

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

February 22, 2023– 7:00 pm.

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

Work Session

Mayor Sippel – State of the Township Address
Police Presentation to Patrolman William Porch – 2021 Mothers Against Drunk Driving Award
Police Presentation to PFC Kyle Boyle – Distinguished Service Award

Consent Agenda

Approval of Minutes – February 6, 2023

- Res. #2023-89 Authorization for the payment of vouchers \$ 347,789.57
- Res. #2023-90 A Resolution requesting release of Performance Guarantee for Bayshore Mall 1A, LLC, 3864 Bayshore Road; Block 741.01, Lot 28.01 Escrow #P20-01-01
- Res. #2023-91 Authorization for the Refund of Taxes
- Res. #2023-92 Issuance of a Duplicate Tax Sale Certificate; Certificate #13-00056
- Res. #2023-93 Authorization for the Payout of Accumulated Compensatory Time (M.Nuscis \$4,435.)
- Res. #2023-94 A Resolution Requesting Release of a Performance Guarantee for Christopher V Madden; Block 820; Lot 2.24, Escrow #Z21-06-09
- Res. #2023-95 A Resolution Approving the Acceptance of and Participation in the State of New Jersey, Department of Law and Public Safety Emergency Management Performance Grant (EMPG) and Emergency Management Agency Assistance (EMAA) Subaward #FY22-EMPG-EMAA-0505
- Res. #2023-96 A Resolution Awarding a Contract to Cape Mining and Recycling, LLC for the Removal and Disposal of Wood Chips Located at the Municipal Utility Authority on As Needed Basis
- Res. #2023-97 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the year 2023
- Res. #2023-98 Bid Acceptance and Award of Re-Bid Municipal Pool Renovations (F Schiavone Construction \$221,997.)
- Res. #2023-99 A Resolution Authorizing a Grant Application to the Cape May County ARPA Infrastructure Grant for Stormwater Outfall Improvements
- Res. #2023-100 Resolution Authorizing the Award of a Non-Fair and Open Contract to Eastern Armored Services, Inc for Armored Car Services in Connection with Banking Service Provided by TD Bank
- Res. #2023-101 Transfer of 2022 Appropriations
- Ordinance #2023-04 An Ordinance Amending Chapter 260, Curfew, of the Code of the Township of Lower in order to Modify Established Curfew Hours and Enforcement Procedures to Ensure Consistency with N.J.S.A. 40:48-2.52 and Attorney General Directive 2020-12. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for March 20, 2023.

Regular Agenda

- Res. #2023-102 Resolution Authorizing the Execution of a State Aid Agreement with the New Jersey Department of Environmental Protection for Construction of the Herford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project

Ordinance #2023-03 Bond Ordinance Providing for Various Roadway and Drainage Improvements, By and In the Township of Lower, in the County of Cape May, State of New Jersey; Appropriating \$2,700,000 Therefore and Authorizing the Issuance of \$2,500,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof. This is the second reading and public hearing of this Ordinance. This Ordinance has been published, posted and made available to the public.

Monthly Reports

Clerk, Construction, Dog, OEM, Tax, Vital Statistics

Engineer's Report

Public Comment

Council Comments

Adjourn

COUNCIL MEETING MINUTES – February 6, 2023

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on February 6, 2023 at 7:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad
Councilmember Kevin Coombs
Councilmember Roland Roy, Jr.
Deputy Mayor David Perry
Mayor Frank Sippel

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

Work Session

Proclamation – Pastor West

Mayor Sippel read a proclamation to Pastor Tim West, Police Chaplain, congratulating and thanking him for his dedicated service to Lower Township. Pastor West thanked Chief Lewis for supporting the Police Chaplain initiative and hopes to return to Lower Township after his mission in Paris Island.

Erma Fire Department presentation to Jeffery Laag and John Rogers

Erma Fire Chief, David Lepor, thanked Mayor and Council for the opportunity to publicly recognize members of the Erma Volunteer Fire Company.

