Client shall not license, market, modify, sell, or transfer any of such Products, in whole or in part.

### **3.4 Deliverables and Intellectual Capital**

Only materials prepared by MMA specifically, solely and exclusively for Client pursuant to this Agreement (the "Work") shall be owned by Client. Notwithstanding the foregoing, MMA will retain all ownership and copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by MMA before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, algorithms, specifications, documentation and other materials created, owned or licensed and used by MMA or our affiliates or subcontractors in the course of providing the Services and the Work (collectively, the "Intellectual Property"), and shall not be restricted in any way with respect thereto.

Client will not use, in a manner other than as mutually contemplated when MMA was first retained by Client to perform the applicable Services, or disclose to any third party, any material, Work, Products and/or Intellectual Property supplied by MMA under this Agreement. MMA shall have no liability with respect to: (i) modifications made by any person other than MMA to the Work, Intellectual Property or other work product or deliverables provided to Client by MMA or (ii) any third party's use or reliance on the Work, Intellectual Property or other work product or deliverables provided to Client by MMA.

## **Article IV. Indemnification; Limitation of Liability; Disclaimers**

### **4.1 Indemnity**

MMA agrees to indemnify and hold harmless Client from and against any and all Losses (as defined below) to the extent resulting from (i) MMA's breach of this Agreement or (ii) MMA's negligence or willful misconduct in the performance of Services hereunder.

Client agrees to indemnify and hold harmless MMA from and against any and all Losses to the extent resulting from (i) Client's breach of this Agreement, (ii) any third party claims against MMA arising out of the Services, except to the extent resulting from MMA's negligence or willful misconduct, (iii) Client's negligent acts or omissions, or (iv) MMA's or a third party provider's reliance on the accuracy of information provided by Client hereunder.

#### **4.2 Limitation of Liability**

MMA shall not be liable for any indirect, incidental, consequential, punitive or other special damages suffered by Client arising out of or related to this Agreement, even if advised of the possibility of such damages. The aggregate liability of MMA, its affiliates and any officer, director or employee of MMA and its affiliates ("MMA Parties") to Client, its affiliates, and its and their officers, directors or employees and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA Parties shall not exceed five million dollars (\$5,000,000). MMA shall have no liability for the acts or omissions of any third party (other than any subcontractor performing Services hereunder). "Losses" as used herein shall mean any and all claims, damages, losses, judgments, costs, and expenses of any kind, including reasonable attorneys' fees.

#### **4.3 Disclaimers**

MMA does not assume any responsibility or authority hereunder for (i) the design, funding or operation of any Client-sponsored employee welfare benefit plan (as defined in ERISA Section 3(1)) or for compliance of any such plan with ERISA, including any aspect of COBRA, (ii) duties incumbent upon a "plan sponsor" or "covered entity" under HIPAA privacy and security rules, (iii) funding claims for benefits under any Health Savings Account (HSA) or employee welfare benefit plan or the payment of fees to third parties providing services or products to Client or its employees, (iv) insuring or underwriting any liability to provide benefits under any employee welfare plan, (v) the acts or omissions of any automated clearing house or other financial institution, or (vi) Wrap Plan documents prepared by third parties. MMA specifically disclaims any warranty regarding the compliance of Client's employee health and benefits plan with ERISA.

MMA does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. MMA does not guarantee or make any representation or warranty that coverage or services can be placed on terms acceptable to Client. MMA is not responsible for the solvency or ability to pay claims of any insurance carrier or the solvency or ability of any service provider to provide service. Client agrees that all decisions regarding the amount, type or terms of coverage shall be Client's ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverages that are appropriate for its particular circumstances and financial position. The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the services to be provided by MMA.

MMA's service obligations to you are solely contractual in nature. The parties acknowledge and agree that, in performing the Services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not otherwise have a fiduciary or other enhanced duty to you.

In the event that a service, resource or tool listed on Exhibit A is being provided by a party that is not a subcontractor or MMA's the provision of such service, resource, or tool may be subject to terms and conditions or contract to be entered into between Client and such third-party provider. MMA shall have no liability with respect to any service, resource or tool not provided directly by MMA and/or one of its subcontractors.

Client shall be responsible for any fee or penalty arising out of or relating to its benefit plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies.

MMA is not engaged in the practice of law or tax accounting and the Services provided hereunder do not constitute and are not a substitute for legal, tax and/or accounting advice. Accordingly, MMA recommends that Client secure the advice of competent legal counsel and/or tax advisor with respect to any legal or tax matters related to the Services or otherwise.

The Patient Protection and Affordable Care Act (ACA) is a complex law. Any statements or guidance regarding the ACA made by MMA concerning tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as accounting, tax, or legal advice.

## **Article V. Representations**

### **5.1 Compliance with Applicable Law and Regulation**

Each party agrees to comply in all material respects with all federal, state, and local laws and regulations applicable to such party in carrying out its obligations under this Agreement.

### **5.2 Accuracy of Information**

Client shall provide to MMA timely, complete and accurate information to enable MMA to perform its obligations and provide Services hereunder. Client assumes full responsibility for any Client information provided to MMA, a general agent or a service provider hereunder, including, but not limited to, its condition, content, format, usability, or correctness and MMA has no obligation to confirm or verify the accuracy, authenticity, or completeness of any information provided by Client. Client understands that the failure to provide necessary, complete and accurate information to MMA and/or a general agent or service provider, whether intentional or by error, could result in the voiding of coverage or denial of claims. Client acknowledges that MMA: (i) relies upon the accuracy of all information provided by Client in effecting and performing its obligations under this Agreement, and (ii) understands and agrees that MMA shall have no liability for its reliance on inaccurate or incomplete information.

### **5.3 Plan Fiduciary; Instructions**

MMA is not a "plan administrator" or "fiduciary" as defined under ERISA. Client acknowledges, agrees and warrants that Client or the appropriate Covered Entity is the named plan administrator and/or fiduciary for the plan(s) within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and, notwithstanding anything to the contrary contained herein, that MMA is not a fiduciary and does not have any discretionary authority or responsibility with respect to the plan(s) or plan assets. It is understood and agreed that Client and/or the relevant plan(s) have full and final authority and responsibility for the plan(s), plan(s) assets, and plan(s) operation. Client, and not MMA, shall be solely responsible for the review and payment of claims for benefits provided under any benefit plan and for all appeals brought under any such benefit plan and/or ERISA. Client shall be responsible for meeting any ERISA trust requirements to the extent applicable. MMA does not assume any responsibility for receiving or reviewing claims for benefits under or in connection with any benefit plan. MMA shall not have any duty or power to act on behalf of Client or any participant in connection with the plan(s) other than as expressly stated in this Agreement or upon instruction from Client.

## **Article VI. Other Provisions**

### **6.1 No Third-Party Beneficiaries**

Neither this Agreement nor the provision of the Services is intended to confer any right or benefit on any third party.

### **6.2 Governing Law/Waiver of Jury Trial**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law principles. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party agrees not to include any employee, officer, director or trustee of the other as a party in any action, proceeding or counterclaim relating to such dispute.

### **6.3 Amendment; Waiver**

No changes, amendments, or alterations shall be effective unless signed by duly authorized representatives of both parties. Neither the waiver by either party of a breach or violation of any provision of this Agreement nor the failure

by either party to insist upon strict performance of any provision herein shall operate or be construed to be a waiver of any subsequent breach or violation thereof. To be effective, all waivers must be in writing and signed by an authorized officer of the party to be charged.

#### **6.4 Exhibits; Entire Agreement**

This Agreement (including any SOW, Exhibits and Appendices hereto) sets forth the complete and sole understanding between MMA and Client with respect to its subject matter and supersedes any and all prior or contemporaneous communications, discussions, agreements, understandings, promises, and/or representations made by either party to the other, whether oral, written, or in any other form not expressly included herein. This Agreement includes the following Exhibit:

- **EXHIBIT A** – Statement of Work & Compensation
- **EXHIBIT B** – Compensation Disclosure

**[SIGNATURE PAGE FOLLOWS]**

MMA Client Service Agreement  
Page 6

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

**Marsh & McLennan Agency LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Township of Lower**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**STATEMENT OF WORK**

This Statement of Work is entered into pursuant to the Client Service Agreement dated January 1, 2026, between the parties hereto, and sets forth the scope of services to be provided, and the compensation to be earned, by MMA. This SOW is subject to the terms and conditions contained in the Client Service Agreement.

**PART 1 – SERVICE PERIOD from January 1, 2026, to December 31, 2026**

**PART 2 – SCOPE OF SERVICES** Medical, Dental, Vision, Health Reimbursement Account, Group Medicare Plan and Group Life Insurance.

## EXHIBIT A: SCOPE OF SERVICES

Services	Frequency	Cost
<b>Benefits Evaluation and Strategy Development</b>		
Schedule and conduct an introductory “kick-off” meeting <ul style="list-style-type: none"> <li>- Introduction of the service team</li> <li>- Discuss business objectives</li> <li>-Understand important dates and develop an initial service calendar</li> </ul>	Upon Engagement	Included
On Boarding of Existing Benefit Program <ul style="list-style-type: none"> <li>- Gather data on plans offered &amp; eligibility criteria</li> <li>- Obtain census and enrollment guides</li> <li>- Obtain payroll deductions and last enrollment guide</li> <li>- Obtain copies of all plan documents</li> <li>- Notify vendors and discover any outstanding issues</li> </ul>	Upon Engagement	Included
Develop annual service calendar <ul style="list-style-type: none"> <li>- Carrier data deadlines</li> <li>- Compliance deadlines</li> <li>- Open enrollment date range</li> <li>- Renewal/marketing initiation dates</li> </ul>	Upon Engagement	Included
Benchmark benefit plans against similar groups <ul style="list-style-type: none"> <li>- Plan Designs</li> <li>- Funding type (where available)</li> <li>- Contributions (where available)</li> <li>- Costs (where available)</li> </ul>	As Needed	Included
Creation/review of benefits strategy that corresponds with business objectives <ul style="list-style-type: none"> <li>- One (1) and Three (3) year goal setting</li> <li>- Contribution strategy</li> <li>- Plan design strategy</li> <li>- Provider network strategy</li> <li>- Wellness and disease management strategy</li> </ul>	Annually	Included
<b>Renewal and Marketing</b>		
Renewal review and financial evaluation <ul style="list-style-type: none"> <li>- Request renewals timed to meet service deliverables</li> <li>- All lines of coverage (Medical, Dental, Life, etc...)</li> <li>- Review claims experience and retention</li> <li>- Medical Underwriting analysis of renewal</li> <li>- Negotiate with carrier(s) for improved costs and terms.</li> <li>- Forecast annual costs for plan and employer</li> </ul>	Annually	Included

RFP creation, submission and analysis - Compare costs on similar plan designs - Map plan design alternatives and cost impact - Review GEO Access report for provider access - Review disruption report for provider similarity - Negotiate rates and terms - Negotiate service guarantees where available	As Needed	Included
Present renewal, marketing results and conclusions to client team	Annually	Included
Identify, evaluate and recommend market solutions that may provide value to benefit plan - Wellness - Technology - Advocacy / Transparency - Enrollment decision support tools - Utilization management	Ongoing	Included
Notify carriers and assist with any application or contracting requirements	As Needed	Included
<b>General Account Services and Management</b>		
Manage carrier and vendor activities - Coordinate renewals and new carrier implementations - Guide client through required group paperwork and contracts - Request and file carrier documents and certificates - Assist with setting up carrier employer portals	Ongoing	Included
Schedule and organize recurring client meetings or calls as determined by client and service team	As Needed	Included
Prepare and present an Engagement report outlining activities, plan finances, progress towards goals and market trends	Annually	Included
Manage ongoing benefit service calendar	Annually	Included
Assist resolving escalated administrative issues - Work with carriers to resolve escalated group service and claims issues - Assist with employee benefits problems that have been unresolved by carrier - Manage carrier resolution of billing errors		
<b>Employee Communication and Open Enrollment</b>		
Coordinate and assist with open enrollment - Develop communication and enrollment strategy - Review best methods for employee enrollment support such as group meetings, individual meetings, web meetings, telephonic assistance and decisions support tools - Develop timeline and create schedule	Annually or As Needed	Included

Create a full color customized enrollment guide - Outlining enrollment process with important dates and activities - Comparing plan offerings in a easy to understand format showing plan designs and costs - Tips or other content on enrollment, wellness and support resources - Delivered in digital PDF format suitable for printing, website posting or emailing	Annually or As Needed	Included
Review with client and coordinate annual employee notifications - ACA, COBRA, Medicare, etc... - Available wellness activities - Nicotine or spousal affidavits	As Needed	Included
<b>Employee Eligibility and Enrollment Processing</b>		
Review and consult on client enrollment and eligibility processes - Suggest solutions and/or vendors that may improve efficiency - Facilitate selection and implementation of automated Benefits Administration System - Work with carriers to resolve enrollment issues	As Needed	Included
Assist with setting up client with carrier enrollment portals	As Needed	Included
Facilitate and manage carrier resolution of billing issues	As Needed	Included
<b>Financial Review &amp; Claims Analysis</b>		
Claims review and reporting - Prepare claims monitoring report using available carrier claims and premium data - Track trends and medical loss ratios	Quarterly	Included
Plan utilization analysis - Report on group utilization trends and where costs are incurred - Evaluate opportunities to affect high cost behaviors	Annually	Included
Contribution strategy review and modeling - Employee cost strategy - Wellness incentive evaluation - Employee surcharge review (Tobacco & Spousal)	Annually	Included
Actuarial services (Self-Funded) - Claims forecasts - Development of premium equivalent and COBRA rates - Alternative funding feasibility study	As Needed	Included
<b>Compliance Support and Consultation</b>		
Complete compliance on-boarding “scorecard” to discover compliance gaps	Upon Engagement	Included

• Review plan documents - SPD - WRAP - SMM - Section 125	Annually	Included
COBRA best practices review	Annually	Included
Facilitate IRS Form 5500 - Gathering of Schedule A's and submission to client - Guidance for distribution Summary Annual Report preparation	Annually	Included
Medicare Part D - Advise required participant notices - Consult on CMS employer reporting	Annually	Included
Legislative Updates	Annually	Included
Educational Compliance Webinars	Ongoing	Included
<b>Human Resources Consultation – Mineral Access</b>		
More than 200 online training courses that ensure compliance, reduce risk, and drive employee engagement	As Needed	This service is available at a minimal charge of \$250 per year. DOL regulations prohibit MMA from providing this service at no cost, as it is considered rebating.
Intuitive admin dashboard and robust reporting.	As Needed	
Certified HR experts answer questions, render advice, and follow up with research to resolve issues	As Needed	
Comprehensive resource center with all the forms, checklists, and tools needed to maintain compliance	As Needed	
- 50-State Employee Handbook Builder - Q&A Database - HR Audit Checklist - Health Care Reform Checklist - Job Description Builder - Compliance Guidelines	- Performance Review Tool - Employee Onboarding Checklist - HR Compliance Checklist - Salary Benchmarking - Employee Termination Guidelines - White Paper & Webinar Library	
<b>Benefits Technology</b>		
MMA's Technology COE for assessment of HRIS/HCM	As Needed	Cost dependent on group size
Benefits administration system for implementation and support	As Needed	Varied. Cost may apply.
<b>MMA Centers of Excellence</b>		
• Engage with MMA Centers of Excellence: MMA Actuarial MMA Stop Loss MMA Rx Solutions MMA Global Benefits Management MMA Compliance COE	As Needed	Varied. Cost may apply.

**PART 3 - COMPENSATION****1.1 Commission-Based Compensation**

MMA shall be compensated for its Services through retail commissions from insurers. Any retail commissions shall be considered fully earned by MMA at the time of receipt.

**1.2 Third-Party Vendor Services**

Client has opted to engage with the following identified third-party vendors. Service costs shall be fully covered by base commission received from Client's insurance plans for which MMA is the broker of record. In the event Client terminates MMA as broker of record with respect to any or all of the Client insurance plan(s), services under this Agreement will immediately terminate unless otherwise mutually agreed to in writing by the parties. Services will be provided in accordance with the terms and conditions of each respective third-party vendor and MMA disclaims any and all liability or loss incurred by client relating to such third-party services.

THIRD PARTY VENDOR	SERVICE PROVIDED
Flex Facts	Cobra
Carenet	Employee Advocacy

**1.4 Out-of-Scope Services.**

MMA can provide additional services at an additional cost. The cost and scope of additional services will be agreed in advance and reflected in an amendment to the SOW.

If there is a significant change in Client's operations that affects the complexity of Client's program or plan that may have the effect of increasing MMA's responsibilities and the Client's service needs, both parties agree to renegotiate MMA's compensation in good faith. Changes in scope include, but are not limited to, a change in operations due to merger or acquisition, a material increase in the number of employees and participants, a change in plan design and operations, and a change in Client's payroll or other systems vendor.

Please see Exhibit B for MMA's standard Compensation Disclosure which may be updated from time to time.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**Marsh & McLennan Agency LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Township of Lower**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## EXHIBIT B: COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: [Leading the Way in Transparency | Marsh](#). In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

## MMA Client Service Agreement

- **Medallion Program and Sponsorships:** Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

Rev. March 15, 2024

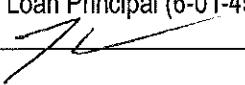
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-16

Title: **AUTHORIZING PAYMENT OF 2026 DEBT SERVICE**

**WHEREAS**, the amounts listed below are owed for debt service in the current year 2026 and are due on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

**WHEREAS**, it is the recommendation of the Chief Financial Officer that authorization for debt service payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

**WHEREAS**, funds for debt service are available in the 2026 budget appropriations for Bond Principal (6-01-45-920-499), Bond Interest (6-01-45-930-499), Loan Principal (6-01-45-940-498) and Loan Interest (6-01-45-940-499) as certified by the Chief Financial Officer 

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following debt service payments are hereby authorized:

DATE	TOTAL	PRIN	INT	
1/15/2026	75,425.00		75,425.00	BOND
2/9/2026	24,873.36	24,627.04	246.32	LOAN
2/15/2026	9,327.48	8,699.91	627.57	LOAN
2/15/2026	60,525.00		60,525.00	BOND
3/7/2026	27,982.44	27,159.48	822.96	LOAN
4/1/2026	209,983.33		209,983.33	BOND
5/1/2026	195,500.00		195,500.00	BOND
7/15/2026	1,395,425.00	1,320,000.00	75,425.00	BOND
8/15/2026	9,327.48	8,786.91	540.57	LOAN
8/15/2026	760,525.00	700,000.00	60,525.00	BOND
9/7/2026	27,982.43	27,431.07	551.36	LOAN
10/1/2026	849,750.00	630,000.00	219,750.00	BOND
11/1/2026	865,500.00	670,000.00	195,500.00	BOND
<b>TOTALS</b>	<b>4,512,126.52</b>	<b>3,416,704.41</b>	<b>1,095,422.11</b>	

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-17

Title: **RESOLUTION TO DEFER THE REGIONAL SCHOOL TAX**

**WHEREAS**, by statute, when a municipality raises school taxes on a school year basis, an amount of not more than 50% of the school levy may be deferred to the following year; and

**WHEREAS**, the 2025 Regional School Levy was \$15,983,987 and not more than 50% is \$7,991,993.50.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that it desires to defer regional school taxes to the year 2026 in the amount of \$7,991,993.50.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

GREGORY M. LASHER  
Superintendent

THOMAS CONNELLY JR.  
President

MARK MALLETT  
Business Administrator/Board Secretary

GARY DOUGLASS  
Vice-President

Board of Education  
Lower Cape May Regional School District  
687 Route 9 Cape May, New Jersey 08204  
(609) 884-3475 Fax: (609) 884-7067

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CITY OF CAPE MAY

TOWNSHIP OF LOWER

BOROUGH OF WEST CAPE MAY

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May 6, 2025

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

RE: 2025-2026 Regional School District Taxes

Ms. Picard,

The Township of Lower's share of Lower Cape May Regional School District's taxes for the 2025-2026 School Year is **\$15,983,987.00**. Following is a breakdown of the taxes, which are due on or about the 15<sup>th</sup> of each month indicated:

MONTH	AMOUNT
JULY	\$1,598,398.70
AUGUST	\$1,598,398.70
SEPTEMBER	\$1,598,398.70
OCTOBER	\$1,598,398.70
NOVEMBER	\$1,598,398.70
JANUARY	\$1,598,398.70
FEBRUARY	\$1,598,398.70
MARCH	\$1,598,398.70
APRIL	\$1,598,398.70
MAY	\$1,598,398.70
<b>TOTAL TAX 25-26 SY=</b>	<b>\$15,983,987.00</b>

If you have any questions or need anything further at this time, please contact our office at 609-884-3475.

Sincerely,

Mark Mallett  
Business Administrator/Board Secretary

MM/II

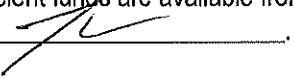
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-18

Title: AUTHORIZING PAYMENT FOR 2026 LOCAL SCHOOL TAXES TO LOWER TOWNSHIP BOARD OF EDUCATION

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2026 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #6-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer .

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following school tax payments are hereby authorized:

SCHOOL TAXES DUE	1/1/2026	2,092,959.20
SCHOOL TAXES DUE	2/1/2026	2,092,959.20
SCHOOL TAXES DUE	3/2/2026	2,092,959.20
SCHOOL TAXES DUE	4/2/2026	2,092,959.20
SCHOOL TAXES DUE	5/2/2026	2,092,959.20
		\$ 10,464,796.00

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-19

Title: AUTHORIZING PAYMENT FOR 2026 REGIONAL SCHOOL TAXES TO LOWER CAPE MAY REGIONAL

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2026 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #6-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer, JL.

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following school tax payments are hereby authorized:

SCHOOL TAXES DUE	1/15/2026	1,598,398.70
SCHOOL TAXES DUE	2/15/2026	1,598,398.70
SCHOOL TAXES DUE	3/17/2026	1,598,398.70
SCHOOL TAXES DUE	4/17/2026	1,598,398.70
SCHOOL TAXES DUE	5/17/2026	1,598,398.70

\$ 7,991,993.50

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

**TOWNSHIP OF LOWER**

2600 BAYSHORE ROAD  
VILLAS, N.J. 08251  
FEDERAL ID #21-6005700

PURCHASING  
FAX

(609) 886-2005  
(609) 886-5342

S H I P T O	Township of Lower 2600 Bayshore Road Villas, NJ 08251
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V E N D O R	LOWER CAPE MAY REGIONAL Vendor #2351
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PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
No.	