Chief Lepor recognized John Rogers for 15 years of service with the Erma Volunteer Fire Company and presented him with a plaque, badge and pin. John was accompanied by his wife and children.

Mayor Sippel read a proclamation thanking John Rogers for his dedicated years of service to the residents of Lower Township.

Chief Lepor recognized Jeffery Laag for 25 years of service with the Erma Volunteer Fire Company and presented him with a plaque, pin and ring. Jeffrey was accompanied by his wife and children.

Mayor Sippel read a proclamation thanking Jeffrey Laag for his dedicated years of service to the residents of Lower Township.

Public Safety Update – drones

LTPD Captain CJ Ryan, Lieutenant Brian McEwing, and Detective First-Class Michael James shared a short presentation on the new drone program, calling it the future of policing.

Councilmember Conrad asked if there are plans for a second drone. Lt. McEwing expressed interest in purchasing a second air frame in the future.

Mayor Sippel thanked the LTPD for the presentation and for keeping up with technology.

Low Conley – Fire District Elections Presentation

Low Conley, Townbank Volunteer Fire Company, Board of Commissioners Secretary, thanked Mayor & Council for inviting him to speak. He shared information about the Fire District Election and their proposed budget, with a zero tax rate increase, and stressed the importance of keeping the public informed. He also complimented Chief Lewis on the drone program.

Mayor Sippel reiterated his offer to Mr. Conley to assist the Fire Company with keeping the public informed.

Consent Agenda

Approval of Minutes – January 18, 2023

Res. #2023-69 Approval for Payment of Vouchers \$ 955,287.00

Res. #2023-70 Amend Designation of Official Depositories

Res. #2023-71 Authorizing Pay Out of Terminal Leave (S.Trunfio \$9,114.82)

Res. #2023-72 A Resolution Requesting Release of Demolition Bond for Block 537, Lot 13; 3 Beverly Road, Town Bank, NJ

Res. #2023-73 Authorization for the Pay Out of Accumulated Compensatory Time (K.Walker \$6,238.92)

Res. #2023-74 Authorization for the Pay Out of Accumulated Compensatory Time (E.Danze \$7,096.20)

- Res. #2023-75 Issuance of 2023 Taxi, Limousine and Operator Licenses
- Res. #2023-76 Approval of 2023 Rotary Towing Licenses
- Res. #2023-77 A Resolution of the Township Council of the Township of Lower Evidencing Local Support of an Application for a Class 5 Cannabis Retail License within the Township of Lower by Sea & leaf, LLC
- Res. #2023-78 Approving Change Order #1 for the Award of National Cooperative Purchasing Agreement with Sourcewell to Hunter Jersey Peterbilt for (1) One 2023 Peterbilt 548 Tandem Axle Cab and Chassis (\$13,158.)
- Res. #2023-79 Approving Change Order #1 for Amendments to the Award of National Cooperative Purchasing Agreement with Sourcewell to Hunter Jersey Peterbilt for (1) One 2023 Peterbilt 548 Tandem Axle Cab and Chassis (\$8,481.)
- Res. #2023-80 Various Appointments to the Recreation Advisory Board
- Res. #2023-81 Approval of Change Order #3 with DeBlasio & Associates for Additional Architectural Services for Diamond Beach Park (\$13,000)
- Res. #2023-82 Approving a Professional Service Contract with DeBlasio & Associates for the Engineering and Architectural and Construction Phase of the Lincoln Boulevard Restroom Facility Project (LT-C-035) (\$40,000)
- Res. #2023-83 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction
- Res. #2023-84 Appointment to the Planning Board (S.Morris)
- Res. #2023-85 Bid Rejection for Replacement of Various Pavillions in the Township of Lower (LT-C-027)
- Res. #2023-86 A Resolution in Support of the New Jersey Department of Transportation's Recommendation to Reduce Speed Limit Along Route 109

Ordinance #2023-02 An Ordinance Amending Chapter 106, Recreation Advisory Board, Subsection 2, Membership; Organization; Terms; Alternates; Vacancies, In Order to Increase the Total Number of Board Members Appointed to the Recreation Advisory Board. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for March 6, 2023.