ORDER DATE:  
REQUISITION NO:  
DATE:  
STATE CONTRACT NO:  
F.O.B. TERMS:

PAYMENT RECORD	
CHECK DATE	CHECK NO.

THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL  
UNDERSTANDING. ALL PRICES ARE F.O.B. DESTINATION UNLESS NOTED.

The Township of Lower, being a political subdivision of the State of New Jersey, is exempt from the  
New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax  
(P.L. 1968 c.30 and c.53)

DATE	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1/15/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ 1,598,398.70	\$ 1,598,398.70
2/15/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ 1,598,398.70	\$ 1,598,398.70
3/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ 1,598,398.70	\$ 1,598,398.70
4/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ 1,598,398.70	\$ 1,598,398.70
5/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ 1,598,398.70	\$ 1,598,398.70
	TOTAL PAYMENT DUE 1/1/22 - 6/30/22		\$ 7,991,993.50	
7/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019		\$ -
8/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ -	\$ -
9/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ -	\$ -
10/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ -	\$ -
11/17/2026	REGIONAL SCHOOL TAX DUE	6-01-55-910-019	\$ -	\$ -
	TOTAL PAYMENT DUE 7/1/22 - 12/31/22		\$ -	
			TOTAL COST	\$ 7,991,993.50

15,983,987.00

**VENDOR: THE WHITE VOUCHER COPY MUST BE SIGNED AT X AND RETURNED WITH YOUR INVOICE FOR PAYMENT**

CERTIFICATION OF FUNDS AVAILABLE	PAYMENT AUTHORIZED	REQUISITION REQUEST	REQUISITION APPROVED
THIS PURCHASE IS AUTHORIZED AND ENCUMBERED	The above claim was ordered and paid at a meeting of the Township Council held: DATE _____		
CHIEF FINANCIAL OFFICER/TREASURER	TOWNSHIP CLERK	DEPARTMENT HEAD	TOWNSHIP MANAGER
<b>VENDOR'S CERTIFICATION AND DECLARATION</b>			
<b>TOWNSHIP USE ONLY - CERTIFICATION</b>			
<p>I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p>			
N/A - Stat	SEE ATTACHED		
VENDOR SIGN	OFFICIAL POSITION	DEPARTMENT HEAD	
DATE	TAX I.D. NO OR SOCIAL SECURITY NO.		

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

RESOLUTION #2026-20

Title: **ADOPTING 2026 TEMPORARY CURRENT BUDGET**

**WHEREAS**, N.J.S.A. 40A: 4-19 provides that where any contracts, commitments or payments are to be made prior to the final adoption of the 2026 Budget, temporary appropriations should be made by resolution prior to January 30<sup>th</sup> of the fiscal year; and

**WHEREAS**, the total of the appropriations so made shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year, excluding appropriations made for interest and debt redemption charges and capital improvement fund; and

**WHEREAS**, the total appropriations of the 2025 Budget, exclusive of any appropriations for interest and debt redemption charges and capital improvement fund is \$33,217,778.97; and

**WHEREAS**, 26.25% of the total appropriations in the 2025 Budget, exclusive of any appropriations made for interest and debt redemption charges and capital improvement fund, is \$8,719,666.98.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the 2026 Temporary Current Budget is set in an amount not to exceed \$8,719,666.98.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

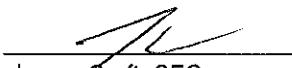
RESOLUTION #2026-21

Title: APPROVING 2026 CONTRACT WITH CAPE ASSIST

WHEREAS, N.J.S.A. 40A:11-3 authorizes the award of any contract without competitive bidding for any purchase, work or service that does not exceed in the fiscal year the total sum of Seventeen Thousand Five Hundred (\$17,500) Dollars; and

WHEREAS, the Township is desirous of renewing its contract with Cape May County Council on Alcoholism and Drug Abuse, Inc., administered by Cape Assist for the Employee Assistance Program; and

WHEREAS, the contract amount for 2026 is Twenty-One Dollars (\$21) per employee currently based on 174 employees for a total of Three-Thousand, Six-Hundred, Fifty-Four dollars (\$3,654.00) and funds are available in the current fund entitled Group Health 01-23-220-402 as evidenced by the Treasurer's signature below:

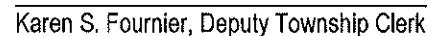


James Craft, CFO

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 and Clerk are hereby authorized to sign the attached contract agreement for the year 2026.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk



**AGREEMENT**  
**EMPLOYEE ASSISTANCE PROGRAM**

This is an agreement between the CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation (hereafter "Cape Assist") and Municipality of Lower Township (hereafter "Employer") to establish an EMPLOYEE ASSISTANCE PROGRAM (hereafter "EAP") to commence on 1/1/2026 and terminate on 12/31/2026.

WHEREAS, the Employer recognizes the need for an EAP for its employees and desires to retain Cape Assist to establish, administer, and provide personnel for an EAP, it is hereby agreed that

**CAPE ASSIST WILL:**

- \* Meet and confer with appropriate personnel of the Employer to develop the policies that will define the scope of the program, and, the procedures and the activities of the program that will most effectively meet the needs of the Employer to be referred to as the "EAP Policies and Procedures."
- \* Conduct a training program for the Employer's administrative and supervisory Personnel on EAP Policies and Procedures.
- \* Conduct an initial orientation and educational seminar on EAP Policies and Procedures, for all employees who are eligible to participate in the EAP.
- \* Provide assessment, evaluation, intervention, referral and case management Services for employees referred to the EAP.

**THE EMPLOYER WILL:**

- Designate specific members of its administrative staff to assist Cape

**Assist's representatives in the development of EAP Policies and Procedures.**

- \* Designate and set aside an appropriate meeting place for the initial orientation seminar on EAP Policies and Procedures for all employees who are eligible for the EAP and for any additional education or training program that the parties agree are necessary to facilitate the EAP.
- \* Provide a private, confidential meeting place where the Employer's can meet with Cape Assist Staff when they wish to be counseled at their work site consistent with EAP Policies and Procedures, if requested.

**BOTH PARTIES AGREE:**

- To strictly adhere to the confidential regulations that are defined in Federal Law 42 CFR Part 2 and pertains to the confidentiality of patient/client records.
- To abide by the EAP Policies and Procedures.
- To review and update the Policies and Procedures annually or on an as needed basis, when the need to do so is identified by either the Employer or Cape Assist.

**In Consideration for the EAP services to be provided by Cape Assist, the Employer agrees to pay:**

A rate of \$3,654.00 for 174 employees for twelve (12) months beginning January 1, 2026, and ending December 31, 2026. Annual cost per employee is \$21.00. Full payment to be received within thirty (30) days of formal acceptance of Agreement. Increases or decreases in personnel of 10% or more shall be reported to Cape Assist and will result in Agreement modification.

**INDEMNITY AND HOLD HARMLESS AGREEMENT PROVISION**

Cape May County Council on Alcoholism and Drug Abuse, Inc. agrees to indemnify and hold harmless the Employer and their agents, servants and employees, from and

against all claims, damages, losses, and expenses, including reasonable attorney's fees in case of the work herein, which 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or part by Cape May County Council on Alcoholism and Drug Abuse, Inc.'s negligent act or omission or that of a subcontractor may be liable. This indemnification and agreement shall apply in all instances whether the Employer is subsequently made a party to the action third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

The employer agrees to indemnify and hold harmless Cape May County Council on Alcoholism and Drug Abuse, Inc. and their agents, servants, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death for property damage, including loss of use, and 2) caused in whole or part by the Employer's negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractors or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Cape May County Council on Alcoholism and Drug Abuse, Inc. is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of the action or claim.

Nothing herein shall constitute a waiver of or otherwise limit any right either the Employer or Cape Assist may claim for immunity pursuant to N.S.S.A. 2a:53Aa-7, et seq., or, any other law of this State.

CAPE MAY COUNTY COUNCIL ON ALCOHOLISM AND DRUG ABUSE, INC., a New Jersey non-profit corporation.

by \_\_\_\_\_  
Executive Director \_\_\_\_\_ Date

Witness \_\_\_\_\_  
Name \_\_\_\_\_ Date

Municipality of Lower Township:

by \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_ Date

Witness \_\_\_\_\_  
Name \_\_\_\_\_ Date

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

RESOLUTION #2026-22

Title: AUTHORIZING THE TAX ASSESSOR TO FILE TAX APPEALS

WHEREAS, by a directive from the Cape May County Board of Taxation pursuant to N.J.A.C. 18:12A-1(c), all tax appeals submitted to the Cape May County Board of Taxation by the Tax Assessor on behalf of the Township of Lower must be authorized by Resolution of the Township Council for the Tax Year 2026.

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

*Township Council hereby authorizes the Tax Assessor to file Tax Appeals on behalf of the Township of Lower. The Tax Assessor shall have the right to terminate and/or settle by stipulation or otherwise, any such Tax Appeal that she/he shall institute.*

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to forward a certified copy of this Resolution to the Cape May County Board of Taxation and to furnish copies of same to the Township Assessor and Township Solicitor.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-23

GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S  
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions  
Under Title VII of the Civil Rights Act of 1964"

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq., (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S  
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment  
Decisions Under Title VII of the Civil Rights Act of 1964"**

**GROUP AFFIDAVIT FORM**

**STATE OF NEW JERSEY  
COUNTY OF CAPE MAY**

We, members of the governing body of the TOWNSHIP OF LOWER being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the MAYOR AND COUNCIL of the Township of Lower in the county of Cape May;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq., (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

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Thomas Conrad, Council Ward 1

---

Joseph Wareham, Council Ward 2

---

Roland Roy, Jr., Council Ward 3

---

Kevin Coombs, Deputy Mayor

---

Frank Sippel, Mayor

Sworn to and subscribed before me this  
5<sup>th</sup> day of January, 2026  
Karen S. Fournier  
Notary Public of New Jersey

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Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-24

Title: APPROVAL OF EMERGENCY MANAGEMENT COUNCIL

WHEREAS, the Township Mayor is required to annually appoint the Emergency Management Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following persons appointed by Mayor Frank Sippel are hereby approved as the Emergency Management Council for 2026:

<u>NAME</u>	<u>CATEGORY</u>	<u>NAME</u>	<u>CATEGORY</u>
Frank Sippel	1	Kevin Coombs	1
Michael Laffey	2	Jennifer Fleck	2
Gary Douglass	2 & 8	Jeremy Embs	2
Kathryn Crecca	2	Gregory Lasher	2
Donald Arndt	2 & 5	Steven Blankenship	5
Donald Vanaman	2 & 7	Stephen Napoli	3 (AtlantiCare)
William Belles	4 & 9	Matt Franco	4 & 9
Scott Douglass	8	David Lepor	4 & 9

BE IT FURTHER RESOLVED that Lower Township Mayor appointed Gary Douglass as OEM Coordinator, and Kathryn Crecca as Deputy OEM Coordinator for a three (3) year term, January 1, 2025 thru December 31, 2027.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-25

Title: **AUTHORIZING THE CLERK TO ISSUE BINGO & RAFFLE LICENSES  
THROUGHOUT 2026 TO QUALIFIED ORGANIZATIONS**

**WHEREAS**, the Township Clerk receives applications throughout the year from various organizations to conduct bingo and/or raffle games within the Township of Lower; and

**WHEREAS**, the below listed applicants have obtained their state registrations from NJ Legalized Games of Chance and have been in good standing with the Township for many years; and

**WHEREAS**, there appears to be no reason to deny said licenses for 2026 providing all paperwork is completed and required fees have been paid.

**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 authorized to issue bingo/raffle licenses for 2026 to the following organizations as applicable throughout the year.

Atlantic Cape Community College	Senior Citizens of North Cape May
Animal Alliance of Cape May County	Lower Township Elementary School
Cape May Stage	Make a Wish Foundation
Cape Regional Medical Center Aux.	St. Barnabas By the Bay
Christ Child of CMC	St. John Neumann – St. Raymond's Holy Name Society
Erma Volunteer Fire Company	St. John Neumann – St. Raymond's Catholic Church
Friends of Historic Cold Spring Village	St. John Neumann – St. John of God Alter Rosary Society
Greater Cape May Elks Lodge #2839	St. John Neumann – St. John of God Catholic Church
Knights of Columbus	Townbank Volunteer Fire Company
Kiwanis Club of Cape May	VFW Post 5343 Lt. Charles Buddy Lewis
Lower Cape May Little League	Vietnam Vets of America – Chapter #602
Lower Cape Hockey Association	Villas Volunteer Fire Company
Lower Township Optimist Club	Wildwood Catholic
Soroptimist International	Women's Community Club of Cape May

**BE IT FURTHER RESOLVED**, the Township Clerk may issue additional Bingo & Raffle Licenses to organizations not listed above upon a valid LGCCC ID certificate and all appropriate paperwork and fees.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-26

Title: CONFIRMATION OF OFFICIALS FOR JOINT INSURANCE FUND AND MUNICIPAL EXCESS LIABILITY FUND

WHEREAS, it is necessary for the Township to designate certain persons for the receipt of notices and processing of claims for the Joint Insurance Fund; and

WHEREAS, the Township is desirous of updating the records of the Atlantic County Municipal Joint Insurance Fund with changes.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following persons are named in the capacity listed for the Joint Insurance Fund for 2026 and shall remain in said positions until changed by resolution:

Fund Commissioner	Amy Belasco
Alt. Fund Commissioner	Michael Laffey, Township Manager
Claims Coordinator	Colleen Crippen
Safety Coordinator	Stephanie Fritsch
Township Clerk	Julie A. Picard

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-27

Title: APPROVAL OF PETTY CASH FUNDS FOR 2026

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of a Petty Cash fund; and

WHEREAS, it is the desire of the Lower Township Council to approve the following petty cash funds:

<u>Location</u>	<u>Amount</u>	<u>Custodian</u>
Treasurer's Office	\$100.00	James Craft, CFO Georgia Dougherty, Payroll Clerk
Police Department	\$550.00	Chief Donald Vanaman, Jr. Deputy Chief Michael Majane

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned funds are hereby approved for the use as petty cash as defined by N.J.S.A. 40A:5-21.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-28

Title: **AUTHORIZATION TO REFUND TAX OVERPAYMENT DUE TO TAX APPEAL**

**WHEREAS**, a Tax Court of New Jersey judgement has been favorably awarded to COMPLETE CARE AT VICTORIA COMMONS LLC, tenant/VICTORIA COMMONS REALTY LLC, Block 741.01 Lot 2.01, for the fiscal years 2023, 2024 and 2025; and

**WHEREAS**, such a judgment has resulted in an overpayment of \$39,980.00 for 2023, \$40,560.00 for 2024, and \$52,150.00 for 2025.

**NOW, THEREFORE, BE RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the CFO is authorized to issue a check in the amount of \$132,690.00 for said overpayment of property taxes to Michael I Schneck Esq, Attorney for Complete Care at Victoria Commons LLC, tenant/Victoria Commons Realty LLC at 23 Veerland Road, Florham, NJ 07932.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

---

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-29

Title:

SETTING THE INTEREST RATE FOR DELINQUENT TAXES

WHEREAS, the Reorganization Meeting of the Township Council of the Township of Lower, the governing body thereof, was duly held on January 5, 2026 at Township Hall, 2600 Bayshore Road Villas, New Jersey; and

WHEREAS, R.S. 54:4-67 as amended authorizes municipalities to fix a rate of interest to be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent. Delinquency is to be calculated on the sum of all taxes from year to year and not be calculated on an individual year basis, and N.J.S.A. 40A:5-17.1 provides that a municipality may authorize the cancellation of tax delinquencies of less than Ten (\$10.00) Dollars.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that interest be charged for the non-payment of taxes or assessments on or before the date when they would become delinquent in accordance with R.S. 54:4-67 and that the rate of interest shall be eight percent (8%) based on a 365 day year on the first \$1,500.00 of delinquency and eighteen per cent (18%) based on a 365 day a year on any amount in excess of \$1,500.00 to be calculated from the date the tax was payable until the date of actual payment. Interest will stay at eighteen per cent (18%) until taxes are completely current. No interest shall be charged if payment of any installment is made within the tenth calendar day following the date upon which the same become payable.

BE IT FURTHER RESOLVED that a penalty of 6% shall be levied against a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay the delinquency prior to the end of the calendar year. This 6% penalty shall also apply to delinquency in excess of \$10,000.00 to third party lien holders and that an additional penalty shall be levied against tax sale certificates as follows:

*When the taxes, interest and cost shall exceed the sum of \$200.00, such additional sum shall be equal to 2% of such amount paid. When the taxes, interest and costs shall exceed the sum of \$5,000.00, such additional sum shall be equal to 4% of such amount paid; and when that sum exceeds \$10,000, such additional sum shall be equal to 6% of such amount paid. This section is retroactive only as to existing municipally held certificates but acts prospectively with regard to certificates held by third parties as of March 28, 1991.*

BE IT FURTHER RESOLVED that the Tax Collector be and hereby is directed to collect interest on delinquents at the aforesaid rate.

BE IT FURTHER RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector is hereby authorized to process, without further action on the part of the Township Council, the cancellation of any property tax delinquency of less than Ten (\$10.00) Dollars.

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution be provided by the Municipal Clerk to the Tax Collector and the Chief Financial Officer.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-30

Title: APPROVAL OF ANNUAL CONTRIBUTION TO VOLUNTEERS IN MEDICINE

**WHEREAS**, Volunteer in Medicine (VIM) of Cape May County's primary mission is to understand and serve the health and wellness needs of the medically uninsured or under-served population living or working in Cape May County; and

**WHEREAS**, VIM has begun a Municipal Partners Program to create a permanent symbolic relationship between the VIM clinic and the sixteen municipalities; and

**WHEREAS**, VIM has requested each municipality donate fifty cents (\$0.50) for each taxable line to the program to help with specialized services for eye care, pediatrics and podiatry in addition to the primary care being offered.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize and approve a contribution of \$7,960.00, for the year 2026.

**BE IT FURTHER RESOLVED** that the CFO, James Craft, is hereby authorized to issue a check to Volunteers in Medicine for \$7,960.00, chargeable to budget line Council Special Projects 01-20-110-222, where sufficient funds are available as evidenced by his signature.



James Craft, CFO

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-31

Title: **AUTHORIZING 2026 ANNUAL SHELTER FEE PAYMENT**

**WHEREAS**, the amounts listed below are due to Cape May County and it is necessary to receive authorization for the payment of bills; and

**WHEREAS**, payment of County fees may be remitted through electronic payment (EFT); and

**WHEREAS**, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

**WHEREAS**, Animal shelter payments are charged to appropriation 6-01-27-340-200 and as certified by the Chief Financial Officer James Craft payable as follows:

*(Signature)*  
\$ 22,080.00 due 2/15/2026 Annual Spay/Neuter fees  
\$ 36,056.75 due 2/15/2026 1<sup>st</sup> Qtr Shelter fees  
\$ 36,056.75 due 5/15/2026 2<sup>nd</sup> Qtr Shelter fees  
\$ 36,056.75 due 8/15/2026 3<sup>rd</sup> Qtr Shelter fees  
\$ 36,056.75 due 11/15/2026 4<sup>th</sup> Qtr Shelter 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 aforementioned payments to Cape May County are hereby authorized.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

*(Signature)*  
Karen S. Fournier, Deputy Township Clerk

**Cape May County Animal Shelter & Adoption Center**  
**2026 Animal Shelter/Spay & Neuter Billing per Municipality**

Municipality	Spay/Neuter	Due 2/15/26	Due 2/15/26	Due 5/15/26	Due 8/15/26	Due 11/15/26	Total
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
Avalon	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
Cape May City	2,498.00	2,561.50	2,561.50	2,561.50	2,561.50		10,246.00
Cape May Point	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
Dennis Township	15,898.00	25,482.75	25,482.75	25,482.75	25,482.75		101,931.00
Lower Township	22,080.00	36,056.75	36,056.75	36,056.75	36,056.75		144,227.00
Middle Township	38,207.00	63,641.25	63,641.25	63,641.25	63,641.25		254,565.00
North Wildwood	3,956.00	5,057.25	5,057.25	5,057.25	5,057.25		20,229.00
Sea Isle City	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
Stone Harbor	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
Upper Township	8,180.00	12,281.75	12,281.75	12,281.75	12,281.75		49,127.00
West Cape May	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
West Wildwood	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
Wildwood	8,449.00	12,741.25	12,741.25	12,741.25	12,741.25		50,965.00
Wildwood Crest	2,462.00	2,500.00	2,500.00	2,500.00	2,500.00		10,000.00
Woodbine	5,415.00	7,553.00	7,553.00	7,553.00	7,553.00		30,212.00
<b>TOTAL</b>	<b>121,917.00</b>	<b>182,875.50</b>	<b>182,875.50</b>	<b>182,875.50</b>	<b>182,875.50</b>		<b>731,502.00</b>



# Invoice

County of Cape May

Due Date: 2/15/2026

Treasurer's Office  
4 Moore Rd, DN-103  
Cape May Court House, NJ 08210  
Phone: 609-465-1170  
Brittany.Smith@co.cape-may.nj.us

Bill To:  
Lower Township  
2600 Bay Shore Road  
Lower Township, NJ 08251

DESCRIPTION	AMOUNT
<b>1st Qtr 2026 Animal Shelter</b>	
Spay/Nutler	\$ 22,080.00 ✓
Shelter Fees	\$ 30,056.75 ✓
<b>Total</b>	<b>\$ 52,136.75</b>

#### Claimants Certification and Declaration

I do solemnly declare and certify under the penalties of law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount stated therein is justly due and owing and that the amount charged is a reasonable one. I further certify that I am an Equal Opportunity Employer and that I have complied with the Affirmative Action regulations issued by the New Jersey Department of the Treasury.