Ordinance #2023-03 Bond Ordinance Providing for Various Roadway and Drainage Improvements, By and In the Township of Lower, in the County of Cape May, State of New Jersey; Appropriating \$2,700,000 Therefore and Authorizing the Issuance of \$2,500,000 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 February 22, 2023

Mayor Sippel commented on Res. #2023-77 and Res. #2023-80.

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

Regular Agenda

Res. #2023-87 A Resolution in Support of the Lower Township Police Department Reaffirming the Township of Lower's Commitment to Public Safety in Light of Recent Incidents Involving Juvenile Delinquency

Mayor Sippel shared the response to misinformation regarding curfew laws and commented in support of enforcing the Township's curfew ordinance.

Chief Lewis thanked the Mayor, Council, Solicitor and Manager Laffey for their assistance with this matter.

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

Ordinance 2023-01 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-15.14) This is the second reading and public hearing of this Ordinance. This Ordinance has been published, posted and made available to the public.

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

Manager's Report

Manager Laffey updated Council on issues with Shawcrest Mobile Home Park and communicated his attempts to assist with the situation.

Call to the Public

Marie Hayes, County Commissioner Vice Director, addressed Council on behalf of the Board of Commissioners to communicate their support and inform that they will be regular attendees at Township Council meetings.

Andrew Bulakowski, County Commissioner, congratulated Councilmembers Conrad, Coombs and Roy on a successful campaign. He commended Council as well as the Police and Fire Departments on their hard work. He shared the Commissioner Director's plan to join forces with the Township.

Mayor Sippel congratulated Mr. Bulakowski on the election and thanked him for volunteering. He also thanked the County for the American Rescue Plan funds for infrastructure improvements.

Council Comments

Mayor Sippel announced Black History Month, Volunteers in Medicine Free Medical Care Day, Tabernacle Methodist Church Community Resource Day, Hope One Van, State Anchor Program extension and NJ Shares Energy Grants.

Deputy Mayor Perry – no comments

Councilmember Roy gave an update on Schellenger's Landing Safety Improvements and informed of the NJDOT's proposal for seasonal speed limit adjustments.

Councilmember Coombs shared news from VanDrew's office securing a grant to fund the North Cape May water main replacement. He also voiced support for the Eagles.

Councilmember Conrad shared sympathy at the passing of former LT Rescue Squad Chief Kevin Hart.

Res. #2023-88 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client privilege**

Motion to Table Resolution #2023-88 made by Deputy Mayor Perry, seconded by Mayor Sippel.

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

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Coombs. Motion to adjourn was unanimous. Meeting adjourned at 7:55 p.m.

 Mayor
 Approved:

 Township Clerk

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00933	CAPE MAY CO. JUDGE ADMIN, ASSN.	23-00247	01/24/23	2023 CAPE MAY CO JUDGE'S	Open	75.00	0.00		
01075	COPIERS PLUS*	23-00447	02/16/23	11/20-2/19/23 COPIER OVERAGES	Open	440.78	0.00		
01170	VERIZON WIRELESS* F/S	23-00371	02/07/23	FS Verizon 12.27 01.26	Open	168.00	0.00		
01171	VERIZON WIRELESS - TOWNHALL	23-00365	02/07/23	IPHONE 12/29-1/28/23	Open	946.01	0.00		
		23-00366	02/07/23	CELL PHONE 12/24-1/23/23	Open	<u>297.80</u>	0.00		
						1,243.81			
01200	DELTA DENTAL PLAN OF NJ	23-00333	02/03/23	JAN 2023 DENTAL ADMIN	Open	1,401.40	0.00		
		23-00335	02/03/23	JAN 2023 DENTAL CLAIMS	Open	<u>11,394.15</u>	0.00		
						12,795.55			
01267	EDWARD DONOHUE	23-00344	02/06/23	CONTRACTUAL REIMBURSEMENT M	Open	62.99	0.00		
01281	JEFFREY DOUGLASS	23-00413	02/14/23	CONTRACTUAL REIMBURSEMENT V	Open	319.90	0.00		
01310	JLP INTL INC*	23-00349	02/07/23	SERVICE TO THE WEIGHT ROOM	Open	616.00	0.00		
01450	ERMA DELI*	23-00226	01/23/23	CLEAN SHORES	Open	1,617.26	0.00		
01480	E-Z PASS	23-00412	02/10/23	1/14/23 REPLENISH REC	Open	200.00	0.00		PCI
		23-00433	02/15/23	Fire Bureau eypass replenish	Open	<u>200.00</u>	0.00		
						400.00			
01653	GENTILINI FORD*	23-00083	01/11/23	PARTS FOR TRUCKS/DPW/JAN	Open	1,252.13	0.00		
01655	GANN LAW BOOKS*	23-00157	01/12/23	NJ Zoning & Land Use 2023 Edt.	Open	179.00	0.00		
01690	GRANTURK EQUIPMENT CO*	23-00082	01/11/23	PARTS FOR RECYCLING/DPW/JAN	Open	179.72	0.00		B
01730	GTBM INC.*	23-00393	02/09/23	BACK TRACE - RENEWAL	Open	1,776.00	0.00		
01806	ANTHONY J HARVATT, II, ESQ	23-00336	02/03/23	ZBA RESOLUTION VOUCHERS	Open	300.00	0.00		
		23-00376	02/09/23	ZBA Solicitor Litigation Fees	Open	<u>370.00</u>	0.00		
						670.00			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01857	SERVICE STATION SERVICE INC*	23-00346	02/07/23	TIRES/DPW	Open	3,350.48	0.00		
02025	HUNTER JERSEY PETERBILT*	23-00089	01/11/23	PARTS FOR TRUCKS/DPW/JAN	Open	1,700.19	0.00		
		23-00399	02/10/23	RES 2023-78 CHG ORD 1- PETERBI	Open	13,158.00	0.00		
						14,858.19			
02027	JESCO INC*	23-00103	01/11/23	PARTS FOR BACKHOE/DPW/JAN	Open	205.58	0.00		
02236	NIGP MEMBERSHIP DEPT*	23-00274	01/26/23	2023 MEMBERSHIP M VITELLI	Open	195.00	0.00		
02248	LAWMEN SUPPLY*	21-01849	07/23/21	AMMO	Open	2,502.72	0.00		
02402	MGL PRINTING SOLUTIONS	22-03223	12/30/22	TAX STICKERS/ ENVELOPES	Open	2,319.00	0.00		
02502	JOANNE BUDD	23-00340	02/06/23	CONTRACTUAL REIMBURSEMENT V	Open	395.99	0.00		
02661	KENNETH J. MCGURK	23-00414	02/14/23	CONTRACTUAL REIMBURSEMENT M/V	Open	1,461.08	0.00		
02714	MITCHELL HUMPHREY*	23-00402	02/10/23	MAINTENANCE FEE 2023	Open	4,480.00	0.00		
02725	THOMAS MILLS	23-00284	01/31/23	INSPECTION FEE 1/3/23	Open	28.03	0.00		
02774	ROSE MOORE	23-00342	02/06/23	CONTRACTUAL REIMBURSEMENT V	Open	80.00	0.00		