Vendors Signature:

Title CFO

Date 12/12/25

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

## RESOLUTION #2026-32

**AUTHORIZING PAYMENT FOR DISPATCH SERVICES**

WHEREAS, the amounts listed below are due to Cape May County for payment of a shared service agreement for dispatch services per Resolution #2024-278, and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment to Cape May County may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

\$249,938.36 due 4/1/2026  
\$249,983.37 due 10/1/2026

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned payment to Cape May County is hereby authorized.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

---

**Karen S. Fournier, Deputy Township Clerk**

**CAPE MAY COUNTY CONSOLIDATED DISPATCH  
EQUALIZED COST SUMMARY FOR 2026**

2025 Budget      2026 Preliminary      2027 Estimate      2028 Estimated

Operating expenses:					
Salaries and Wages/Fringe	4,119,463.72	4,304,839.39	4,498,557	3	4,700,982.45
Other Expenses	\$815,240.00	\$842,825.30	\$875,072	0	\$708,825.69
	4,734,703.72	4,947,765.39	5,173,629	4	5,409,818.14
<b>Less: County Portion</b>	<b>(1,407,431.81)</b>	<b>(1,470,766.24)</b>	<b>(1,544,304</b>	<b>5</b>	<b>(1,621,519.78)</b>
<b>Total (Town Costs)</b>	<b>3,327,271.91</b>	<b>3,476,999.15</b>	<b>3,629,324</b>	<b>9</b>	<b>3,788,298.37</b>
<b>Cost Per Call</b>	<b>3.327,271.91</b>	<b>3,476,999.15</b>	<b>3,629,324</b>	<b>9</b>	<b>3,788,298.37</b>
	<b>13.95</b>	<b>20.35</b>	<b>21</b>	<b>27</b>	<b>22.71</b>

	<u>2025 Budget</u>	<u>2026 Preliminary</u>	<u>2027 Estimate</u>	<u>2028 Estimated</u>	<u>Assessment</u>
Lower	23,980	14%	300,000.00	489,816.73	521,716
W/WC	18,031	11%	265,000.00	375,856.45	392,332
SH	11,693	7%	268,000.00	243,747.23	-6
Avon	20,327	12%	305,284.00	423,727.87	-2
Middle	26,438	16%	414,000.00	551,115.14	575,259
CM City	13,988	8%	245,000.00	291,587.81	304,392
SIC	13,594	6%	231,000.00	189,582.38	-1
NWV	13,659	8%	288,100.70	285,384.99	287,733
W/Wood	26,572	16%	-	553,908.45	-2
Dennis	1,743	1%	-	36,333.83	37,925
Woodbine	743	0%	-	15,488.26	-5
<b>TOTAL CALLS</b>	<b>166,798.00</b>	<b>Allocation</b>	<b>2,521,184.70</b>	<b>3,476,999.15</b>	<b>3,629,324</b>
					<b>3,788,298.37</b>

**Important notes:**

County will be responsible for seven dispatchers and capital costs, known and unknown.

W/Wood has an annual assessment that does not factor into the cost per call.

Slight cost variations will occur based upon SW, O/E, call volume; additional members, etc.  
Model based upon 52 funded dispatchers; vehicles are funded at \$40,000 entry level; no experience =  
Costs will be 100% equivalent January 1, 2027; Avon, CM, W & W/WC can choose 2 year payments

to  
subject to change with CBA  
equatization; all 14 towns were undervalued.

County will send preliminary bills in September; final bills in January/early February

Payments due April 1 and October 1 please

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

RESOLUTION #2026-33

Title: AUTHORIZING DEBT SERVICE PAYMENT FOR THE JOINT PUBLIC SAFETY BUILDING PAYMENT

WHEREAS, the amount listed below is due to Cape May County for payment of a lease agreement per Resolution #2018-141, and it is necessary to receive authorization for the payment of bills; and

WHEREAS, payment to Cape May County may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, sufficient funds are available for Dispatch Service payments through budget appropriation: County Interlocal 6-01-25-245-270 as certified by the Chief Financial Officer, James Craft, payable as follows:

\$173,491.26 due 11/15/26

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the aforementioned payments to Cape May County are hereby authorized.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

12/20/17 emailed

**Cape May County**

General Obligation Bonds, Series 2016

Lower Twp Project - Lower Share (FINAL NUMBERS)

Part 1 of 2

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2016	-	-	-	-	-
03/01/2017	-	-	29,345.63	29,345.63	-
09/01/2017	104,000.00	2.000%	29,345.63	133,345.63	-
12/31/2017	-	-	-	-	162,691.26
03/01/2018	-	-	28,305.63	28,305.63	-
09/01/2018	109,000.00	2.000%	28,305.63	137,305.63	-
12/31/2018	-	-	-	-	165,611.26
03/01/2019	-	-	27,215.63	27,215.63	-
09/01/2019	113,000.00	2.000%	27,215.63	140,215.63	-
12/31/2019	-	-	-	-	167,431.26
03/01/2020	-	-	26,085.63	26,085.63	-
09/01/2020	118,000.00	2.000%	26,085.63	144,085.63	-
12/31/2020	-	-	-	-	170,171.26
03/01/2021	-	-	24,905.63	24,905.63	-
09/01/2021	118,000.00	2.000%	24,905.63	142,905.63	-
12/31/2021	-	-	-	-	167,811.26
03/01/2022	-	-	23,725.63	23,725.63	-
09/01/2022	118,000.00	2.000%	23,725.63	141,725.63	-
12/31/2022	-	-	-	-	165,451.26
03/01/2023	-	-	22,545.63	22,545.63	-
09/01/2023	122,000.00	2.000%	22,545.63	144,545.63	-
12/31/2023	-	-	-	-	167,091.26
03/01/2024	-	-	21,325.63	21,325.63	-
09/01/2024	127,000.00	2.000%	21,325.63	148,325.63	-
12/31/2024	-	-	-	-	169,651.26
03/01/2025	-	-	20,055.63	20,055.63	-
09/01/2025	131,000.00	2.000%	20,055.63	151,055.63	-
12/31/2025	-	-	-	-	171,111.26
03/01/2026	-	-	18,745.63	18,745.63	-
09/01/2026	136,000.00	2.000%	18,745.63	154,745.63	-
12/31/2026	-	-	-	-	173,491.26
03/01/2027	-	-	17,385.63	17,385.63	-
09/01/2027	140,000.00	2.000%	17,385.63	157,385.63	-
12/31/2027	-	-	-	-	174,771.26
03/01/2028	-	-	15,985.63	15,985.63	-
09/01/2028	145,000.00	2.000%	15,985.63	160,985.63	-
12/31/2028	-	-	-	-	176,971.26
03/01/2029	-	-	14,535.63	14,535.63	-
09/01/2029	149,000.00	2.000%	14,535.63	163,535.63	-
12/31/2029	-	-	-	-	178,071.26
03/01/2030	-	-	13,045.63	13,045.63	-
09/01/2030	154,000.00	2.000%	13,045.63	167,045.63	-
12/31/2030	-	-	-	-	180,091.26

## Cape May County

### General Obligation Bonds, Series 2016

#### Lower Twp Project - Lower Share (FINAL NUMBERS)

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/31/2016	-	-	-	-
12/31/2017	104,000.00	2.000%	58,691.26	162,691.26
12/31/2018	109,000.00	2.000%	56,611.26	165,611.26
12/31/2019	113,000.00	2.000%	54,431.26	167,431.26
12/31/2020	118,000.00	2.000%	52,171.26	170,171.26
12/31/2021	118,000.00	2.000%	49,811.26	167,811.26
12/31/2022	118,000.00	2.000%	47,451.26	165,451.26
12/31/2023	122,000.00	2.000%	45,091.26	167,091.26
12/31/2024	127,000.00	2.000%	42,651.26	169,651.26
12/31/2025	131,000.00	2.000%	40,111.26	171,111.26
12/31/2026	136,000.00	2.000%	37,491.26	173,491.26
12/31/2027	140,000.00	2.000%	34,771.26	174,771.26
12/31/2028	145,000.00	2.000%	31,971.26	176,971.26
12/31/2029	149,000.00	2.000%	29,071.26	178,071.26
12/31/2030	154,000.00	2.000%	26,091.26	180,091.26
12/31/2031	158,000.00	2.125%	23,011.26	181,011.26
12/31/2032	163,000.00	2.250%	19,653.76	182,653.76
12/31/2033	168,000.00	2.250%	15,986.26	183,986.26
12/31/2034	172,000.00	2.250%	12,206.26	184,206.26
12/31/2035	177,000.00	2.375%	8,336.26	185,336.26
12/31/2036	174,000.00	2.375%	4,132.50	178,132.50
<b>Total</b>	<b>\$2,796,000.00</b>	-	<b>\$689,743.94</b>	<b>\$3,485,743.94</b>

## Yield Statistics

Bond Year Dollars	\$31,986.00
Average Life	11.440 Years
Average Coupon	2.1563932%
Net Interest Cost (NIC)	2.1563932%
True Interest Cost (TIC)	2.1501657%
Bond Yield for Arbitrage Purposes	1.8816528%
All Inclusive Cost (AIC)	2.1501657%

## IRS Form 8038

Net Interest Cost	2.1249155%
Weighted Average Maturity	11.268 Years

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

RESOLUTION #2026-34

Title: AUTHORIZING PAYMENT OF 2026 EMPLOYER SHARE PENSION

WHEREAS, the amounts listed below are owed for the employer's share of pension in the current year 2026 and are due on April 1, 2026 and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, payment of employer's share of pension to the State is required to be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, funds for pension payments are available in the 2026 budget appropriations for PERS and PFRS as certified by the Chief Financial Officer JL.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following pension payments totaling \$2,496,743.00 are hereby authorized:

PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)	6-01-36-471-501	\$868,832.00
POLICE AND FIREMEN'S RETIREMENT SYSTEM (PFRS)	6-01-36-475-501	\$1,627,911.00

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

**RESOLUTION #2026-35**

**Title: A RESOLUTION AUTHORIZING THE QUALIFIED PURCHASING AGENT OF THE TOWNSHIP OF LOWER TO AWARD CONTRACTS EXCEEDING \$17,500 AND UNDER THE CURRENT BID THRESHOLD OF \$53,000 AND ESTABLISHING QUOTE LIMITS**

**WHEREAS, N.J.S.A. 40A:11-3(a) establishes the threshold at which contracts, as defined by the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., must be subject to competitive bidding; and**

**WHEREAS, in accordance with N.J.S.A. 40A:11-3(c), the Governor of the State of New Jersey is authorized to adjust the bid threshold in an amount proportional to the index rate, as defined in N.J.S.A. 40A:11-2, every five years; and**

**WHEREAS, in accordance with N.J.S.A. 40A:11-3(a)(3), municipalities that employ a Qualified Purchasing Agent are permitted to increase its bid threshold to the amount established by the Governor in accordance with N.J.S.A. 40A:11-3(c); and**

**WHEREAS, effective July 1, 2025, the Governor of the State of New Jersey, in consultation with the State Treasurer, established the current bid threshold for municipalities that employ a Qualified Purchasing Agent at \$53,000.00; and**

**WHEREAS, with the adoption of the increased bid threshold, the statutory quote threshold for the Township of Lower is \$7,950.00, which is 15% of the new QPA bid threshold; and**

**WHEREAS, the Township Council wishes to establish an internal policy that purchases under \$4,000.00 shall not require multiple quotes from using departments but encourages departments to obtain competitive pricing whenever feasible; and**

**WHEREAS, the Township Manager shall have the authority to approve exceptions to the quote requirement up to the legal threshold of \$7,950.00, when deemed in the best interest of the Township; and**

**WHEREAS, the Township of Lower has an appointed Qualified Purchasing Agent, Margaret Vitelli, who is authorized to negotiate and award contracts below the former state bid threshold limit of \$44,000.00, and the Township desires to take advantage of the increased bid threshold of \$53,000.00 established by the Governor to increase efficiency associated with awarding of contracts having a value in excess of \$17,500.00 but below the current bid threshold of \$53,000.00.**

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that, Margaret Vitelli, in her capacity as the Qualified Purchasing Agent for the Township of Lower, is hereby granted the authority to award contracts having an anticipated value in excess of \$17,500.00 but below the \$53,000.00 bid threshold established by the Governor of the State of New Jersey in accordance with N.J.S.A. 40A:11-3(c), subject to compliance with all applicable Pay-to-Play laws.

**BE IT FURTHER RESOLVED** by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that the quote threshold shall be \$7,950.00, and the Township Manager is hereby authorized to allow exceptions to the quote requirements up to the legal threshold of \$7,950.00, when determined to be in the best interest of the Township, subject to a self-imposed internal policy that establishes that purchases under \$4,000.00 shall not require multiple quotes; however, departments are encouraged to obtain competitive pricing whenever possible.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-36

Title: **AUTHORIZING THE CASH MANAGEMENT PLAN**

**WHEREAS**, it is in the best interest of the Township of Lower to earn additional revenue through the investment and prudent management of its cash receipts; and

**WHEREAS**, P.L. 1983, Chapter 8, approved January 18, 1983 is an act concerning the Local Fiscal Affairs Law and amends N.J.S.A. 40A: 5-2 and N.J.S.A. 40A5-14.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following shall constitute the Cash Management Plan for the Township of Lower and the Treasurer shall deposit and manage its funds pursuant to this plan:

**Definitions**

1. Treasurer shall mean the Treasurer of the Township of Lower
2. Fiscal Year shall mean the twelve-month period ending December 31.
3. Cash Management Plan shall mean that plan as approved by resolution.

**Designation of Depositories**

At least once each fiscal year the governing body shall by resolution designate the depositories for the Township of Lower in accordance with N.J.S.A. 40A: 5-14. In addition to the designation, the Township of Lower may make deposits with the State of New Jersey Cash Management Fund in accordance with N.J.S.A. 40A: 5-14.

**Audit Requirement**

1. The cash Management Plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A: 5-4.

**Authority to Invest**

1. The governing body shall pass a resolution at its first meeting of the fiscal year designating the Township of Lower officials who shall make and be responsible for municipal deposits and investments.

**Investment Instruments**

1. The Treasurer shall invest at his/her discretion in any investment instrument as approved by the State of New Jersey in accordance with N.J.S.A. 40A: 5-15.1.

**Records and Reports**

1. The Treasurer shall report all investments in accordance with N.J.S.A. 40:5-15.2.

At a minimum the Treasurer shall:

- Keep a record of all investments.
- Keep cash position records that reveal, on a daily basis, the status of the cash in its bank accounts.
- Confirm investments with the governing body at the next regularly scheduled meeting.
- Report monthly to the governing body as to the status of cash balances in bank accounts, revenue collection, interest rates and interest earned.

**Cash Flow**

1. The Treasurer shall ensure that the accounting system provides regular information concerning the cash position and investment performance.
2. All moneys shall be turned over to the Treasurer and deposited in accordance with N.J.S.A. 40A: 5-15.
3. The Treasurer is authorized and directed to invest surplus funds of the Township of Lower as the availability of the funds permit. In addition, it shall be the responsibility of the Treasurer to minimize the possibility of idle cash by depositing the moneys in interest bearing accounts wherever practical and in the best interest of the Township of Lower.
4. The Treasurer shall ensure that funds are borrowed for Capital Projects in a timely fashion.

#### Schedule of Statutory Payments

1. Fire Districts are to be paid in accordance with N.J.S.A. 40A: 14-79. Statutory tax payments are made to each district as follows:

- 21.25% on or before April 1
- 22.50% on or before July 1
- 25.00% on or before October 1
- 31.25% on or before December 31

Lower Township Fire District No. 2 has requested that their payments be made in the following increments:

- 40% due April 1
- 30% due July 1
- 20% due October 1
- 10% due on or before December 31

#### Annual Allowance Amounts

The Township of Lower has authorized participation in a flexible spending account for the employees. The flexible spending account allows a portion of the employee's salary to be redirected to provide reimbursement for allowable medical expenses and/or eligible dependent care services. At the beginning of each plan year, a specific dollar amount must be elected. For 2024, the allowable amount is \$2,500.00 for medical and \$5,000.00 for dependent care reimbursements.

#### Banking Policies

Periodically, the Treasurer will utilize the competitive contracting process to request proposals from local banking institutions to provide banking services for the Township. This is to assure that banking services being provided to the Township are based on a competitive "bidding" process. The Township will have the option to extend the contract if it is in the best interest of the Township to do so. At least once every year the Treasurer will evaluate current banking services to assure compliance with the specifications contained in the contract and any new services that may become available in the banking industry. A detailed banking policy will be kept in the Office of the Treasurer detailing the Township's specific banking requirements.

#### Banking Policies – Wire Transfers

The Township will follow the MEL's JCMI Banking Best Practices governing wire transfers, ACH payments and check issuance. The Finance Officer will further confirm that its financial institution will adhere to these requirements. See attached "Best Practices."

#### Fund Balance Policy

It is in the best interest of the Township to establish a fund balance policy to assure adequate funds are available to mitigate current and future risk, ensure stable tax and utility rates and strengthen the Township's credit worthiness. Regarding the current fund balance, it is the policy of the Township to maintain fund balance at a level of no less than 10% (post utilization in subsequent year budget) to 20% (pre utilization in subsequent year budget) of the current fund budget with an optimal balance equaling two months of current fund expenditures.

#### Electronic Receipts Policy

It is in the best interest of the Township to provide more and improved access for residents to pay their property taxes. To that end the Township accepts online tax payments in the form of ACH withdrawal, credit cards and debit cards.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

---

Karen S. Fournier, Deputy Township Clerk

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

**RESOLUTION #2026-37**

**Title: DESIGNATION OF OFFICIAL DEPOSITORIES**

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Lower, the official depositories for the Township funds shall be: TD Bank, Sturdy Savings & Loan, Crest Savings, OceanFirst, Bank of America, PNC, NJ Cash Management Fund and New Jersey Asset and Rebate Management Program (NJARM).

**BE IT FURTHER RESOLVED** that all disbursements by check require two signatures:

<u>ACCOUNT</u>	<u>AUTHORIZED OFFICIALS</u>
Municipal Court Account – General	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account – General (WWC)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account – Bail	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Municipal Court Account – Bail (WWC)	CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator
Payroll Account	CFO, Asst. Treasurer, Township Clerk, or Asst. Twp. Clerk
Payroll Agency Account	CFO, Asst. Treasurer, Township Clerk, or Asst. Twp. Clerk
Tax Redemption Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Tax Premium Account	Tax Collector, Asst. Tax Collector, CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Checking Account	Mayor, Deputy Mayor, Twp. Clerk, Asst. Twp. Clerk, CFO, Asst. Treasurer
Dog Damage Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Unemployment Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Grants Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Revitalization Savings Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Economic Development Account (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Historic Commission Trust Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Police Forfeiture Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

Community Police Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Developer's Escrow Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Council Online Payment Acct (transfers)	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Electronic Payments	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Capital Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
Insurance / Health Reimbursement Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
NJ Cash Management Fund	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
NJARM: Current Fund Joint Savings (wires only)	CFO, Asst. Treasurer, Finance Clerk

**BE IT FURTHER RESOLVED** that the use of electronic signatures is hereby authorized.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-38

Title: AUTHORIZING PAYMENT OF 1st AND 2nd QUARTER 2026 COUNTY TAXES WITH PILOT REMITTANCE (per R.S. 54: 4-74; PL 2025, c.91) AND 2025 ADDED TAXES

WHEREAS, the amounts listed below are due to Cape May County and it is necessary to receive authorization for the payment of bills; and

WHEREAS, P.L.2025 c.91 now requires quarterly County tax payments to include the 5% remittances for any applicable PILOT agreements within the Township; and

WHEREAS, payment of County taxes and fees may be remitted through electronic payment (EFT); and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for electronic payments be made through a resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, County Tax payments are charged to non-budget appropriation County Tax 6-01-55-910-015 as certified by the Chief Financial Officer James Craft payable as follows:

\$3,868,078.59 due 2/15/2025  
\$3,868,078.59 due 5/15/2025

WHEREAS, County Pilot remittances are charged to non-budget appropriation County In-lieu Pilot fees 5-01-70-910-011 as certified by the Chief Financial Officer James Craft payable as follows:

\$TBD due 2/15/2025 and 5/15/2025

WHEREAS, County Added Tax remittances are charged to non-budget appropriation County Added Tax 6-01-55-910-016 as certified by the Chief Financial Officer James Craft payable as follows:

\$58,136.75 due 2/15/2025

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the aforementioned payments to Cape May County are hereby authorized.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk



# Invoice

County of Cape May

Due Date: 2/15/2026

Treasurer's Office  
4 Moore Rd, DN-103  
Cape May Court House, NJ 08210  
Phone: 609-465-1170  
Brittany.Smith@co.cape-may.nj.us

Bill To:  
Lower Township  
2600 Bayshore Road  
Villas, NJ 08261

DESCRIPTION	AMOUNT
1st Qtr 2026 County Taxes	
County Purpose Tax	\$ 3,174,390.95 /
Library Tax	\$ 508,241.99 /
Open Space Tax	\$ 187,445.65 /
 Total	\$ 3,868,078.59 /

**Claimants Certification and Declaration**

I do solemnly declare and certify under the penalties of law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount stated therein is justly due and owing and that the amount charged is a reasonable one. I further certify that I am an Equal Opportunity Employer and that I have complied with the Affirmative Action regulations issued by the New Jersey Department of the Treasury.

Vendors Signature:

Title

CFD

Date

12/12/25

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

RESOLUTION #2026-39

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

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

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

**WHEREAS**, the Township of Lower intends to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the Township surplus property.

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

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

Exhibit A      Resolution #2026- 39  
1/5/2026

#1492      SOUND TECH PROFESSIONAL SOUND SYSTEM

#3107      CASSETTE RADIO

#3108      CASSETTE RADIO

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

RESOLUTION #2026-40

Title: **BID ACCEPTANCE AND CONTRACT AWARD TO SUPPLY FIREWORKS DISPLAY INCLUDING BARGE, FOR INDEPENDENCE DAY EVENT, YEARS 2026 AND 2027 WITH A 2028 OPTION**

**WHEREAS**, the Notice to Bidders to Supply Fireworks Display Including Barge for Independence Day Event 2026 and 2027 with a 2028 option was advertised on October 22, 2025 and accepted on Thursday November 13, 2025 at 11:00 a.m. prevailing time; and

**WHEREAS**, One (1) sealed bid was submitted from S. Vitale Pyrotechnic Industries Inc. to provide Fireworks for the following years: 2026, 2027 with an option for 2028 and was reviewed by the QPA and the Recreation Director; and

**WHEREAS**, S. Vitale Pyrotechnic Industries Inc. complied with all the specifications and required bid documents; and the CFO has certified the availability of funds as evidenced by his signature below:

  
\_\_\_\_\_  
Jim Craft, CFO

6-01-30-420-254  
Budget Account

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following fireworks contract is hereby approved for the 2026 and 2027 with an option of 2028 calendar year; each subsequent year will be approved upon Council's discretion annually and if funds are available for the following:

AWARD TO:	S. Vitale Pyrotechnic Industries Inc.							
AMOUNT:	2026	\$77,200.00	w/Rain Delay 25% of Fireworks Show \$11,025.00 and \$2500.00 Barge/Tug Per Day					
	2027	\$79,700.00	w/Rain Delay 25% of Fireworks Show \$11,650.00 and \$2500.00 Barge/Tug Per Day					
	2028	\$82,100.00	w/Rain Delay 25% of Fireworks Show \$12,250.00 and \$2500.00 Barge/Tug Per Day					

**BE IT FURTHER RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached contract is hereby approved and will be awarded annually and the availability of funds for the respective year.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

**Bid# 2025-21 PROPOSAL FORM**

**Fireworks Display Including Barge for Independence Day Event  
2026 and 2027 with a 2028 option**

In accordance with the Bid Proposal, General Instructions, Conditions and Specifications, we wish to bid the following; **Supply & perform a minimum Twenty Three (23) minute Independence Day Pyro theatrical performance of a fireworks show on July 3 @ 9:00 PM EDT with a rain date of July 5 for each calendar year.**

**\*A copy of the proposed program for the aerial display shall be provided with the submittal of the bid proposal. Failure to supply the required program with the proposal shall be considered just cause for the Township's rejection of the bid. Barge Show Must be Electronically Fired.**

1.	<b>2026 Independence Day Firework Show Bid Price</b>	\$ <u>77,200.00</u>
2.	<b>2027 Independence Day Firework Show Bid Price</b>	\$ <u>79,700.00</u>
3.	<b>2028 Independence Day Firework Option Price</b>	\$ <u>82,100.00</u>

**2026**

**2027**

**2028**

\*2026 Note: includes \$44,100.00 Display + \$33,100.00 Barge/Tug

\*2027 Note: includes \$46,600.00 Display + \$33,100.00 Barge/Tug

\*2028 Note: includes \$49,000.00 Display + \$33,100.00 Barge/Tug

**RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT**

Weather/Rain Delay/Postponement Date/Time: If required this date shall be determined by the Township at the time of the postponement of the originally scheduled show.

**Note:** This fee shall only be paid by the Township, if the weather/rain delay/postponement is evoked by the Township and if **less** than twenty-four (24) hours of notice is given to the contractor.

\$ 239,000.00  
2026/2027/2028

**\*\*Detailed Description of type and amount of shells per "Show" must accompany the proposal.**

**Submitted by:** Pyrotecnico Fireworks, Inc.  
(Name of Firm)

**Name:** Lynn Ann Hamed  
(Please Type or Print)

**Signature:** Lynn Ann Hamed

**Title:** Corporate Secretary

11/03/2025

**Dated:** 11/03/2025



# PRICING



## DETAILS

2026 - \$44,100.00 Aerial Display Presentation

\$33,100.00 Barge & Tug Fee

\$77,200.00 Total

Permits Fire Watch and Police additional

2027 - \$46,600.00 (Optional).

\$33,100.00 Barge & Tug Fee

\$79,700.00 Total.

Permits Fire Watch and Police additional

2028 - \$49,000.00 (Optional)

\$33,100.00 Barge & Tug Fee

\$82,100.00 Total

Permits Fire Watch and Police additional

2026 to 2028 - Rain Date Fee's- 25% Show Fee Plus \$2,500.00 Barge Fee Per Day

## GRAND TOTAL

\$77,200.00 - July 3, 2026

\$79,700.00 - July 3, 2027

\$82,100.00 - July 3, 2028



**2026 Fireworks Independence Day Event Contract**  
**AGREEMENT FOR PROVISION OF FIREWORKS**  
**IN ACCORDANCE WITH BID**

THIS AGREEMENT is entered into on the 5th day of January 2026 by and between TOWNSHIP OF LOWER, a municipal corporation with offices located at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter referred to as "Township") and PYROTECNICO, a New Jersey corporation with offices located at P.O. Box 149, New Castle, Pennsylvania 16103 (hereinafter referred to as "Pyrotecnico").

WHEREAS, the Township requires a Fireworks Display to be launched in the Delaware Bay on July 3, 2026 (the "Fireworks Display"), which is a highly specialized and qualitative service requiring a certain level of expertise, extensive training and a proven reputation in the field of fireworks display.

WHEREAS, the Township has selected Pyrotecnico to provide the Fireworks Display based upon its response to a Sealed Bid, Pyrotecnico being the only respondent. 2026 will be the first year of a three-year contract ending in 2028 and on the strong recommendations received from other governmental entities that display of fireworks in the State of New Jersey;

WHEREAS, the Township therefor desires to enter into a contract with Pyrotecnico for the Fireworks Display in accordance with the terms and conditions set forth herein; and

WHEREAS, this Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

1. **Scope of Services.** Pyrotecnico agrees to provide and perform certain specialized services for Township in accordance with the terms and conditions of the Pyrotecnico Contract attached hereto as EXHIBIT A and incorporated herein by this reference as well as in conformance with this agreement and Resolution 2026-40, the terms of which are also incorporated herein by reference. These items shall constitute the contract by and between the parties (the "Contract"). All terms and conditions of the Pyrotecnico Contract and the BID shall remain in full force and effect unless in conflict with this Agreement, in which case the terms of this Agreement shall control, or unless specifically modified by this Agreement.

2. **Barge Company.** Pyrotecnico shall also contract with a fully licensed and qualified Barge Company (the "Barge Company") to provide the barge services necessary for the Fireworks Display. Pyrotecnico shall be responsible for the Barge Company and all services to be provided by the Barge Company in connection with the Fireworks Display. The fireworks necessary for the Fireworks Display shall be loaded within Lower Township at the Dock of Cape Fisheries for display on the evening of July 3, 2026.

3. **Scheduling Issues.** The scheduled Fireworks Display shall be on July 3, 2026, with a window start time of between 9:00 P.M. and 10:00 P.M. It will be determined by 6:00 A.M. on July 3, 2026 as to whether the Fireworks Display can occur due to weather conditions. In the event that the Fireworks Display is cancelled because of weather conditions, which determination shall be made by Pyrotecnico in consultation with the Township Manager, Fire Official and Chief of Police, all in accordance with the terms of the BID, the rain date will be July 5, 2026.

4. Compensation. As a fee for providing the Fireworks Display for 2026 event, the Township shall pay to Pyrotecnico the sum of Seventy Seven Thousand Two Hundred Dollars (\$77,200.00), which shall be due and payable on or before July 7, 2026. From this amount, Pyrotecnico shall compensate the Barge Company for its fee in providing the transportation services necessary for the Fireworks Display. Any Police security fees associated with Lower Township's Fireworks display for July 3 only will not be charged to Pyrotecnico. Services or agreements with any other Town or Contract must be secured with an appropriate Township of Lower 3<sup>rd</sup> Party Agreement, which must be approved and scheduled accordingly.

In the event that Weather/Rain Delay/Postponement occurs the terms and conditions for compensation will be as per Pyrotecnico submitted bid proposal. If the Fireworks Display is cancelled because of weather conditions, which determination shall be made by Pyrotecnico in consultation with the Township Manager, Fire Official and Chief of Police, all in accordance with the terms of the BID, the rain date will be July 5, 2026 at a cost of Eleven Thousand Twenty Five Dollars (\$11,025.00) plus Barge Fees of Two Thousand Five Hundred (\$2,500.00).

5. Assignment. Services provided under this Agreement and the Contract is for the exclusive use of Township. Neither Township nor Pyrotecnico shall assign its interest in this Agreement or the Contract without the written consent of the other.

6. Severability. The terms, conditions, covenants, and provisions of this Agreement and Contract shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

7. Other Agreements. This Agreement, the Pyrotecnico Contract and BID #2025-21, represent the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Agreement as compiled shall be enforceable unless the same shall be in writing and signed by the parties hereto.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Choice of Law/Venue. This Agreement, the Pyrotecnico Contract and BID #2025-21 shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret This Agreement, the Pyrotecnico Contract and BID No 2025-21 shall be brought in the Superior Court of New Jersey, Cape May County and any language in any compiled document to the contrary is hereby superseded by this provision and of no force or effect.

10. Waiver. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them under or connected with this Agreement or Contract or any of the provisions or any negotiations in connection therewith.

11. Paragraphs. The titles to paragraphs of this Agreement are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Agreement.

12. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

13. Approval by Township Council. This Agreement is contingent upon approval by the Township Council of the Township of Lower, Cape May County.

14. Compliance with Laws and Regulations. During the performance of this Agreement, Pyrotecnico agrees as follows:

A. Pyrotecnico, or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Pyrotecnico will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Pyrotecnico agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. Pyrotecnico, or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Pyrotecnico, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

C. Pyrotecnico, or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of Pyrotecnico' commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Pyrotecnico, or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

E. Pyrotecnico, or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

F. Pyrotecnico, or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. Pyrotecnico, or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

H. Pyrotecnico, or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the date first above written.

ATTEST:

Julie Picard, Township Clerk

TOWNSHIP OF LOWER

BY:

Frank Sippel, Mayor

ATTEST:

, Secretary

PYROTECNICO

BY:

Representative

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

RESOLUTION #2026-41

Title: APPROVAL OF A SECONDHAND MERCHANT AND DEALER OF PRECIOUS METALS LICENSE

**WHEREAS**, one (1) application has been received by the Township for Secondhand Merchants and Dealer of Precious Metals License by the following applicant in accordance with Ordinance #2016-05; and

**WHEREAS**, the applicant has paid the proper fees, posted the required bonds and the Police have no objection to the issuance of said license.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Secondhand Merchant and Dealer of Precious Metals License for the year 2026 be approved and issued to the following applicant:

Villas Bling T/A Lucky 7 Gold & Consignment

1425 Bayshore Road, Villas

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

I, Karen S. Fournier, Deputy 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 meeting held on January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-42

Title: **CONTRACT AWARD FOR MANAGEMENT INFORMATION SYSTEM (MIS) CONSULTANT FOR TOWNSHIP OF LOWER AND LOWER TOWNSHIP POLICE DEPARTMENT FOR FINAL YEAR 2026**

**WHEREAS**, On January 3, 2024 Resolution #2024-45 was accepted and awarded to Barber Consulting Services, LLC for Management Information System (MIS) Consultant for the Township of Lower and Lower Township Police Department 2024/2025 with an option for 2026; and

**WHEREAS**, Barber Consulting Services LLC is contracted for MIS Services for the Final year 2026 for \$17,500.00; and

**WHEREAS**, Barber Consulting Services LLC has complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by his signature below:

  
\_\_\_\_\_  
James Craft, CFO

\$7,000.00 6-01-20-310-363 (Township)  
\$10,500.00 6-01-25-240-276 (Police)  
Budget Account

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

**AWARD TO: BARBER CONSULTING SERVICES, LLC**

**TOTAL:** Final Year 2026: \$17,500.00 2 1/2 Hour Weekly Visits  
Regular Hourly Rate \$90.00  
Emergency Hourly Rate \$180.00

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

**Proposal Page**  
**Bid #2023-29 Lower Township MIS Consultant 2024/2025 with an option 2026**

*The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:*

The initial term of this contract shall be from January 1, 2024 through December 31, 2024. Providing the performance under this contract is satisfactory and the contractor complies with the requirements of the specifications, the contract may be extended for two (2) additional years in one (1) year optional increments beginning in 2025 ending 2026. The option to extend the contract shall be at the sole discretion of the Township of Lower and shall be enacted by resolution authorized by the Township Council annually based on available funding. The contract may be canceled for unacceptable performance at any time.

Annually upon Contract Renewal the contractor must provide proof of Employee background checks, Current Certificates of Insurance listing Township of Lower Additionally Insured and all other contract requirements.

1. a.	2024 Onsite 2-hour weekly visit, annual cost:	\$ 18,600.00 Sixteen Thousand Five Hundred
		In words \$ 00.00 Ninety
b.	2024 Hourly rate Regular Hours	\$ 00.00 Ninety
c.	2024 Emergency Hourly Rate (after 5:00 p.m.)	\$ 180.00 One-Hundred Eighty
		In words
2. a.	2025 Onsite 2-hour weekly visit, annual cost:	\$ 17,000.00 Seventeen Thousand
		In words \$ 00.00 Ninety
b.	2025 Hourly rate Regular Hours	\$ 00.00 Ninety
c.	2025 Emergency Hourly Rate (after 5:00 p.m.)	\$ 180.00 One-Hundred Eighty
		In words
3. a.	2026 Onsite 2-hour weekly visit, annual cost:	\$ 17,600.00 Seventeen Thousand Five Hundred
		In words \$ 00.00 Ninety
b.	2026 Hourly rate Regular Hours	\$ 00.00 Ninety
c.	2026 Emergency Hourly Rate (after 5:00 p.m.)	\$ 180.00 One-Hundred Eighty
		In words
4.	Years of Experience with Edmunds	24 Year(s)

5. Attach list of Referrals from other Municipalities and/or Government Agencies with similar software packages and applications.

Barber Consulting Services, LLC	26-3607082
Company Name	Federal I.D. # or Social Security #
32 Central Ave, Maya Landing, NJ 08330	
Address	Weesley Barber Managing Member
Signature of Authorized Agent	Type or Print Name and Title
609-225-6860	11/27/23
Telephone Number	Date
N/A	weesb@wbconsulting.net
Fax Number	E-mail address

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

RESOLUTION #2026-43

Title: **AUTHORIZATION FOR PUBLIC BIDDING**

**WHEREAS**, the Township Of Lower is required to publicly bid certain items during the course of the year in accordance with the Local Public Contracts Law; and

**WHEREAS**, the Township may also desire to obtain public bids on certain other items that may become necessary during the course of the year but which are not required to be publicly bid.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

*Margaret Vitelli, Lower Township's Qualified Purchasing Agent is hereby authorized to obtain public bids as necessary for items or services in 2026 as they become necessary in accordance with the Local Public Contract Law.*

**BE IT FURTHER RESOLVED** that all contracts awarded through public bidding be made a Resolution of the Township Council with the required Chief Financial Officer's certification as to the availability of funds for the items/services to be procured.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

---

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-44

Title: DESIGNATION OF PUBLIC AGENCY COMPLIANCE OFFICER FOR LOWER TOWNSHIP

WHEREAS, in accordance with N.J.A.C. 17:27-3.2, each public agency shall designate an individual to serve as its Public Agency Compliance Officer (P.A.C.O.); and

WHEREAS, the Public Agency Compliance Officer is the liaison between Lower Township and the Division of Public Contracts Equal Employment Opportunity Compliance for all matters concerning implementation and administration of the statute; and

WHEREAS, the Public Agency Compliance Officer is responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and the service providers. The P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Margaret Vitelli be appointed the Public Agency Compliance Officer for the Township of Lower.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-45

Title: APPROVING 2026 CONTRACT WITH CAPE MEDIATION SERVICES

**WHEREAS**, N.J.S.A. 40A:11-3 authorizes the award of any contract without competitive bidding for any purchase, work or service that does not exceed in the fiscal year the total sum of Seventeen Thousand Five Hundred (\$17,500) Dollars; and

**WHEREAS**, the Township is desirous of renewing its contract with Cape Mediation Services; and

**WHEREAS**, the contract amount for 2026 is 0.18 per person in the municipality as of the latest available census making the Total Contract \$3,970.26; and

**WHEREAS**, the CFO has certified available funds as evidenced by his signature below:

Appropriation: \_\_\_\_\_

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 above services are hereby approved for the calendar year 2026.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk



**ALTERNATIVE DISPUTE RESOLUTIONS**  
**E-Mail: CMCBAED@GMAIL.COM**

**P.O. BOX 662  
CMCH, NJ 08210**

**609.463-0323  
FAX-609-463.1656**

November 26, 2025

James Craft, CFO  
Township of Lower  
Municipal Court  
2600 Bayshore Road  
Villas, NJ 08251

**RE: Cape Mediation Services Voucher Year 2026  
Tax ID 223052736**

Dear Mr. Craft;

Please remit a voucher for the year 2026 Mediation Assessment in the amount of \$3970.26. Calculations utilize the latest Cape May County Census data at a rate of .18 cents per person in your municipality.

Thank you in advance for your attention to this matter.

Very truly yours,

Pamela M Kaithern  
Executive Director

Cc: Sarah VanSeeters, C.M.C.A.

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

RESOLUTION #2026-46

Title: **AUTHORIZATION FOR REFUND OF TAXES**

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

**WHEREAS**, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
510	2.1	James Peoples	Exempt Vet as of 12/16/2025	\$661.93

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

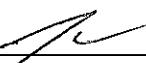
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-47

Title: BID ACCEPTANCE AND AWARD OF LOWER TOWNSHIP ANIMAL CONTROL SERVICES FOR 2026  
WITH AN OPTION FOR 2027 & 2028

WHEREAS, the Notice to Bidders for No. 2025-20 Animal Control Services for 2026 with an option for 2027 & 2028, was advertised on October 22, 2025 and accepted on Friday November 7, 2025 at 11:00 a.m. prevailing time; and

WHEREAS, One (1) Sealed Bid was received for the Animal Control Services for 2026 with an option for 2027 & 2028; the Bid was thoroughly reviewed and determined Shore Veterinarian Animal Control Services, LLC satisfied all the requirements included in the specifications and provided all the proper bid documents; the CFO has certified the availability of funds as evidenced by his signature below:

  
\_\_\_\_\_  
James Craft, CFO

6-01-27-340-299  
Budget Account

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded for the 2026 year; each subsequent year will be approved upon Council's discretion annually by Resolution for 2027 and 2028:

AWARD TO: SHORE VETERINARIAN ANIMAL CONTROL SERVICES LLC

ANNUAL TOTAL: 2026 \$64,800.00 Annually (\$5,400.00 Monthly)  
2026 \$100.00 Per Emergency Call after 5:00 p.m. and Sundays  
2027 \$67,200.00 Annually (\$5,600.00 Monthly)  
2027 \$110.00 Per Emergency Call after 5:00 p.m. and Sundays  
2028 \$68,400.00 Annually (\$5,700.00 Monthly)  
2028 \$120.00 Per Emergency Call after 5:00 p.m. and Sundays  
\*Emergency Calls must be verified by the Lower Township Police Department

TERM: January 1, 2026 – December 31, 2026

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

QPA  
Original



# Shore Animal Control Services LLC.

Linda Gentile, ACO, Owner  
Cheryl Alessandrine, ACO  
Michael Schnebele , ACO  
Wendy Sissel, Dispatch

Pam Jessie, ACO, Office Manager  
Jay Jessie, ACO  
Joyce Sbarabaro, ACO  
Marcia DaVinci Groeff, ACO

*"We Serve the Community with Pride and Dedication"*

\*\*\*\*\*  
November 1, 2025

Margaret Vitelli  
Purchasing Agent  
2600 Bayshore Rd  
Villas, NJ,

Dear Ms. Vitelli:

Please accept this proposal to provide animal control services for Township of Lower.

**SAC** was founded in 2008 by **Dr. Nick Holland**, owner of **Shore Veterinarians**. He started this company because he felt there was a lack of animal control companies to properly service the many municipalities in South Jersey. SAC quickly developed a reputation of providing quality services in both Atlantic and Cape May County.

Shore Animal Control has 24,000 Facebook Followers who have been essential in helping us return pets to residents, thus saving after hours fees and shelter fees charged to the municipality.

We have an extensive data base called RING CENTRAL which has identified over 1000 pets owners and details on their pets which has been essential in helping us return pets to residents, thus saving after hours fees and shelter fees charged to the municipality.

Because two of our Certified New Jersey Animal Control Officers live in Lower Township, and one in Wildwood Crest, we are familiar with most of the local dogs that have been at large in the past, and many of the local pets. Our officers use our data system and make calls to try to return pets to owners at all costs to not only save the municipality costs, but to alleviate stress on a pet taken into the shelter.

We look forward to the opportunity to service your municipality should our company be awarded the contract. 3 Copies of all the following are included in this package.

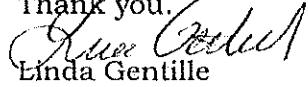
- a) Shore Animal Control Services, LLC, 90 Dennisville Petersburg Rd, UT, 08270  
Mailing Address: PO Box 597, Tuckahoe, New Jersey, 08250

**b) 8 Licensed ACO's currently on staff**

- c) New Jersey State Certifications are include in the list of staffing.. .
- d) See attached list of staff members
- e) See attached list of qualifications along with degrees of our staff.
- f) Experience with Lower Township: We have serviced the township of Lower for the past 12 years and are extremely familiar with the territory, residents, the "frequent flier" dogs at large, cat colony caretakers, neglect situations, and wildlife issues. We have 2 officers that live in Lower Township , one in North Cape May and one in the Villas and an additional 3 officers that live within 25 minutes of Lower Township. Please see the detailed bio/resume of on our primary officers that will be in the township to provide prompt service.
- g) Shore Animal Control has 4 fully equipped and approved vehicles by the New Jersey Dept of Health and 2 vehicles that remain in Lower Township for prompt response.
- h) Complete
- i) Contracts currently serviced. See attached list of contracts in proposal.l
- j) Member of the New Jersey Animal Control Officers Association, Additional on attached employee credentials.
- k) Business Registration ( see attached) since 2009
- l) Exhibit A attached and Employee Info Form.
- m) References Attached
- n) 2026 Rate Schedule attached.

In closing, we hope to continue our service to the Township of Lower as we have done for the past decade. Please feel free to contact Judy Davies Dunhour about our services and qualifications.

Thank you.

  
Linda Gentile  
Owner/Operator

BID PROPOSAL FORM2025-20 Animal ControlProposal and Contract Agreement:

The Township of Lower reserves the right to reject any or all bids if it deems it in the best public interest to do so. The undersigned, having read the Scope of Service and specifications attached hereto, hereby agrees to provide the services, as outlined as follows:

Item 1: Animal Control Service 2026:

Fifty four hundred per month \$5400 per month  
In Words In Numbers

Item 1 A 2026 Emergency After Hours Fee

one hundred dollars Per hour \$100 per hour  
In Words In Numbers

Item 2 Animal Control Service 2027:

Fifty six hundred per month \$5600 per month 61,000  
In Words In Numbers

Item 2 A 2027 Emergency After Hours Fee

one hundred ten per hour \$110 per hour  
In Words In Numbers

Item 3 Animal Control Service 2028:

Fifty seven hundred per month \$5700 per month 69,400  
In Words In Numbers

Item 3 A 2028 Emergency After Hours Fee

one hundred twenty per hour \$120 per hour  
In Words In Numbers

\*List any exceptions below or any additional fees below:

Shore Animal Control  
 Company Name

27-0738129  
 Federal I.D. # or Social Security #

40 Dennyville Petersburg Rd. linda@5ac.com  
 Address

Linda Gentile  
 Signature of Authorized Agent/Title

Email

LINDA GENTILE  
 Type or Print Name

(609) 402-8325

10-24-25

Telephone Number

Date

\*Upon final approval by Resolution this will be the official contract along with the executed purchase order to enter into the agreement for Animal Control Services for the Township of Lower.

Resolution # \_\_\_\_\_

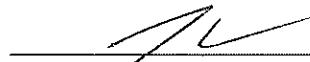
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-48

Title: **CONTRACT AWARD FOR FERTILIZING SERVICES FOR VARIOUS LOCATIONS  
TO J&D SERVICES LLC D/B/A SPRING GREEN FOR FINAL YEAR OF 2026**

**WHEREAS**, on January 3, 2024 Council awarded by Resolution #2024-39 to J & D for the Fertilizing Services for Various Locations in the Township of Lower for 2024 and 2025 with an option for 2026; and

**WHEREAS**, J & D Services LLC d/b/a Spring Green is contracted to provide Fertilizing Services for the Township of Lower for the Final Year 2026 for \$37,643.00 and the CFO has certified the availability of funds as evidenced by his signature below:

  
James Craft, CFO

6-01-27-340-281  
Budget Account

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

**AWARD TO:** J&D Services LLC d/b/a Spring Green  
**TOTAL:** \$37,643.00

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251

(609) 886-2005



## NOTICE OF AWARD

TO: J & D Services LLC  
d/b/a Spring-Green Lawn Care

FROM: Margaret Vitelli, QPA

DATE: November 27, 2023

BID: Bid # 2023-23 Fertilizing Lawn Services for various locations in the Township of Lower for 2024 and 2025 with an option of 2026

The OWNER has considered the Sealed Bid submitted for the above-described WORK in response to its Advertisement for Bids dated October 11, 2023 and opened on November 14, 2023 at 10:00 am. Lower Township Mayor and Council will approve by Resolution # 2024- \_\_\_\_ on January 3, 2024 your contract for Bid # 2023-23 Fertilizing Lawn Services for various locations in the Township of Lower for 2024 and 2025 with an option of 2026 will be awarded as follows:

**2024 Fertilizing Lawn Services for various locations in Township of Lower \$35,483.00**

**2025 Fertilizing Lawn Services for various locations in Township of Lower \$36,547.00**

**2026 Fertilizing Lawn Services for various locations in Township of Lower \$37,643.00**

You are required to execute and furnish the Certificates of Insurance, Hold Harmless (with copies of the policies including all endorsements) within seven (7) calendar days from the date of this Notice of Award; Listing Township of Lower, Lower Township Board of Education as additional insured.

If you fail to execute the Contract and to furnish evidences of insurance within seven (7) calendar days from the date of this Notice of Award, or within such further time period as you and OWNER may in writing agree,

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated January 3, 2024

OWNER: TOWNSHIP OF LOWER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: J&D Services LLC D/B/A  
This 4 day of December, 2023, Spring-Green

By John G.S. Title Owner

## INDEMNITY CLAUSE

### Hold Harmless Agreement

---

"To the fullest extent permitted by law, (J-D Services, LLC d/b/a Spring-Green)  
Name of Contractor/Vendor

agrees to defend, pay on behalf of, indemnify, and hold harmless the **Township of Lower**, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the **Township of Lower** against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the **Township of Lower** its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the **Township of Lower** by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by Contractor/Vendor, or through any negligence or alleged negligence in performing the duties and obligations associated with this contract, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor/Vendor, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship which arises out of or is in any way connected or associated with this contract."

By: Thomas O'Brien  
Contractor Name

 Thomas O'Brien Owner 12/4/23  
Signature, Title and Date

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

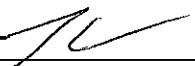
RESOLUTION #2026-49

Title: **CONTRACT AWARD TO BAYSHORE LANDSCAPING FOR LANDSCAPING SERVICES FOR VARIOUS LOCATIONS FOR THE FINAL YEAR 2026**

**WHEREAS**, On January 3, 2024 Resolution #2024-40 was accepted and awarded to Bayshore Landscaping for Landscaping Services for Various Locations in Township of Lower for 2024 and 2025 with an option for 2026; and

**WHEREAS**, Bayshore Landscaping is contracted to provide Landscaping Services for the Township of Lower for 2026; and

**WHEREAS**, Bayshore Landscaping LLC has complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by his signature below:

  
\_\_\_\_\_  
James Craft, CFO

6-01-27-340-281  
Budget Account

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

**AWARD TO: BAYSHORE LANDSCAPING INC.**  
**TOTAL: \$54,500.00 FINAL YEAR 2026**

**Exhibit A \*Price Sheet attached if additional cuts are needed throughout the year**

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

\_\_\_\_\_  
Karen S. Fournier, Deputy Township Clerk

2023-20

## BID PROPOSAL FORM

TITLE: Landscaping Services for Various Locations 2024 and 2025 Season with 2026 option

The undersigned proposes to furnish and deliver the above goods/services pursuant to the contract bid specification and made part hereof:

The initial term of this contract shall be from March 1, 2024 and continuing through December 31, 2024. Providing that the performance under this contract is satisfactory and that the contractor complies with the requirements of the specifications, the contract may be extended for two (2) additional years, in one (1) year optional increments. The options to extend the contract shall be at the sole discretion of the Township of Lower and shall be enacted by a resolution of award by the Township Council.

Item 1: 2024 YEAR Total Price Proposal for Grounds and Park Bid Maintenance

\$ 54,500  
Fifty-four Thousand, five, Hundred dollars.  
 Amount in words

Item 1: 2025 YEAR Total Price Proposal for Grounds and Park Bid Maintenance

\$ 54,500  
Fifty-four Thousand, five hundred dollars  
 Amount in words

Item 1: 2026 YEAR Total Price Proposal for Grounds and Park Bid Maintenance

\$ 54,500  
Fifty-four Thousand, five, hundred dollars  
 Amount in words

Item 4: Individual Price list for additional cuts if needed Complete Exhibit A

Must be submitted with bid proposal page

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Bayshore Landscaping, Inc 22-3020150

Company Name

Federal I.D. # or Social Security

319 Suzanne Ave. N. Cape May, NJ 08204

Address

Type or Print Name

Signature of Authorized Agent

John McNulty

609-425-1852

Date

Telephone Number

11/13/23

Location/Dir Instruction	Description	LOCATION ADDRESS	TIER	Lawn Area Unit (sq. ft.)	Include in base bid		Exhibit A
					Flower Bed Mulch	Price Per Cut	
1 Yes	William Carter	309 Bayshore Blvd. Viles	1	26,500.0	yes	\$1.50	
2 No	Clem Mallison	Clemmons Avenue Viles	1	18,000.0	yes	\$1.50	
3 No	Fishing Creek School	2102 Bayshore Road Viles	2	40,700.0	yes	\$1.50	
4A Yes	Memorial Cemetery	2000 Bayshore Road Viles	1	55,000.0	yes	\$0.70	
4B No	Memorial Complex	2610 Bayshore Road Viles	1	22,000.0	yes	\$0.70	
5 No	James Circle	Tobacco Brook Drive Viles	2	3,980.0			
6 No	Mandy Park	Monroe Avenue Viles	2	5,600.0			
7 No	Mayflower Circle	Mayflower Circle NJ01	2	14,000.0			
8 No	Reverend Triangle	Newton Avenue NJ01	2	2,950.0			
9 No	Frigate Circle	Wadsworth Blvd. Circle NJ01	2	2,950.0			
10 No	Roselyn Cemetery	Rosemont Hwy. NJ01	2	17,500.0			
11 No	Lower Tap Public Pool	708 Wadsworth Avenue NJ01	2	25,400.0	yes	\$0.50	
12 No	Coral Park	CANAL PARK CIR. KEY LANE FERRY	2	9,128.0	yes	\$0.50	
13A Yes	Jeanette Hoffmann	Jeanette Hoffmann Road NJ01	1	118,000.0			
13B Yes	Jeanette Hoffmann	Southern Blvd. and corner of Jeanette Circle	1	25,200.0			
14 Yes	Tenacity Park	Reynolds Road/Capitol NJ01	2	55,750.0	yes	\$1.50	
15 Yes	Public Works	771 S. Scherzer Road	1	7,665.0	yes	\$1.50	
16 Yes	Education Department Park	677 Route 9 North Emma	1	457,580.0	yes	\$1.50	
17 No	Drunk Pond	Tobacco Brook/Orange Lane Viles	2	50,500.0			
18 No	Dimonet Beach	Rochester & Pacific Dimonet Beach	2	17,955.0			
19 No	Bayfront Beaches	Lion's Acre/Atlantic/Patched Asymmetric Beaches 200	2	2,000.0			
20 No	Foster Beach	1659 Bayshore Road Viles	2	2,000.0			
21 No	Minwick School Fields	9055 Bayshore Road Viles May includes 3 fields and 6 soccer zones	1	2,000.0			
22 No	Pump Station	Emerson Road/Crosswicks NJ01	2				

TIER #1 (Weekly) Includes 36 Cuts per season

TIER #2 (Bi-Weekly) Includes 17 Cuts per season

\*\* All Tiers will be subject to total cuts which may include interchanging cuts within every tier at the Township's discretion.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the Bid specification and made part hereof

B01 Shore Landscaping Inc 22-3020150

Company Name  
319 - Suzanne Ave. N. Cape May NJ 08204Address  
John McNultySignature of Authorized Agent  
609-425-1852

Telephone Number

Date

Type or Print Name  
11/13/23

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

RESOLUTION #2026-50

Title: **FY2027 GOVERNOR'S COUNCIL ON SUBSTANCE ABUSE DISORDER**

**WHEREAS**, the Governor's Council on Substance Use Disorder (GCSUD) established the Municipal Alliances for the Prevention of Substance Use Disorder in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

**WHEREAS**, The Township Council of the Township of Lower, County of Cape May, State of New Jersey recognizes that substance use disorder is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and

**WHEREAS**, the Township of Lower Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent substance use disorder in our community; and

**WHEREAS**, the Township of Lower Council has applied for funding to the Governor's Council on Substance Use Disorder through the County of Cape May.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the Lower Cape Municipal Alliance grant for fiscal year 2027 in the amount of:

DEDR	\$ 26,215.00
Cash Match	\$ 6,553.75
In-Kind	\$ 19,661.25

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk



## State of New Jersey

GOVERNOR'S COUNCIL ON SUBSTANCE USE DISORDER

PHILIP D. MURPHY

*Governor*

P. O. Box 345

NEIL VAN ESS

*Acting Chairman*

TANIESHA L. WAY

*Lt. Governor*

TRENTON, NEW JERSEY 08625-0345

CELINA LEVY

*Executive Director*

### FY 2027 LETTER OF INTENT

December 15, 2025

Colleen Crippen  
2600 Bayshore Road  
Villas, New Jersey 08251

Dear Colleen Crippen:

#### **Governor's Council on Substance Use Disorder (GCSUD) Grant**

Cape May County is announcing its intention to provide a grant to Lower Cape Alliance: Cape May City, Cape May Point Borough, Lower Township, West Cape May Borough municipality for the Fiscal Year (FY) 2027 Alliance to Prevent Substance Use Disorder. The allocation for FY 2027, including coordination funds, is \$26,215.00. The required cash match is \$6,553.75 and the required in-kind match is \$19,661.25. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the match is met.

The grant period will begin 07/01/26 and continue through 06/30/27. This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

Municipal Alliance coordination funds are included in your funding award. Municipalities may take up to 15% of their GCSUD award for coordination. The total amount of coordination funds available for your Municipal Alliance for FY 2027 is \$3,932.25. Municipal Alliance spending plans will be approved by the County and GCSUD in accordance with established grant guidelines.

The municipality agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.

All funds will be reimbursed to the municipality after receipt and acceptance of the required expenditure reports, programmatic reports and vouchers including supporting backup documentation.

The submission and approval of the Municipal Alliance Plan will be required to access these funds. Plans must be submitted to County Alliance Coordinator by 01/30/26. *Plans received past the due date will not be assured of approval by the start of the grant term.*

The Municipality's continued cooperation and support are appreciated.

Sincerely,

Patricia Devaney

C: Peter Belasco, Cape May County Alliance Coordinator

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

RESOLUTION #2026-51

Title: REDUCING THE CONTRACT AWARD TO GENTILINI CHEVROLET WITH TWO (2) ADDITIONAL TRADE IN POLICE VEHICLES

WHEREAS, State Contract Vendor Gentilini Chevrolet was awarded by Purchase Order #25-03069 on November 21, 2025 for the award of (1) One Police Tahoe PPV Vehicle for \$79,337.30; and

WHEREAS, Gentilini Chevrolet has provided a quote to accept Two (2) Additional Police Vehicles as a trade in to reduce the contract amount by \$1,600.00; and

WHEREAS, the following vehicles will be removed from the Township's Fixed Asset Listing accordingly:

\$400.00	Trade In: Fixed Asset #4023	2017 Ford Explorer	VIN: 1FM5K8ARXHGC26413
\$1,200.00	Trade In: Fixed Asset #3116	2015 Ford Explorer	VIN: 1FM5K8AR6FGA04528

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following contract is hereby Reducing the Contract to \$77,737.30 to Gentilini Chevrolet and removing the Fixed Asset #4023 & #3116 from the Township's Listings.

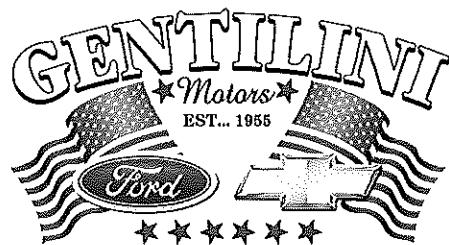
	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

## Order Acknowledgment # 753.1

Orig Date: 2025-12-01  
(printed on 2025-12-12)



From	Gentilini Motors 500-555 John S Penn Blvd Woodbine, NJ 08270	Bill To	Lower Township Police 405 Breakwater Road Erma, NJ 08204 UNITED STATES	Ship To	Lower Township Police 405 Breakwater Road Erma, NJ 08204 UNITED STATES
P.O. #	25-03069	FOB/Incoterms	S - Shipment	Terms	NET30
Order Type	Scheduled	Ship Via	UPS Ground	Ship Type	Partial
VIN #					



#	Part #	Cust Part	Ship Via	Dock Date	MSRP	Qty	Base Price	Discount	Unit Price	Tax	Ext. Price
<b>Tech Description:</b> Color Keyed with lettering / Vinyl (dealer-installed) Door entry guard installed on each scuff plate (4 doors). Reflective grade vinyl is visible when doors are open.											
<b>Serials:</b>											
10	6N5-CK10706-25			2025-11-05	57	1 EACH	\$2.53	\$0.00	\$51.87	\$0.00	\$51.87
<b>Part Description:</b> Switches, rear window inoperative											
<b>Tech Description:</b> Switches, rear window inoperative											
<b>Serials:</b>											
11	7X3-CK10543-25			2025-11-05	928.2	1 EACH	\$45.32	\$0.00	\$728.00	\$0.00	\$728.00
<b>Part Description:</b> Spotlamp, left-hand (Deletes A-pillar mounted assist handle.)											
<b>Tech Description:</b> Spotlamp, left-hand (Deletes A-pillar mounted assist handle.)											
<b>Serials:</b>											
12	6C7-25			2025-11-05	340	1 EACH	\$15.11	\$0.00	\$340.00	\$0.00	\$340.00
<b>Part Description:</b> Lighting, red and white front auxiliary dome CRANFORD											
<b>Tech Description:</b> Lighting, red and white front auxiliary dome CRANFORD											
<b>Serials:</b>											
13	6J3-CK10706-25			2025-11-05	92	1 EACH	\$4.09	\$0.00	\$83.72	\$0.00	\$83.72
<b>Part Description:</b> Wiring, grille lamps and siren speakers											
<b>Tech Description:</b> Wiring, grille lamps and siren speakers											
<b>Serials:</b>											
14	6J4-CK10706-25			2025-11-05	55	1 EACH	\$2.44	\$0.00	\$50.05	\$0.00	\$50.05
<b>Part Description:</b> Wiring, horn and siren circuit											
<b>Tech Description:</b> Wiring, horn and siren circuit											
<b>Serials:</b>											
15	BTV-CK10706-25			2025-11-05	300	1 EACH	\$13.33	\$0.00	\$273.00	\$0.00	\$273.00
<b>Part Description:</b> Remote start											
<b>Tech Description:</b> Remote start											
<b>Serials:</b>											
16	PQA-CK10706-25			2025-11-05	825	1 EACH	\$36.65	\$0.00	\$359.45	\$0.00	\$359.45









#	Part #	Cust Part	Ship Via	Dock Date	MSRP	Qty	Base Price	Discount	Unit Price	Tax	Ext. Price
<b>Serials:</b>											
43	ISDD			2025-11-05	63	6 EACH	\$2.80	\$0.00	\$34.02	\$0.00	\$204.12
<b>Part Description:</b> Red / White DUO™ Lighthead for FST™ and RST™, For WeCan® Ser											
<b>Tech Description:</b> Red / White DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray											
<b>Serials:</b>											
44	C399			2025-11-05	1411	1	\$62.69	\$0.00	\$761.94	\$0.00	\$761.94
<b>Part Description:</b> CenCom Core Amplifier Control Module, Flashing Outputs, Includes 3 WeCanX™ Ports, and Controls up to 99 Devices/Remote Modules, Control Heads Purchased Separately											
<b>Tech Description:</b>											
<b>Serials:</b>											
45	C399SP			2025-11-05	189	1	\$8.40	\$0.00	\$102.06	\$0.00	\$102.06
<b>Part Description:</b> SCANport KIT FOR C399											
<b>Tech Description:</b>											
<b>Serials:</b>											
46	CCTL6			2025-11-05	473	1 EACH	\$21.01	\$0.00	\$255.42	\$0.00	\$255.42
<b>Part Description:</b> CenCom Core Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob, Manual, Airhorn Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable											
<b>Tech Description:</b> CenCom Core Includes 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob, Manual, Airhorn Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable											
<b>Serials:</b>											
47	CV2V			2025-11-05	371	1 EACH	\$16.48	\$0.00	\$200.34	\$0.00	\$200.34
<b>Part Description:</b> VEHICLE TO VEHICLE MODULE FOR CORE											
<b>Tech Description:</b> VEHICLE TO VEHICLE MODULE FOR CORE											
<b>Serials:</b>											
48	LABOR			2025-11-05	1	16	\$92.50	\$0.00	\$92.50	\$0.00	\$1,480.00
<b>Part Description:</b> LABOR FOR INSTALLATION OR REPAIRS TO VEHICLES											
<b>Tech Description:</b>											
<b>Serials:</b>											
49	TCRWX5			2025-11-05	1173	2 EACH	\$52.11	\$0.00	\$633.42	\$0.00	\$1,266.84

#	Part #	Cust Part	Ship Via	Dock Date	MSRP	Qty	Base Price	Discount	Unit Price	Tax	Ext. Price
<b>Part Description:</b> 5 LAMP WECANX TRACER											
<b>Tech Description:</b> 5 LAMP WECANX TRACER											
<b>Serials:</b>											
50	TCRWXSE			2025-11-05	59	4 EACH	\$2.62	\$0.00	\$31.86	\$0.00	\$127.44
<b>Part Description:</b> WECANX TRACER LIGHTHEAD											
<b>Tech Description:</b> WECANX TRACER LIGHTHEAD											
<b>Serials:</b>											
51	TCRWXSD			2025-11-05	59	4 EACH	\$2.62	\$0.00	\$31.86	\$0.00	\$127.44
<b>Part Description:</b> WECANX TRACER LIGHTHEAD											
<b>Tech Description:</b> WECANX TRACER LIGHTHEAD											
<b>Serials:</b>											
52	TCRWXPD			2025-11-05	59	2 EACH	\$2.62	\$0.00	\$31.86	\$0.00	\$63.72
<b>Part Description:</b> WECANX TRACER LIGHTHEAD											
<b>Tech Description:</b> WECANX TRACER LIGHTHEAD											
<b>Serials:</b>											
53	TCRB54A			2025-11-05	110	2 EACH	\$4.89	\$0.00	\$59.40	\$0.00	\$118.80
<b>Part Description:</b> 21+ TAHOE TRACER BRACKET											
<b>Tech Description:</b> 21+ TAHOE TRACER BRACKET											
<b>Serials:</b>											
54	PSJC3FCR			2025-11-05	238	2 EACH	\$10.57	\$0.00	\$128.52	\$0.00	\$257.04
<b>Part Description:</b> MEGA T-SERIES TRIO FLASHER RBW											
<b>Tech Description:</b> MEGA T-SERIES TRIO FLASHER RBW											
<b>Serials:</b>											
55	PSBKT90			2025-11-05	32	2 EACH	\$1.42	\$0.00	\$17.28	\$0.00	\$34.56
<b>Part Description:</b> whelen strip light 90 bracket											
<b>Tech Description:</b> whelen strip light 90 bracket											
<b>Serials:</b>											
56	LABOR			2025-	1	10	\$92.50	\$0.00	\$92.50	\$0.00	\$925.00





#	Part #	Cust Part	Ship Via	Dock Date	MSRP	Qty	Base Price	Discount	Unit Price	Tax	Ext. Price
<b>Tech Description:</b> Magnetic Mic Single Unit Ultimate EZ magnetic Mic with no clips use bulk pkg.											
<b>Serials:</b>											
70	C-ARM-101			2025-11-05	107	1 EACH	\$4.75	\$0.00	\$85.60	\$0.00	\$85.60
<b>Part Description:</b> Mounting Solutions====> Consoles====> Arm Rests====> ==>											
<b>Tech Description:</b> Mounting Solutions====> Consoles====> Arm Rests====> ==> Top mount arm rest											
<b>Serials:</b>											
71	C-EB40-CCS-1P			2025-11-05	37	1 EACH	\$1.64	\$0.00	\$29.60	\$0.00	\$29.60
<b>Part Description:</b> 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits											
<b>Tech Description:</b> 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRNC, CCSRNTA, MPC03											
<b>Serials:</b>											
72	LABOR			2025-11-05	1	4	\$92.50	\$0.00	\$92.50	\$0.00	\$370.00
<b>Part Description:</b> LABOR FOR INSTALLATION OR REPAIRS TO VEHICLES											
<b>Tech Description:</b>											
<b>Serials:</b>											
73	PRPSP5704T21A			2025-11-05	1199	1 EACH	\$53.27	\$0.00	\$929.59	\$0.00	\$929.59
<b>Part Description:</b> 21+ TAHOE SPACE SAVER PARTITION											
<b>Tech Description:</b> 21+ TAHOE SPACE SAVER PARTITION											
<b>Serials:</b>											
74	WB57NPT21			2025-11-05	340	1 EACH	\$15.11	\$0.00	\$272.00	\$0.00	\$272.00
<b>Part Description:</b> Pair, Steel Window Bars (for use with OEM Door Panels only )											
<b>Tech Description:</b> Pair, Steel Window Bars (for use with OEM Door Panels only )											
<b>Serials:</b>											
75	S5702T21OSB-R			2025-11-05	2535	1 EACH	\$112.62	\$0.00	\$2,028.00	\$0.00	\$2,028.00
<b>Part Description:</b> Charcoal Grey ABS, Standard Transport Seat w/ Poly Window Ca											
<b>Tech Description:</b> Charcoal Grey ABS, Standard Transport Seat w/ Poly Window Cargo Barrier, and Retractable Outboard Seatbelts											
<b>Serials:</b>											
76	CSF57T23			2025-	1648	1	\$73.21	\$0.00	\$1,318.40	\$0.00	\$1,318.40



#	Part #	Cust Part	Ship Via	Dock Date	MSRP	Qty	Base Price	Discount	Unit Price	Tax	Ext. Price
83	LABOR			2025-11-05		1	4	\$92.50	\$0.00	\$92.50	\$0.00 \$370.00
<b>Part Description:</b> LABOR FOR INSTALLATION OR REPAIRS TO VEHICLES											
<b>Tech Description:</b>											
<b>Serials:</b>											
84	LABOR			2025-11-05		1	16	\$92.50	\$0.00	\$92.50	\$0.00 \$1,480.00
<b>Part Description:</b> LABOR FOR INSTALLATION OR REPAIRS TO VEHICLES											
<b>Tech Description:</b>											
<b>Serials:</b>											
85	TRADE			2025-12-12	9999	1 EACH	\$9,999.00			\$-400.00	\$0.00 \$-400.00
<b>Tech Description:</b>											
<b>Tech Comments:</b> Dodge charger non running											
<b>Serials:</b>											
86	TRADE			2025-12-12	9999	1 EACH	\$9,999.00			\$-1,200.00	\$0.00 \$-1,200.00
<b>Tech Description:</b>											
<b>Tech Comments:</b> explorer running											
<b>Serials:</b>											
Freight: \$0.00											
Tax: \$0.00											
Total: \$77,737.30											

**Shipping Comments:**

Thank you for your business.

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

RESOLUTION #2026-52

Title: **AUTHORIZATION FOR WAIVER OF FEES IN ACCORDANCE WITH LOWER TOWNSHIP MUNICIPAL CODE 475-16, MEMORIAL BENCH DEDICATION PROGRAM, DUE TO EXCEPTIONAL CIRCUMSTANCES**

**WHEREAS**, pursuant to Lower Township Municipal Code § 475-16, the Township of Lower has established a memorial bench dedication program in order to allow members of the public to dedicate a municipal bench with a memorial plaque to honor deceased individuals and family members; and

**WHEREAS**, the Township of Lower has established an application process, requisite fee, and guidelines and procedures governing the memorial bench dedication program; and

**WHEREAS**, in accordance with § 475-16(A)(i), the Township Council of the Township of Lower, in its sole discretion, has the authority to waive the fee associated with the dedication of a memorial bench, on a case-by-case basis, upon a showing of exceptional circumstances; and

**WHEREAS**, the Township Council of the Township of Lower has received a request from the family of Frank Holland to dedicate a memorial bench in his name, to be located at Douglass Park, and has requested that the Township Council waive the fee associated with same; and

**WHEREAS**, the Township Council of the Township of Lower has reviewed this request and finds that exceptional circumstances exist warranting a waiver of the required fee in order to dedicate a memorial bench in Frank Holland's name, to be located at Douglass Park.

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the fee associated with the dedication of a memorial bench in Frank Holland's name at Douglass Park is hereby waived.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

*AMC  
WT*

MEMORIAL SPONSOR BENCH APPLICATION

Name: Peggy Holland

Mailing

Address: 202 Whildam Avenue

No. Cape May NJ 08204

Telephone: 609-425-0710 OR

Bench Location Requested: Douglass Park

Plaque inscription is limited to 4 rows @ 32 characters per row. Please note that punctuation is counted as a character. *Inscription Requested:*

Frank Holland

EVERY Sunset on this bay reminds

US OF YOUR LIFE, Laughter & LOVE

This Bud's For You!

Please include a check for the full amount of the bench and plaque in the amount of (\$1200.00) made out to Township of Lower at the time of the application.

Mail or deliver your application to Lower Township Department of Parks and Recreation, 2600 Bayshore Road, Villas, New Jersey 08251.

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

RESOLUTIUON #2026-53

Title: **APPOINTMENT TO THE ZONING BOARD**

**WHEARAS**, Roy Abrams, Jr. has tendered his letter of resignation from the Lower Township Planning Board, in compliance with NJSA 40:55D-23(a), and requested to be transferred to the Lower Township Zoning Board of Adjustment; and

**WHEREAS**, A vacancy exists on the Lower Township Zoning Board, Alternate Member #4; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following appointment be made to fill the vacant position:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Roy Abrams, Jr.	Alternate Member #4	January, 2028

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

To the Lower Township Council,

I, Ray Adams Jr, tender this letter as my resignation from the Lower Township Planning Board, in compliance with 40:55D-23(a).

I also use this same letter as my request to be transferred to the Lower Township Zoning Board of Adjustment.

Thank you for your time and consideration.

Ray Adams Jr

Ray Adams Jr

12/11/25

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

RESOLUTION #2026-54

Title: **APPOINTMENT TO THE PLANNING BOARD**

**WHEREAS**, A vacancy exists on the Lower Township Planning Board due to the resignation of Roy Abrams, Jr.; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following appointment be made to fill the vacant position:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Richard D. Roach, Jr.	Alternate Member #1	September, 2026

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

FOR TOWNSHIP USE ONLY

Res. # \_\_\_\_\_

Board/Comm./Auth. \_\_\_\_\_

REC'D NOV 13 '25

Term Exp. \_\_\_\_\_

Replaced \_\_\_\_\_ or Reappointed

TOWNSHIP OF LOWER  
CITIZEN LEADERSHIP FORM

NAME Richard D. Roach Jr.

CITY AND STATE Cape May, NJ

YEARS OF RESIDENCY IN TOWNSHIP 45 OCCUPATION Real Estate Agent

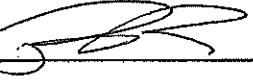
Please number in order of preference which ones you wish to be considered for.

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

Municipal Utilities Authority  
 Planning Board  
 Recreation Advisory Board  
 Zoning Board of Adjustment

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

Lower Twp K-12  
Monmouth University Bachelors in Business  
Optimist Club member  
Real Estate Agent Since 2002  
Owner of the Powers Group Vacation Rentals

Date: 11/13/25 Signature: 

(VALID FOR ONE YEAR FROM DATE OF RECEIPT)

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

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

RESOLUTION #2026-55

Title: A RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP FIRE DISTRICT # 3

WHEREAS, the Township of Lower believes it is in the best interest of the residents of the Diamond Beach Area of Lower Township to provide additional fire services through an inter-local service agreement; and

WHEREAS, Lower Township Fire District # 3 has agreed to provide the services and the Township of Lower has agreed to pay Fire District # 3 a yearly amount for said service as follows:

2026	\$ 23,750
2027	\$ 24,442
2028	\$ 25,032

WHEREAS, each year of said agreement, the CFO will certify that sufficient funds will be available in the that current year's budget; and

WHEREAS, the CFO has determined sufficient funds will be available in the current (2026) budget as follows:

Appropriation: 01-25-260-273

Signature:   
James Craft, CFO

WHEREAS, the Agreement is authorized by N.J.S.A. 40:8A-1 et seq.

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 and directed to execute this Agreement.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

RESOLUTION #2026-56

Title: **A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING TO TRIAD ADVISORY SERVICES, INC. TO PROVIDE CONSULTING SERVICES IN CONNECTION WITH THE PURSUIT OF FEDERAL, STATE, REGIONAL, AND FOUNDATION GRANTS AND/OR FINANCIAL RESOURCES**

WHEREAS, the Township of Lower has a need to acquire/retain the services of a consultant to assist the Township with the pursuit of financial resources for capital, infrastructure, programmatic and related needs, and desires to authorize this appointment using a non-fair and open contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, Triad Advisory Services, Inc. has submitted a proposal to serve as a consultant to the Township of Lower at a rate set forth in the attached proposal; not to exceed \$10,000.00; and

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

Appropriation #: Capital Ordinance

CFO Signature:   
James Craft, CFO

WHEREAS, Triad Advisory Associates, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political candidate or committee in the Township of Lower in the previous year, and that the contract will prohibit them from making any reportable contributions during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a professional services contract without public bidding be awarded to Triad Advisory Services, Inc. to serve as a consultant to the Township of Lower in connection with the pursuit of financial resources for capital, infrastructure, programmatic and related needs at the rate attached hereto; for a total price not to exceed \$10,000.00 for the year.

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certification and the Determination of Value be placed on file with this Resolution.

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

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

## PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made December 15, 2025, between **TRIAD ADVISORY SERVICES, INC.** (trading as **TRIAD ASSOCIATES**), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and **TOWNSHIP OF LOWER**, 2600 Bayshore Road, Villas, New Jersey 08251 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A – Project Description and Scope of Services" (the "Services"), attached and made a part of this Agreement, for the term January 1, 2026, through December 31, 2026, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to properly render the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence, and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the **STATE OF NEW JERSEY**.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations, and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B – Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
  - a. Principal's nonpayment of compensation as required by Exhibit B;
  - b. Principal's failure to pay invoices within 45 days of receipt;
  - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement. In the event that Consultant is successful in obtaining a judgment against Principal, the Principal shall also be responsible for the Consultant's legal fees and costs related to the collection action.
17. Except to the extent caused by the negligence or willful misconduct of Consultant, Principal shall indemnify, defend and hold Consultant, its principals, officers, directors, employees and agents harmless against and from all losses which may be imposed upon, incurred by or asserted against Consultant by any third party and arising out of or in connection with bodily injury or property

damage resulting from (a) force majeure, (b) acts of third parties, (c) the acts or omissions (including violations of Law) of Principal, or (d) any matter not within the reasonable control of Consultant.

18. The chief financial officer (or equivalent) of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
19. A resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
20. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
21. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
22. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360	TOWNSHIP OF LOWER 2600 Bayshore Road Villas, New Jersey 08251
Attn: Carolyn P. Zumpino President	Attn: Michael Laffey Township Manager

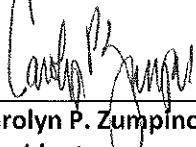
or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.

[SIGNATURE PAGE FOLLOWS]

The Consultant and Principal executed this Agreement as of the date first above written.

Monica Marin  
Witness

TRIAD ASSOCIATES

  
Carolyn P. Zumpino  
President

Date: December 15, 2025

TOWNSHIP OF LOWER

Witness

By:

Date:

**BILLING CONTACT INFORMATION:**

Triad Associates will submit all invoices associated with this Agreement to the Principal's designated department staff member identified below.

*Please Print*

Name/Title:

Billing Address:

Email Address:

Phone No.

Fax No.

**CERTIFICATION OF FUNDS**

I am the Chief Financial Officer (or equivalent) for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Signature

Date

Print Name & Title

## EXHIBIT A

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated December 15, 2025, between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF LOWER** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

**PROJECT DESCRIPTION:** Principal has a need for Consultant to pursue financial resources for capital, infrastructure, programmatic and related needs of the Principal. Consultant shall (1) recommend federal, state, regional and foundation grant and/or financing resources and/or programs available to meet Principal's needs, (2) apply for the applicable programs upon Principal's approval of Consultant's recommendations, and (3) other services as authorized.

**SCOPE OF SERVICES:** The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities, which are broken down into tasks:

- Task 1:** Conduct grants investigation, research and evaluation.
- Task 2:** Preliminary program and financial analysis and strategy development, informal and formal communications with prospective funding agencies, development of project profiles and other descriptive documents outlining proposed projects with the purpose of securing an invitation to apply for funding. This task shall also include negotiations with other municipal, county and regional agencies, foundations and the private sector to the extent necessary to carry forth the development goals of the Principal. This includes attending meetings when necessary, and providing sufficient support for all services required by the Principal.
- Task 3:** Preparation of pre-application and/or application documents as specified by and required for submission to state, federal and regional agencies and foundations/philanthropies.
- Task 4:** Provision of program implementation and project administrative services in order to ensure that programs approved are carried out in accordance with contractual terms and conditions and in compliance with all applicable federal and/or state statutes, regulations and executive orders, etc.
- Task 5:** Special technical support services including, but not limited to, planning and implementation strategies, innovative financing strategies, economic development initiatives, Project and Funding Matrices, objective/third party review with recommendations of applications prepared in-house by the Principal, and other services supporting the overall objectives of the Principal.
- Task 6:** As a value-added service, Triad can prepare a wide range of media materials including press releases concerning successful applications, media advisories, weekly columns and more.

## EXHIBIT B

### COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated December 15, 2025, between **TRIAD ASSOCIATES** ("Consultant"), and **TOWNSHIP OF LOWER** ("Principal").

Principal agrees to pay the Consultant as follows:

**COMPENSATION:** The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- Task 1 of Exhibit A shall be conducted by the Consultant without charge.
- Services under Task 2, will be provided on an hourly basis in accordance with Exhibit C.
- For services under Tasks 3 and 4 of Exhibit A, the amount shall be determined based on the specific program or project for which state, federal, regional or other funds are derived. An estimate of cost will be provided by Consultant for preparation of required application(s) for review and authorization by the Principal.
- For services under Tasks 5 and 6 of Exhibit A, the amount shall be determined based on the specific program or project identified and or requested by the Principal. An estimate of cost will be provided by Consultant for review and authorization by the Principal.

**METHOD OF PAYMENT:**

- For Task 2: Consultant shall provide an invoice commensurate with the level of work completed.
- For Tasks 3, 4, 5 or 6: Consultant shall provide an Authorization to Proceed letter to Principal, which stipulates the cost for services. Upon receipt of the executed Authorization to Proceed letter from Principal, Consultant shall provide the services and Invoice accordingly.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Bldg. 3A, Vineland, NJ 08360

**UNSPECIFIED TECHNICAL SERVICES:** For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff. Our current hourly rates are shown on Exhibit C.

**OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES:** Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

**COPIES:** Consultant shall provide the appropriate number of copies of applications/study/ work product necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application, study or final work product for the Principal's file.

## EXHIBIT C

### HOURLY RATE CHART

**HOURLY RATES:** The following chart includes the hourly rates that are effective as of the signing of this Agreement. These rates are subject to change annually. Services provided on an hourly basis will be invoiced at the hourly rate effective at the time of service. These rates include all clerical and related expenses.

STAFF CATEGORY	RATE
Chief Executive Officer	\$250 per hour
President/Vice President/COO/Technical Specialist	\$225 per hour
Senior Associate	\$185 per hour
Associate	\$160 per hour
Junior Associate	\$145 per hour

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

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

RESOLUTION #2026-57

Title: **A RESOLUTION AMENDING RESOLUTION #2025-405 AUTHORIZING THE TRANSFER OF FIREARMS NO LONGER NEEDED TO A LICENSED FIREARMS DEALER FOR PRIVATE SALE**

**WHEREAS**, on December 15, 2025, the Township Council of The Township of Lower adopted Resolution #2025-405 authorizing the transfer and sale of certain firearms, and it has been determined that an amendment is necessary to accurately reflect the serial numbers of the firearms in question so that they can be legally transferred and sold; and

**WHEREAS**, as outlined in Resolution #2025-405, the Township of Lower determined that one (1) Glock, Model 45, 9mm handgun with three (3) magazines, Serial No. Z0K050106, and one (1) Sig Sauer, Model: M-400 rifle, 16" barrel, Serial No. CGKB781, were no longer needed for public use by the Lower Township Police Department; and

**WHEREAS**, the Township requested and obtained an estimate as to the fair market value of the firearms from United Uniforms, an authorized firearms dealer located in Rio Grande, New Jersey, a copy of which is attached; and

**WHEREAS**, N.J.S.A. 40A:11-36 permits a municipality to sell, by private sale, personal property no longer needed for public use, when the fair value of the property to be sold does not exceed the applicable bid threshold; and

**WHEREAS**, N.J.S.A. 2C:58-2 regulates the sale of firearms within the State of New Jersey and requires that firearms be sold exclusively through a licensed gun dealer; and

**WHEREAS**, in order to facilitate the sale of one (1) Glock, Model 45, 9mm handgun with three (3) magazines, Serial No. 20K050106, for the estimated value of \$350.00, and one (1) Sig Sauer, Model M-400 rifle, 16" barrel, Serial No. CGKB781, Lower Township Fixed Asset #4024, for the estimated value of \$205.00, to Lower Township Police Chief Kevin Lewis, who retired on December 31, 2025, the Township shall transfer the firearms to United Uniforms, and the Township shall receive a credit in the total amount of \$555.00 on its Police Department Equipment Account;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the transfer of the firearms identified herein to United Uniforms, and the sale of the firearms identified by Serial No. 20K050106, and Serial No. CGKB781, Lower Township Fixed Asset #4024, to Police Chief Kevin Lewis for the amount of \$555.00, to be received in the form of a credit in the total amount of \$555.00, is hereby authorized.

**BE IT FURTHER RESOLVED** that said firearms shall be removed from the Lower Township Fixed Asset Inventory.

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

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

RESOLUTION #2026-58

Title: **AUTHORIZATION FOR THE PAYMENT OF VOUCHERS**

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
AMERIHEALTH	#8244	JANUARY 2026 BENEFITS	\$425,520.84
NATIONAL AUTO FLEET GROUP	#8245	DPW VEHICLES	\$170,603.04

<b>TOTAL MANUAL CHECKS:</b>	<b>\$596,123.88</b>
<b>TOTAL COMPUTER GENERATED:</b>	<b>\$299,998.00</b>
<b>TOTAL BILL LIST:</b>	<b>\$896,121.88</b>

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

Resolution # 2026-58

Page: 1

Lower Township  
Bill List By Vendor Id

12/31/2025

11:21 AM

Ranges		Item Status	Purchase Types	Misc		
<i>Range: First to Last Rcvd Batch Id Range: First to Last</i>		<i>Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y</i>	<i>Bid: Y State: Y Other: Y Exempt: Y</i>	<i>P.O. Type: All Include Project Line Items: Yes Format: Condensed Include Non-Budgeted: Y Vendors: All</i>		
Vendor #	Name					
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract
00007 25-03266	12/09/25	ACME MARKETS, INC.* SAFETY LUNCHEON DESSERT	Open	\$1,023.84	\$0.00	
00028 25-03199	12/04/25	ACTION SUPPLY* CONCRETE DIAMOND BEACH/DPW	Open	\$761.25	\$0.00	
00055 25-03413	12/29/25	LARRY AKINS MEDICAL CLAIMS	Open	\$266.63	\$0.00	
00153 25-03181	12/02/25	ATLANTIC CITY ELECTRIC* NOV ELECTRIC PROJECTED	Open	\$25,204.93	\$0.00	
00179 25-03317	12/12/25	AVERY TEITLER PB RES VOUCHERS & SOL SALARY	Open	\$3,102.00	\$0.00	
00419 25-03228	12/04/25	RICHARD M BRASLOW, ESQ FS Legal services 5.9 hours	Open	\$1,622.50	\$0.00	
00611 25-03256	12/09/25	COUNTY OF CAPE MAY (FUEL) ENCUMBERED NOV/DPW	Open	\$18,562.51	\$0.00	
00651 25-03259	12/09/25	MUNICIPAL UTIL AUTH DUMP FEES ENCUMBERED DISPOSAL FEE/NOV	Open	\$56,598.37	\$0.00	
00739 25-03410	12/24/25	CAPE MAY VETERINARY HOSPITAL MISSED INVOICE 8/1/2025	Open	\$6.55	\$0.00	
00784 25-03372	12/19/25	CAPE MAY STAR & WAVE LEGAL PUBLICATION 12/10/25	Open	\$42.50	\$0.00	
25-03392	12/24/25	2026 mtg advertisement	Open	\$14.00	\$0.00	
25-03420	12/29/25	LEGAL NOTICE 12/11/25	Open	\$28.50	\$0.00	
25-03431	12/30/25	LEGAL NOTICE 12/23/25	Open	\$94.00	\$0.00	
			Vendor Total:	\$179.00		
00825 25-03207	12/04/25	COMCAST INTERNET COMCAST TV & INTERNET EST.	Open	\$1,745.04	\$0.00	
01200 25-03440	12/30/25	DELTA DENTAL PLAN OF NJ DEC 2025 DENTAL ADMIN	Open	\$1,442.10	\$0.00	
01389 25-03354	12/18/25	EDDIE'S AUTO BODY WHEEL ALIGNMENT/DPW	Open	\$289.90	\$0.00	
01450 25-03334	12/16/25	ERMA DELI THANK YOU DINNER RAB	Open	\$220.71	\$0.00	
01638		WILLIAM J. GALESTOK				

Vendor #	Name			Amount Due			
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01638		WILLIAM J. GALESTOK	<i>Account Continued</i>				
25-03409	12/24/25	SHOE ALLOWANCE REIMBURSEMENT	Open	\$200.00	\$0.00		
01653		GENTILINI FORD ~					
25-02197	08/13/25	RES 25-274 (2)FORD INTERC PPV	Open	\$97,751.80	\$0.00		
01690		GRANTURK EQUIPMENT CO*					
25-03361	12/18/25	PARTS /DPW	Open	\$1,253.86	\$0.00		
01741		GENTILINI CHEVROLET, LLC ~					
25-03364	12/18/25	PARTS /DPW	Open	\$1,687.46	\$0.00		
01864		JONAS PIZZA, LLC ~					
25-03324	12/16/25	PIZZA FOR NYE EVENT	Open	\$410.00	\$0.00		
02134		THOMAS KEYWOOD					
25-03416	12/29/25	MEDICAL CLAIMS	Open	\$108.00	\$0.00		
02140		KINDLE FORD LINC/MERC., INC.*					
25-03360	12/18/25	PARTS FOR VEHICLES/DPW	Open	\$944.00	\$0.00		
02223		LANDSMAN UNIFORMS*					
25-01198	05/12/25	UNIFORMS	Open	\$4,916.00	\$0.00		
02247		LAWSON PRODUCTS, INC. ~					
25-03349	12/18/25	SUPPLIES/DPW	Open	\$699.54	\$0.00		
02334		LOWER TWP CHAMBER OF COMMERCE					
25-03275	12/09/25	Luncheon 12/11/2025	Open	\$90.00	\$0.00		
02777		RR DONNELLEY*					
25-02601	10/01/25	Safety Paper	Open	\$213.00	\$0.00		
02811		JAMES MOY					
25-03351	12/18/25	MEIDCAL CLAIMS	Open	\$115.49	\$0.00		
03001		STATE TOXICOLOGY LABORATORY*					
25-03303	12/10/25	RANDOM & APPLICANT DRUG TESTS	Open	\$610.00	\$0.00		
03021		NJ MOTOR VEHICLE COMMISION					
25-03432	12/30/25	TITLE & REG FOR 2 INTERCEPTORS	Open	\$120.00	\$0.00	PC1	
03158		NAYS					
24-02863	10/31/24	RENEWAL COACHES- WRESTLING	Open	\$120.00	\$0.00		
25-03299	12/10/25	RE-CERT-COACHES FOR BASKETBAL	Open	\$100.00	\$0.00		
			Vendor Total:	\$220.00			
03280		PARAMOUNT SANITARY SUPPLY ~					
25-03331	12/16/25	SUPPLIES FOR BUILDINGS	Open	\$1,384.90	\$0.00		
03293		BLAINE PAYNTER					
25-03414	12/29/25	MEDICAL CLAIMS	Open	\$44.15	\$0.00		

Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
P.O. #	PO Date	Description					
03347		DAVID PERRY					
25-03415	12/29/25	RETIRED HEALTH/RX INS	Open	\$1,850.00	\$0.00		
03387		POGUE INC. *					
25-03267	12/09/25	PRE EMPLOYMENT TEST/DPW	Open	\$450.00	\$0.00		
03518		RIGGINS, INC.*					
25-03314	12/12/25	OFF HIGHWAY DIESEL/DPW	Open	\$64.09	\$0.00		
25-03411	12/24/25	OFF ROAD DIESEL/DPW	Open	\$443.27	\$0.00		
			Vendor Total:	<b>\$507.36</b>			
03692		SOUTH JERSEY GAS CO*					
25-03212	12/04/25	NOVEMBER GAS ENCUMBER	Open	\$11,710.64	\$0.00		
03820		MUNICIPAL UTIIL. AUTH ON CALL					
25-03313	12/12/25	REIMBURSEMENT HALF TOTAL BILL	Open	\$332.65	\$0.00		
03844		GIACOMO TROMBETTA					
25-03412	12/29/25	MEDICAL REIMBURSEMENT	Open	\$21.00	\$0.00		
03899		UPS					
25-03302	12/10/25	SHIPPING URINE TO STATE LAB	Open	\$91.28	\$0.00	PC1	
03904		LOWE'S HOME CENTER INC*					
25-03223	12/16/25	CHRISTMAS LIGHTS	Open	\$105.35	\$0.00		
25-03325	12/16/25	CHRISTMAS SUPPLIES FOR FLOAT	Open	\$110.10	\$0.00		
			Vendor Total:	<b>\$215.45</b>			
03935		STAPLES BUSINESS ADVANTAGE*					
25-03301	12/10/25	FS office chairs x2	Open	\$615.00	\$0.00		
04075		BARBER CONSULTING SERVICES LLC					
25-03332	12/16/25	NEW ADMIN LAPTOPS SETUP	Open	\$517.50	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
25-03315	12/12/25	FIRST AID SUPPLIES/DPW	Open	\$55.16	\$0.00		
25-03371	12/19/25	BOCA FIRST AID SUPPLIES	Open	\$55.29	\$0.00		
25-03406	12/24/25	COURT CABINET SERVICE 12/25	Open	\$23.81	\$0.00		
25-03433	12/30/25	PD SAFETY CABINET STOCK 12/23	Open	\$34.91	\$0.00		
			Vendor Total:	<b>\$169.17</b>			
04300		WB MASON CO INC*					
25-03328	12/16/25	10 BOXES OF PAPER- TOWNHALL	Open	\$295.38	\$0.00		
04301		SEASHORE ASPHALT CORPORATION*					
25-01217	05/13/25	ASPHALT FOR ROADWAYS	Open	\$321.75	\$0.00	B	
6063		CAPE MINING & RECYCLING, LLC*					
25-03352	12/18/25	CONCRETE/DPW	Open	\$36.60	\$0.00		
6074		CAPE ATLANTIC JUNIOR FOOTBALL					

Vendor #	Name							
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type	
6074	CAPE ATLANTIC JUNIOR FOOTBALL			Account Continued				
25-03298	12/10/25	6TH & 8TH GRADE SHOWCASE JERSE	Open	\$270.00			\$0.00	
7079	SUBURBAN PROPANE L P*							
25-03326	12/16/25	FREEMAN DOUGLASS PARK	Open	\$1,133.79			\$0.00	
25-03438	12/30/25	FREEMAN DOUGLASS PARK	Open	\$729.36			\$0.00	
				<b>Vendor Total:</b>			<b>\$1,863.15</b>	
7216	THE ZONE GROUP, LLC.							
25-03330	12/16/25	BAND FOR ROTARY PARADE	Open	\$1,000.00			\$0.00	
7310	CORELOGIC REAL ESTATE TAX SER							
25-03234	12/04/25	B-494.34 L-11 FRANKENFIELD	Open	\$448.49			\$0.00	
7384	JORDAN SAINI							
25-03421	12/30/25	VISION REIMBURSEMENT	Open	\$83.05			\$0.00	
25-03422	12/30/25	VISION REIMBURSEMENT	Open	\$150.43			\$0.00	
25-03423	12/30/25	VISION REIMBURSEMENT	Open	\$591.98			\$0.00	
25-03424	12/30/25	VISION REIMBURSEMENT	Open	\$364.40			\$0.00	
				<b>Vendor Total:</b>			<b>\$1,189.86</b>	
7501	ACTION UNIFORM CO LLC*							
24-03484	12/24/24	HONOR GUARD UNIFORMS	Open	\$6,462.00			\$0.00	
7751	HOFFMAN'S EXTERMINATING							
25-00938	04/10/25	PEST CONTROL/CANAL PARK-YEARLY	Open	\$132.60			\$0.00	
25-00939	04/10/25	PEST AGREEMENT-FREEMAN DOUGL	Open	\$78.75			\$0.00	
				<b>Vendor Total:</b>			<b>\$211.35</b>	
7773	JOE REMENTER							
25-03350	12/18/25	VISION REIMBURSEMENT	Open	\$950.99			\$0.00	
7820	DEBLASIO & ASSOCIATES, P.C							
25-03319	12/12/25	PB ENGINEER VOUCHERS	Open	\$3,072.01			\$0.00	
7929	AMAZON CAPITAL SERVICES, INC ~							
25-03203	12/04/25	SAFETY LUNCHEON	Open	\$661.86			\$0.00	
25-03262	12/09/25	RATCHET HEAD SERVICE KIT	Open	\$44.00			\$0.00	
25-03281	12/09/25	OFFICE SUPPLIES 12/8/25	Open	\$83.68			\$0.00	
25-03286	12/09/25	BOCA/P&Z OFFICE SUPPLIES	Open	\$196.95			\$0.00	
25-03304	12/10/25	SAFETY WINTER JACKETS	Open	\$1,448.07			\$0.00	
25-03306	12/10/25	TREASURE SUPPLIES	Open	\$311.39			\$0.00	
25-03316	12/12/25	COMPRESSOR,WATER & BALLOONS	Open	\$447.16			\$0.00	
25-03327	12/16/25	INOKRAFT GARAGE HEATER	Open	\$189.99			\$0.00	
25-03329	12/16/25	COUNTY PARTS/IPHONE ITEMS	Open	\$508.08			\$0.00	
25-03335	12/16/25	GOTHIC CHRISTMAS CARDS	Open	\$16.99			\$0.00	
25-03395	12/24/25	OFFICE SUPPLIES/KIT RESTOCK	Open	\$268.54			\$0.00	
				<b>Vendor Total:</b>			<b>\$4,176.71</b>	
8175	INTEGRITY INTERPRETING LLC							
25-03408	12/24/25	COURT INTERPRETING 11/2025	Open	\$173.25			\$0.00	

Vendor #	Name			Bill List By Vendor Id			
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8175		INTEGRITY INTERPRETING LLC	<i>Account Continued</i>				
8460 25-03353	12/18/25	RE BUSINESS SOLUTIONS ~ REPAIR/TIME/DPW	Open	\$459.00	\$0.00		
8517 25-03394	12/24/25	STEWART BUSINESS SYSTEMS * FS 10.25-12.25 printer	Open	\$113.85	\$0.00		
8679 25-03297	12/10/25	CANON SOLUTIONS AMERICA INC* CW3600 12-01/11-30 LG FORMAT	Open	\$5,295.04	\$0.00		
8849 25-03398	12/24/25	HORNER ENTERPRISES LLC NEW YEARS EVE - RES#2025-414	Open	\$3,999.00	\$0.00		
9127 25-03321	12/16/25	JR. TIGERS WRESTLING CLUB 2025-2026 LEAGUE FEES	Open	\$770.00	\$0.00		
9166 25-00269	01/27/25	REMINGTON & VERNICK ENG II INC RES 2025-79 ROOFING TOWNHALL	Open	\$1,980.00	\$0.00		
9212 25-03196	12/04/25	OMG NATIONAL LTPD PENCILS FOR EVENTS	Open	\$232.30	\$0.00		
9216 25-03419	12/29/25	ATLANTICARE REGIONAL MEDICAL 2ND YEAR SEPT TO DEC 10K MONTH	Open	\$20,000.00	\$0.00		
9279 25-03018	11/12/25	MUNICIPAL EMERGENCY SERVICES GOLD NAME & POLICE PANELS	Open	\$37.00	\$0.00		
9296 25-03369	12/18/25	ALTEK BUSINESS SYSTEMS INC KYOCERA DETECTIVES 12/15- 1/14	Open	\$32.25	\$0.00		
9314 25-03205	12/04/25	WILD ISLAND MEDIA ART CLASSES- NEW YEARS EVE	Open	\$900.00	\$0.00		
9391 25-03210	12/04/25	IRON MOUNTAIN INCORPORATED SHREDDING NOV. ENCUMBER	Open	\$386.07	\$0.00		
9445 25-03269	12/09/25	TWIN ROCKS WATER ENCUMBER FUNDS PD WATER DEC.	Open	\$109.00	\$0.00		
25-03277	12/09/25	FS water 12.01.25	Open	\$9.98	\$0.00		
25-03407	12/24/25	COURT WATER DELIVERY 11/2025	Open	\$29.98	\$0.00		
			Vendor Total:	\$148.96			
9449 25-02208	08/14/25	LATE-NITE SOUND CO. LLC SOUND TECH FOR BAND	Open	\$750.00	\$0.00		
9453 25-03188	12/04/25	CAPITAL ONE TRADE CREDIT MONTHLY- NOVEMBER '25	Open	\$289.09	\$0.00		
25-03219	12/04/25	BACK PACK BLOWER	Open	\$549.99	\$0.00		
			Vendor Total:	\$839.08			

Vendor #	Name		Status	Amount	Void Amount	Contract	PO Type
P.O. #	PO Date	Description					
9463 25-03390	12/24/25	AT&T ENTERPRISES, LLC FS AT&T 11.25 invoice	Open	\$109.23	\$0.00		
9466 25-03348	12/18/25	MAJESTIC OIL COMPANY INC GAS/DPW	Open	\$320.76	\$0.00		
9488 25-03296	12/10/25	KELSEY BROWN FERRY MERRY - SINGER	Open	\$500.00	\$0.00		
9492 25-03426	12/30/25	JAMES PEOPLE B-510 L-2.10	Open	\$661.93	\$0.00		
BOSNA 25-03309	12/12/25	KAREN MANETTE BOSNA YOGA- NOVEMBER '25	Open	\$110.00	\$0.00		
CMCHE005 25-03393	12/24/25	CMC HERALD 2026 meeting dates	Open	\$39.30	\$0.00		
G-ERM 25-03231	12/04/25	ERMA DELI SAFETY LUNCHEON	Open	\$1,067.00	\$0.00		
MSBROWN 25-03401	12/24/25	MS BROWN CHIEF LEWIS RETIREMENT PLAQUE	Open	\$92.00	\$0.00		
PRINCE 25-03322	12/16/25	STEPHEN PRINCE JR FALL SOCCER OFFICIAL	Open	\$1,050.00	\$0.00		
SEAGE 25-03011	11/12/25	SEAGEAR MARINE SUPPLY* C.Fox uniform boots	Open	\$123.96	\$0.00		
25-03039	11/14/25	C.Fox uniform jacket	Open	\$89.99	\$0.00		
25-03232	12/04/25	C. Fox uniforms	Open	\$535.00	\$0.00		
25-03311	12/12/25	GLOVES/RAINGEAR BY CONTRACT	Open	\$611.16	\$0.00		B
				Vendor Total:	\$1,360.11		

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Total Purchase Orders: 111 Total P.O. Line Items: 0 Total List Amount: \$299,998.00 Total Void Amount: \$0.00

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

RESOLUTION #2026-59

Title: AUTHORIZATION FOR THE PAYMENT OF 2026 VOUCHERS

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Cape Mediation Services, Inc	2026 Mediation Services	\$3,970.26
Cape Assist	2026 EAP	\$3,759.00
Barber Consulting Services LLC	2026 MIS Services	\$17,500.00
Edmunds & Associates	2026 Software Maintenance	\$26,197.52
NJ Division of Employer Acct	4 <sup>th</sup> QTR Unemployment 2024	\$4,615.00
Donald Vanaman	2026 Petty Cash	\$550.00
Georgia Dougherty	2026 Petty Cash	\$100.00

**TOTAL: \$56,691.78**

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

I, Karen S. Fournier, Deputy 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 January 5, 2026.

Karen S. Fournier, Deputy Township Clerk

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

**ORDINANCE #2026-01**

**BOND ORDINANCE PROVIDING FOR SUPPLEMENTAL FUNDING FOR THE CONSTRUCTION OF A PUBLIC WORKS BUILDING AND RELATED IMPROVEMENTS, BY AND IN THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$1,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,425,000 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 \$1,500,000, said sum being inclusive of \$75,000 as the amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* (the "Local Bond Law"). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,500,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$1,425,000 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 \$1,425,000 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 supplemental funding for the construction of a Public Works Building and related improvements; 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 \$1,425,000.

(c) The estimated cost of said improvement or purpose is \$1,500,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment for said improvement or purpose in the amount of \$75,000.

**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 30 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 \$1,425,000 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 \$300,000 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:** January 5, 2026

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Thomas Conrad, Councilman

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KAREN FOURNIER, RMC  
Deputy Clerk of the Township of Lower

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Joseph Wareham, Councilman

**ADOPTED ON SECOND READING**  
**DATED:** January 19, 2026

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Roland Roy, Councilman

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KAREN FOURNIER, RMC  
Deputy Clerk of the Township of Lower

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Kevin Coombs, Deputy Mayor

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

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Frank Sippel, Mayor

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FRANK SIPPEL, Mayor

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

ORDINANCE #2025-24

Title: **AN ORDINANCE AMENDING CHAPTER 475, PARKS AND RECREATION AREAS, OF THE CODE OF THE TOWNSHIP OF LOWER, TO ENACT ARTICLE V, YOUTH SPORTS VOLUNTEER BACKGROUND CHECKS, TO CODIFY EXISTING CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS FOR RECREATION EMPLOYEES AND VOLUNTEERS ASSISTING WITH YOUTH SPORT PROGRAMS**

**WHEREAS**, the Township Council of the Township of Lower strives to ensure that the Township is providing the safest possible recreation programs for the Township's youth; and

**WHEREAS**, the Township of Lower requires that all employees and volunteers of recreational, athletic, cultural, charitable, social, or other activities, services, or programs for persons younger than 18 years of age, sponsored or co-sponsored by the Township of Lower or in connection with the Township of Lower Recreation Department, or any other youth-serving organizations, who have regular supervised or unsupervised access to minors involved in such programs, be required to submit to criminal history background checks; and

**WHEREAS**, the Township of Lower requires that all employees and volunteers seeking to assist youth programs utilizing municipal facilities, and all programs that are funded or supported by the Township of Lower, in whole or in part (including, but not limited to baseball, softball, soccer, wrestling, football, basketball, etc.), be subjected to criminal history background checks as a condition of using municipal facilities; and

**WHEREAS**, P.L. 1999, Chapter 432 (N.J.S.A. 15A:3A-1 et seq.) authorizes and provides for criminal history record background checks of employees and volunteers of non-profit youth-serving organizations as defined in said statute; and

**WHEREAS**, N.J.S.A. 15A:3A-1 permits non-profit youth-serving organizations to request the New Jersey State Police to perform criminal background checks on current and prospective employees or volunteers, in order to check the criminal histories of those employees or volunteers who have direct contact with minors, in order to eliminate those with convictions for certain crimes and disqualify prospective employees and volunteers who have been convicted of certain offenses; and

**WHEREAS**, P.L. 2003, Chapter 199, Section 34 (N.J.S.A. 40:48-1.4) provides that a municipality may enact an ordinance permitting an authorized municipal official or officer to request a criminal history record background check of any person for an official governmental purpose, including, but not limited to, employment, licensing, and the procurement of services; and

**WHEREAS**, said statute further provides that the Ordinance shall require the person to submit to fingerprinting in accordance with applicable State and federal laws, rules and regulations, and shall authorize the municipal official or officer to exchange fingerprint data with, and receive criminal history record information from, the State Bureau of Identification in the Division of State Police and the Federal Bureau of Investigation.

**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 475, Parks and Recreation Areas, is hereby amended to enact new Article V, Youth Sports Volunteer Background Checks, as follows:**

**ARTICLE V      Youth Sports Volunteer Background Checks**

**475-17   Purpose**

The purpose of this ordinance is to safeguard the youth programs of the Township of Lower by (a) requiring criminal history background checks and fingerprinting for employees and volunteers of

programs involving minors; (b) authorizing municipal officials to request criminal history record checks for official governmental purposes including employment, licensing and procurement of services; and (c) thereby ensuring the safety of minors participating in municipal-sponsored or municipally-facilitated activities.

#### **475-18 Definitions**

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

##### **Criminal History Record Background Check**

A determination of whether a person has a criminal record by cross-referencing that person's name, fingerprints, social security number and date of birth, with those on file with the Federal Bureau of Investigation, Identification Division and the State Bureau of Identification (SBI) in the New Jersey State Police.

##### **Criminal History Record Information**

Information collected by criminal justice agencies concerning persons and stored in the computerized database of the New Jersey State Police SBI Criminal History Information System, the National Law Enforcement Telecommunications Systems or other state computerized repositories containing criminal history record information consisting of identifiable descriptions and notations of arrests, indictments, or other formal criminal charges, and any dispositions, arising therefrom, including convictions, dismissals, correctional supervision and release.

##### **Chief of Police**

The Township of Lower Chief of Police and his/her designee.

##### **Employee**

An individual sixteen (16) years of age or older who receives compensation from the Township or a youth program to perform services for a youth program and has the potential for unsupervised direct access to youth.

##### **Notification**

The responses provided by the Department of Law and Public Safety, Division of State Police, to the request for a criminal history background check pursuant to N.J.S.A. 15A:3a-1 et seq.

##### **Qualified Participant**

An employee or volunteer who has completed a criminal history background check revealing no disqualifying information.

##### **Sponsored Program**

Any youth program which receives benefits, either directly or indirectly, including but not limited to the provision of funding or equipment from the Township.

##### **Supported Programs**

Any program which, while not directly sponsored by the Township with funding, the providing of equipment or other benefit, uses Township facilities, including but not limited to sports fields and Township buildings. Supported programs include both teams all of whose participants are residents of the Township as well as non-resident teams which may or may not include resident participants.

It specifically excludes teams which are invited by the supported programs to compete on Township facilities.

#### **Unsupervised Direct Access to Minors**

The ability to have interaction with a person who is younger than eighteen (18) years of age without the constant and uninterrupted observation of a parent or guardian of the youth or without the constant and uninterrupted observation of a representative of law enforcement or a supervising qualified participant.

#### **Volunteer**

Any individual sixteen (16) years of age or older who on an uncompensated basis performs services for a youth program or service and has the potential for unsupervised direct access to youth.

#### **Volunteer Review Operation**

The unit located within the State Bureau of Investigation in the New Jersey State Police that is responsible for administering criminal background checks for volunteers and employees for youth programs as specified in this Chapter.

#### **Youth**

Any individual under eighteen (18) years of age.

#### **Youth Programs**

Any program which allows for participation in activities or services by persons under eighteen (18) years of age, including but not limited to, sporting activities, passive recreation groups, clubs, camps, field trips, cultural organizations, social groups and other activities or services. Specifically included are such organizations as volunteer fire companies, emergency management and medical organizations and ambulance squads. Specifically excluded are public and non-public schools.

### **475-19 Background Check Requirement**

- A. All applicants for employment, volunteer service, licensing, or procurement of services with the Township of Lower, or with youth serving organizations using Township facilities or funded or supported by the Township of Lower, who will have regular supervised or unsupervised access to minors, must submit to a background check at their own expense, as a condition of obtaining or maintaining such role or service.
- B. No applicant shall be permitted to commence employment or volunteer service, or to be licensed or retained, unless and until the background check requirement and fingerprinting (if required) has been satisfied.
- C. All youth-serving organizations that use municipal facilities of the Township of Lower, or receive municipal funds or support in whole or in part from the Township of Lower, shall require all employees and volunteers who will have regular access to minors to submit to background checks and fingerprinting pursuant to this ordinance.

### **475-20 Fingerprinting and State/Federal Background Checks**

- A. In accordance with N.J.S.A. 40:48-1.4 and P.L. 2003, c. 199, §34, the applicant shall submit to fingerprinting in accordance with State and federal laws, rules and regulations.
- B. The designated municipal official or officer is authorized to exchange fingerprint data with, and receive criminal history record information from, the State Bureau of Identification in the Division of State Police and the FBI.

#### **475-21 Disclosure and Authorization**

- A. Applicants must sign a disclosure and authorization form provided by the Township of Lower or the youth serving organization, which authorizes the municipal official or officer to obtain and review the applicant's criminal history record information.
- B. The failure to sign such authorization constitutes a disqualification for the position, service, license or procurement arrangement.

#### **475-22 Disqualifying Offenses**

- A. Upon receipt of a completed background check conducted by the State Bureau of Identification in the New Jersey State Police and/or the Federal Bureau of Investigation, Identification Division, the Township of Lower Chief of Police or designee shall notify the applicant and the President or leader of the recreation program of affirmative or negative results. Details in the background check that result in a negative determination by the State Police are not afforded to the Chief of Police and are only available to the applicant upon making a formal request to the State Bureau of Investigation.
- B. In the event the criminal background check reveals any prior convictions for crimes or offenses which negatively impact the health, safety and welfare of children, said person shall not be qualified to participate in any official capacity in any function for persons under the age of 18 years held at any Township-owned facilities. Such offenses shall include, but not be limited to:
  - 1) In New Jersey, any crime or disorderly persons offense:
    - i. Involving danger to the person, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:11-1 et seq., N.J.S. 2C:12-1 et seq., N.J.S. 2C:13-1 et seq., N.J.S. 2C:14-1 et seq. or N.J.S. 2C:15-1 et seq.;
    - ii. Against the family, children or incompetents, meaning those crimes and disorderly persons offenses set forth in N.J.S. 2C:24-1 et seq.;
    - iii. Involving theft as set forth in Chapter 20 of Title 2C of the New Jersey Statutes;
    - iv. Involving any controlled dangerous substance or controlled substance analog as set forth in Chapter 35 of Title 2C of the New Jersey Statutes except paragraph (4) of subsection a. of N.J.S. 2C:35-10; or
    - v. Any 4th degree offense or higher.
  - 2) In any other state or jurisdiction, conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described in subsection a. of this section.
- C. The list of crimes and violations contained in this section is for illustrative purposes only and shall not be construed as a limitation on those criminal activities or violations that would be grounds to disqualify a person from assisting with youth-related activities as indicated herein.
- D. Refusal by individuals required to submit to background checks will result in an immediate dismissal of the individual from any Township-sponsored activities requiring background checks. In addition, refusal to comply with this chapter by any individual falling within the scope of requirements for Non-Sponsored Youth Programs will forfeit that individual's ability to participate with the respective program. Refusal of a Non-Township Sponsored Youth Program to subscribe to the requirements of this chapter shall forfeit that program's ability to use municipal facilities.

#### **475-23 Review and Appeal**

- A. In the event that the criminal history record check discloses a possible disqualifying record, the municipal official or officer shall notify the applicant in writing, providing the nature of the record and an opportunity to respond.
- B. The applicant shall have the right to provide additional information, including certified disposition of the record, evidence of rehabilitation, or any other material mitigating factors.
- C. The municipal official or officer shall make the final determination, and if the applicant is disqualified, shall state the reasons in writing. The decision of the municipal official or officer may be appealed to the governing body of the Township of Lower, pursuant to procedures adopted by the Township.

#### **475-24 Frequency of Background Checks**

- A. All Non-Sponsored Youth Programs that have individuals subject to this chapter shall supply background checks for all of its participants prior to the individual being able to participate at any function at a Township-owned facility to the extent covered by this chapter. Thereafter, every three (3) years a new background check shall be submitted to the Chief of Police, Township Administrator or Township Solicitor.
- B. All Township Sponsored Youth Programs that have individuals subject to this chapter shall direct those individuals to the Chief of Police for background checks prior to the individual being able to participate at any function sponsored by the Township of Lower. Thereafter, every three (3) years a new background check shall be submitted to the Chief of Police.
- C. Individuals involved in Township Sponsored Youth Programs who are required to undergo background checks shall be given an interim approval for participation only after submission to the Division of State Police for a background check. Interim approvals shall only be valid for the period of time that it takes to receive background checks results. Such interim approval shall not be valid for a period of time exceeding 45 days. Only one interim approval may be granted per individual.

#### **475-25 Privacy**

- A. Any and all criminal background checks supplied to the Chief of Police shall be filed and maintained in a secure and locked cabinet or room and shall not be available to the public. The Chief of Police shall take appropriate steps to safeguard such records. The records shall be exempt from public disclosure under the common law or the New Jersey Right to Know Law. The records shall only be retained for such period of time as is necessary to serve their intended and authorized purpose.

#### **475-26 Penalties**

- A. Failure to comply with this Ordinance may result in the township withholding funding for the non-profit youth-serving organization, prohibiting the use of facilities, or withholding funding for facility maintenance.
- B. Any individual who has been advised, verbally or in writing of his/her disqualification to participate and continues to participate upon conviction thereof in a proceeding before a court of competent jurisdiction be subject to the following fines:
  - 1) A fine of not less than two hundred fifty (\$250.00) dollars nor more than two thousand five hundred (\$2,500.00) dollars;
  - 2) Each continuing violation of this chapter shall constitute a separate offense.

C. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

**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.

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Thomas Conrad, Councilmember

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Joseph Wareham, Councilmember

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Roland Roy, Jr., Councilmember

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Kevin Coombs, Deputy Mayor

First Reading: December 1, 2025

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Frank Sippel, Mayor

Adopted:

Attest: \_\_\_\_\_  
Karen Fournier, Deputy Township Clerk

NEW JERSEY STATE POLICE

IDENTIFICATION AND INFORMATION  
TECHNOLOGY SECTION

STATE BUREAU OF IDENTIFICATION (SBI)

CRIMINAL INFORMATION UNIT (CIU)

**REGISTRATION**  
**PACKET FOR THE**  
**VOLUNTEER REVIEW**  
**OPERATION (VRO)**

Public Law 1999, Chapter 432 (C. 15A:3A-1) permits nonprofit youth serving organizations to request criminal history record background checks on persons wishing to serve as a volunteer or an employee. The law defines a nonprofit youth serving organization as a corporation, association, or other organization established pursuant to Title 15 of the Revised Statutes, Title 15A of the New Jersey Statutes, or other laws of this State, but excluding public and nonpublic schools, which provides recreational, cultural, charitable, social, or other activities or services to persons under 18 years of age, and is exempt from federal income taxes. Organizations interested in submitting under this law must be registered with the New Jersey Department of Treasury, Commercial Recording Unit, as a nonprofit organization and have a determination of federal tax exemption from the Internal Revenue Service (IRS). Qualified organizations may request nationwide, fingerprint based criminal history checks of the repositories of the Federal Bureau of Investigation (FBI) and the State Bureau of Identification (SBI) at the Division of State Police. The New Jersey State Police has established the Volunteer Review Operation (VRO) to process these requests.

**FOR CHURCH/GOVERNMENT USE ONLY**

The following guidelines will assist you in registering your organization for this program.

Interested organizations must:

- < Execute the VRO **“Memorandum of Understanding.”** This document is included in the VRO registration packet and confirms that the organization will maintain a nonprofit status with the state of New Jersey and a federal tax exemption status with the IRS during the time it requests criminal history background checks under the VRO program.
- < Submit a copy of the executed Memorandum of Understanding to the VRO at:

Division of State Police  
P.O. Box 7068  
West Trenton, NJ 08628-0068  
Attn: CIU, VRO Program

The Volunteer Review Operation will respond to your registration submission and provide you with complete instructions and the materials needed to successfully complete and submit your requests for criminal history information on your prospective volunteers.

**Questions? Contact the VRO, at (609) 882-2000, extension 2891 or  
[volreviewops@njsp.gov](mailto:volreviewops@njsp.gov).**

## MEMORANDUM OF UNDERSTANDING

### RESPONSIBILITIES OF THE NONPROFIT YOUTH SERVING ORGANIZATION UNDER NEW JERSEY STATUTES ANNOTATED (N.J.S.A.) 15A:3A-1

In accordance with the provisions of N.J.S.A. 15A:3A-1 (hereinafter the "Law"), the Volunteer Review Operation (hereinafter "VRO") has been established for the purpose of conducting criminal history record checks for nonprofit youth serving organizations, but excluding public and nonpublic schools, which provide recreational, cultural, charitable, social, or other activities or services for persons under 18 years of age, and is exempt from federal income tax. The following agreement outlines the responsibilities of the nonprofit youth serving organization, their agents, officers, and employees, when submitting requests for criminal history record information to the New Jersey State Police under this "Law".

#### RESPONSIBILITIES OF THE YOUTH SERVING ORGANIZATION

- The youth serving organization (hereinafter "YSO") must be registered with the New Jersey Department of Treasury, Commercial Recording Unit, as a nonprofit organization. The "YSO" must maintain this status in order to submit criminal history requests under the "Law."
- The "YSO" must be registered with the Internal Revenue Service (IRS) for a determination of tax exemption. The "YSO" must maintain this status in order to submit criminal history record requests under the "Law."
- The "YSO" agrees to submit requests for criminal history record information only for the authorized purpose as enumerated in the "Law."
- The "YSO" agrees to submit requests for criminal history record information in accordance with the guidelines enumerated in the YSO Instructions for Registration and YSO Instructions for Submission.

**VOLUNTEER REVIEW OPERATION (VRO)**  
**MEMORANDUM OF UNDERSTANDING ACKNOWLEDGEMENT**

**Acknowledgment** - We hereby acknowledge the receipt of the New Jersey State Police VRO Instructions for Registration. We acknowledge the duties and responsibilities set forth in this Memorandum of Understanding. We further acknowledge that failure to comply with this agreement will terminate our ability to access criminal history record information under N.J.S.A. 15A:3A-1. A copy of this agreement shall be made available or be readily accessible to all personnel.

**ORGANIZATION INFORMATION**

ORGANIZATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZATION NAME: \_\_\_\_\_

AUTHORIZATION SIGNATURE: \_\_\_\_\_

**CONTACT PERSON INFORMATION**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE  
NUMBER/EMAIL (Required): \_\_\_\_\_

**Completed form to be returned prior to conducting transactions:**

By Mail: Division of State Police  
Attn: Criminal Information Unit, VRO Program  
P.O. Box 7068  
West Trenton, NJ 08628-0068

By E-mail: [volreviewops@njsp.gov](mailto:volreviewops@njsp.gov)

## **Public Law 1999, CHAPTER 432**

AN ACT concerning criminal history record background checks of employees and volunteers of nonprofit youth serving organizations and supplementing Title 2A of the New Jersey Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.15A:3A-1 Definitions relative to criminal history background checks for employees, volunteers of youth serving organizations.

1. As used in this act:

“Criminal history record background check” means a determination of whether a person has a criminal record by cross-referencing that person’s name and fingerprints with those on file with the Federal Bureau of Investigation, Identification Division and the State Bureau of Identification in the Division of State Police.

“Department” means the Department of Law and Public Safety.

“Nonprofit youth serving organization” or “organization” means a corporation, association or other organization established pursuant to Title 15 of the Revised Statutes, Title 15A of the New Jersey Statutes, or other law of this State, but excluding public and nonpublic schools, and which provides recreational, cultural, charitable, social or other activities or services for persons younger than 18 years of age, and is exempt from federal income taxes.

C.15A:3A-2 Youth serving organization request for criminal background check; costs.

2. a. A nonprofit youth serving organization may request, through the department, that the State Bureau of Identification in the Division of State Police conduct a criminal history record background check on each prospective and current employee or volunteer of the organization.

b. For the purpose of conducting the criminal history record background check, the division shall examine its own files and arrange for a similar examination by federal authorities. The division shall inform the department whether the person’s criminal history record background check reveals a conviction of a disqualifying crime or offense as specified in section 3 of this act.

c. The division shall conduct a criminal history record background check only upon receipt of the written consent to the check of the prospective or current employee or volunteer.

d. The organization or the prospective or current employee or volunteer shall bear the costs associated with conducting criminal history background checks. Notwithstanding any law or regulation to the contrary, the department shall not charge a fee for a criminal history record background check that exceeds the actual cost of conducting that check, as determined by the Attorney General. The Attorney General shall annually certify to the State Treasurer the cost per criminal history background check in the immediately preceding year.

C.15A:3A-3 Conditions under which a person is disqualified from service

3. A person may be disqualified from serving as an employee or volunteer of a nonprofit youth serving organization if that person's criminal history record background check reveals a record of conviction of any of the following crimes and offenses:

a. In New Jersey, any crime or disorderly persons offense:

(1) involving danger to the person, meaning those crimes and disorderly persons offenses set forth in N.J.S.2C:11-1 et seq., N.J.S.2C:12-1 et seq., N.J.S.2C:13-1 et seq., N.J.S.2C:14-1 et seq. or N.J.S.2C:15-1 et seq.;

(2) against the family, children or incompetents, meaning those crimes and disorderly persons offenses set forth in N.J.S.2C:24-1 et seq.;

(3) involving theft as set forth in chapter 20 of Title 2C of the New Jersey Statutes;

(4) involving any controlled dangerous substance or controlled substance analog as set forth in chapter 35 of Title 2C of the New Jersey Statutes except paragraph (4) of subsection a. of N.J.S.2C:35-10.

b. In any other state or jurisdiction, conduct which, if committed in New Jersey, would constitute any of the crimes or disorderly persons offenses described in subsection a. of this section.

C.15A:3A-4 Submissions, exchange of background check information.

4. a. Prospective or current employees and volunteers of nonprofit youth serving organizations shall submit their name, address, fingerprints and written consent to the organization for the criminal history record background check to be performed. The organization shall supply this documentation to the Attorney General, who shall coordinate the background check.

b. The Attorney General is authorized to exchange fingerprint data with and receive criminal history record information for use by nonprofit youth serving organizations from the Federal Bureau of Investigation, Identification Section and the Division of State Police, Bureau of Identification and such other law enforcement agencies and jurisdictions as may be necessary for the purposes of this act.

c. The department shall act as a clearinghouse for the collection and dissemination of information obtained as a result of conducting criminal history record background checks pursuant to this act.

C.15A:3A-5 Rules, regulations.

5. The Attorney General, pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (C.52:14B-1 et seq.), shall adopt rules and regulations to effectuate the purposes of this act concerning access to and dissemination of information obtained as a result of conducting a criminal history record background check.

6. This act shall take effect 90 days following enactment.

Approved January 18, 2000.

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

**ORDINANCE #2025-25**

Title: **SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER**

**BE IT ORDAINED** by the Township Council, the governing body of the Township of Lower, County of Cape May, State of New Jersey, that the following ranges and rates of pay are established as follows:

**TOWNSHIP COUNCIL**

<b>Mayor</b>	18,000	To	23,000
<b>Councilmembers</b>	15,000	To	20,000

**AFSCME**

<b>Assistant Supt. of Recreation (P/T)</b>	27,000	To	56,000
<b>Assistant Municipal Tax Collector</b>	47,000	To	80,000
<b>Building Inspector</b>	51,000	To	58,000
<b>Building Inspector (P/T)</b>	10,000	To	48,000
<b>Building Maintenance Worker</b>	35,000	To	48,000
<b>Building Service Worker</b>	35,000	To	48,000
<b>Building Sub- Code Official</b>	5,000	To	58,287
<b>Clerk 1</b>	35,000	To	55,400
<b>Clerk 2</b>	39,000	To	60,000
<b>Clerk 3</b>	43,000	To	68,000
<b>Code Enforcement Officer</b>	39,000	To	56,000
<b>Electrical Sub-Code Official</b>	37,769	To	58,287
<b>Keyboarding Clerk 1</b>	37,000	To	52,000
<b>Keyboarding Clerk 2</b>	39,000	To	56,000
<b>Keyboarding Clerk 3</b>	43,000	To	72,000
<b>Keyboarding Clerk 4</b>	47,000	To	73,000
<b>Plumbing Sub-Code Official</b>	5,000	To	58,287
<b>Registrar Vital Statistics</b>	39,000	To	55,000
<b>Senior Building Service Worker</b>	39,000	To	61,600
<b>Senior Code Enforcement Officer</b>	43,000	To	72,000
<b>Supervising Code Enforcement Officer</b>	47,000	To	77,000

**BUREAU OF FIRE SAFETY**

<b>Fire Inspector</b>	15.49 hr.	To	25.00 hr.
<b>Fire Investigator</b>	2,500	To	2,500
<b>Fire Official</b>	67,000	To	96,000
<b>Fire Prevention Specialist</b>	42,000	To	68,000
<b>Fire Prevention Specialist (P/T)</b>	15.49 hr.	To	25.00 hr.
<b>Fire Safety Board Member</b>		Annually	1,800

## ORDINANCE #2025-25

## SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)

**NON-UNION ADMINISTRATIVE /MANAGEMENT PERSONNEL**

Assistant / Deputy Municipal Clerk	46,000	To	82,000
Chief Financial Officer	77,000	To	128,000
Confidential Assistant/Secretary	35,000	To	90,000
Deputy Manager	80,000	To	100,000
Human Resources Officer	50,000	To	70,000
Municipal Clerk	74,000	To	127,000
Personnel Officer	70,000	To	90,000
Municipal Manager	85,000	To	142,000
Treasurer	60,000	To	95,000

**NON-UNION POLICE PERSONNEL**

Chief of Police	107,584	To	190,000
Deputy Chief of Police	107,584	To	177,000

**POLICE PERSONNEL**

Police Sergeant	86,051	To	136,000
Police Officer	33,000	To	130,000
Special Law Enforcement Class II	15.49 hr.	To	25.00 hr.

Special Law Enforcement WITHOUT Police Academy Certification

Applicable to Minimum Wages Established by the Dept of Labor

**PUBLIC WORKS PERSONNEL (PER HOUR)**

Equipment Operator	23.81	To	38.00
Sr. Equipment Operator	23.81	To	41.00
Laborer 1	17.50	To	35.50
Laborer 2	18.75	To	35.00
Laborer 3	18.75	To	35.00
Maintenance Repair	23.06	To	36.00
Maintenance Worker 1 Grounds	18.75	To	26.00
Mechanic	18.75	To	41.00
Mechanic Diesel	18.75	To	61.00
Mechanics Helper	24.14	To	35.50
Motor Broom Driver	22.58	To	47.00
Parks & Rec Maint. Worker/Grounds	17.42	To	26.00

## ORDINANCE #2025-25

## SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)

**PUBLIC WORKS PERSONNEL (PER HOUR)**

Senior Maintenance Repair	28.25	To	45.00
Senior Mechanic Diesel (no employees)	28.25	To	45.00
Supervising Equipment Operator	25.82	To	48.00
Supervising Mechanic Diesel	38.00	To	48.00

**SUPERIOR OFFICER- POLICE**

Police Captain	100,034	To	170,000
Police Lieutenant	94,000	To	157,000

**SUPERVISORS UNION**

Construction Official	52,000	To	110,000
Coordinator Fed & State Aid	50,000	To	99,600
Deputy Municipal Court Administrator	45,000	To	71,350
Deputy Tax Assessor	50,000	To	90,300
General Supervisor Public Works	59,000	To	108,000
Municipal Court Administrator	55,000	To	95,890
Senior Planner	60,000	To	128,270
Purchasing Agent	45,000	To	104,450
Superintendent of Public Works	75,000	To	136,216
Superintendent of Recreation	56,000	To	99,970
Tax Assessor	60,000	To	103,000
Tax Collector	60,000	To	118,000

**TITLES ADDITIONAL**

Accreditation Manager/Rave Police Dept	1,000	To	1,500
Administrative Secretary/Office Manager	39,000	To	68,720
Assistant Municipal Treasurer	6,900	To	19,000
Court Administrator /Shared	25,00	To	25,000
Court Attendant /Shared Agreement	5,000	To	9,000
Clean Communities Coordinator	3,500	To	5,000
Deputy Court Administrator /Shared	15,000	To	15,000
Deputy Emergency Mngt Coordinator	2,000	To	7,000
Digital Records Coordinator	1,000	To	3,000
District Recycling Coordinator	2500	To	5,000
Fire Protection Sub-Code Official	1,000	To	21,000
Flood Plan Manager (CRS)	1,000	To	10,000

## SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)

## TITLES ADDITIONAL

Government Deals Coordinator	1,000	To	1,000
IT Technical Assistant/ Police Department	1,000	To	1,500
JIF Fund Commissioner	2,000	To	3,000
JIF Safety Coordinator	2,000	To	3,000
JIFOSHA Compliance Coordinator	1,000	To	1,000
JIF Claims Coordinator	2,000	To	2,000
Key Control Coordinator	1,000	To	1,500
Lifeguard/ Swimming Instructor	15.49 hr.	To	20.00 hr.
Municipal Emergency Mngt Coord.	6,900	To	25,000
Municipal Judge	40,000	To	54,080
Municipal Judge/Shared	20,000	To	20,000
Park Attendant	15.49	To	16.00
Prosecutor	45,000	To	45,000
Prosecutor/Shared	10,000	To	10,000
Public Defender	13,500	To	17,500
Public Defender / Shared	13,500	To	13,500
Recreation Leader	15.49	To	25.00
Public Relations Coordinator	1,000	To	3,000
Recording Secretary Fire	1,000	To	1,300
Recording Secretary Planning	3,000	To	3,000
Recreation Aide	15.49 hr.	To	20.00 hr.
Right to Know Coordinator	3,500	To	3,500
Short Term Rental Coordinator	3,000	To	3,000

**Section 2.** Prior approval from the Manager's Office is required for owners of private automobiles that are used for travel in connection with Township business. Owners shall be reimbursed for the use of said automobiles in accordance with the business use mileage rate established by the Internal Revenue Service in the year in which the travel occurred. All employees who do use their personal cars for Township business must furnish the Department of Revenue & Finance with a Certificate of Insurance supplied by the employee's insurance agent.

**Section 3.** Whenever a salary range is provided in this ordinance, the Township Council pursuant to the Lower Township Administrative Code and pursuant to contract shall determine the salary of the employees involved in the range, such determination to be made on the basis of time holding the position, experience, ability and performance. The Township shall not be obligated with respect to any employee to grant an increase in any year, except as may be provided by contract.

A. The Township Clerk shall be granted the same salary increase as shall be agreed for the Township Chief Financial Officer/Treasurer, Township Tax Assessor and Township Tax Collector pursuant to contract and New Jersey State Statute.

B. Permanent managerial/confidential employees not part of any bargaining unit by nature of their position shall continue to be governed by and receive the same benefits pursuant to the union contract which governs their annual increase.

C. All other non-union personnel shall be granted such salary increases as approved by the Township Council.

ORDINANCE #2025-25

SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)

**Section 4.** The Chief Executive Official is hereby authorized to adopt a group hospitalization plan and other insurance plans pursuant to contract and to provide that such premiums be paid by the Township of Lower.

**Section 5.** The Township Council is hereby authorized to award overtime pay at the rate of one and one half of the regular rate, in accordance with the Federal Labor Standards Act applicable thereto, pursuant to contracts for all employees.

**Section 6.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

First Reading: December 1, 2025

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Thomas Conrad, Councilmember

Second Reading:

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Joseph Wareham, Councilmember

Attest:

Karen Fournier, Deputy Township Clerk

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Roland Roy, Jr. Councilmember

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Kevin Coombs, Deputy Mayor

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Frank Sippel, Mayor