03001	STATE TOXICOLOGY LABORATORY*	23-00323	02/03/23	APPLICANT TESTING	Open	45.00	0.00		
03021	NJ MOTOR VEHICLE COMMISSION	23-00408	02/10/23	REGISTRATION/DPW	Open	85.00	0.00		PC1
03086	NJ STATE ASSN CHIEFS OF POL*	23-00361	02/07/23	ANNUAL DUES 2023	Open	275.00	0.00		
03280	PARAMOUNT SANITARY SUPPLY*	23-00331	02/03/23	CLEANING SUPPLIES	Open	993.29	0.00		
03305	PEDRONI FUEL*	23-00347	02/07/23	NO LEAD GAS/DPW 1/30/23	Open	680.52	0.00		
03460	V.E. RALPH & SON, INC.*	23-00374	02/09/23	AED PADS	Open	1,661.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03518	RIGGINS, INC.*	23-00386	02/09/23	OFF HIGHWAY DIESEL/DPW 1/26/23	Open	1,433.12	0.00		
03537	RUTGERS, THE STATE UNIVERSITY*	23-00316	02/03/23	Ross- RPA #2 3/6-4/10/23	Open	760.00	0.00		
03765	TAX COLL&TREAS ASSN OF C M C*	23-00297	01/31/23	2023 MEMBERSHIP (3)	Open	300.00	0.00		
03766	JOAN TAYLOR	23-00446	02/15/23	CONTRACTUAL REIMBURSEMENT M	Open	400.00	0.00		
03820	MUNICIPAL UTIL, AUTH ON CALL	23-00101	01/11/23	REIMBURSEMENT/DPW/JAN	Open	206.44	0.00		
03960	VECTOR SECURITY*	22-02376	10/04/22	KEY ENTRY ADJUSTMENT	Open	255.00	0.00		
03985	VILLAS NAPA AUTO PARTS	23-00076	01/11/23	RDSA/SANT/RECY/DPW/JAN	Open	1,172.67	0.00		
03992	VAL-U AUTO PARTS LLC*	23-00079	01/11/23	RDS/SANT/REC/DPW/JAN	Open	3,640.93	0.00		
04057	ELLEN WILL	22-00341	02/02/22	CONTRACTUAL REIMBURSEMENT M	Open	719.46	0.00		
04059	THOMAS WILL	22-00338	02/02/22	CONTRACTUAL REIMBURSEMENT M	Open	702.96	0.00		
04113	CAPE MAY RIGGINS TOWING*	23-00325	02/03/23	VEHICLE TOWED TO PD	Open	125.00	0.00		
04261	STATE OF NEW JERSEY	23-00423	02/15/23	PRIOR QTR 4/2020 ADJUSTMENT	Open	4,832.94	0.00		
04300	W B MASON CO INC*	23-00360	02/07/23	FS paper order	Open	99.15	0.00		
04301	SEASHORE ASPHALT CORPORATION*	22-01430	06/09/22	ASPHALT/PATVH/RDS/DPW/AUG	Open	141.90	0.00		B
04445	TRICOMM SERVICES CORP*	23-00287	01/31/23	REMOVE AVAYA SYSTEMS PD & HALL	Open	573.75	0.00		
6071	UNITED UNIFORMS LIMITED LIAB*	22-02000	08/09/22	FIRST CLASS PATCH	Open	500.00	0.00		
		23-00372	02/07/23	FS Embs jacket	Open	40.00	0.00		
						540.00			
7079	SUBURBAN PROPANE L P*	23-00320	02/03/23	PROPANE @ FREEMAN DOUGLASS	Open	802.87	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7098	SHORE VETERINARIAN ANIMAL *	23-00380	02/09/23	2023 ANIMAL CONTROL	Open	600.00	0.00		
7252	STATE OF NJ, DEPARTMENT OF LAB	23-00353	02/07/23	BOILER STATE INSPECTION	Open	160.00	0.00		
7478	WINDSTREAM COMMUNICATION INC*	23-00363	02/07/23	12/27-2/26/23 INV PHONE	Open	5,474.44	0.00		
7523	NJ-IAAO	23-00058	01/10/23	Dowe/Ross Membership	Open	105.00	0.00		
7636	MOTT MACDONALD LLC*	23-00277	01/30/23	ZBA Mott MacDonald Vouchers	Open	381.75	0.00		
7743	SQUARE 1 DISIGN LLC*	23-00394	02/09/23	ANNUAL WEB HOSTING/SITELOCK	Open	460.00	0.00		
7820	DEBLASIO & ASSOCIATES, P.C.*	21-02889	11/17/21	ENGI SERVICES/MILLMAN 2021-353	Open	613.75	0.00		
		22-00548	02/28/22	REPLACE PAVILIONS RES2022-89	Open	2,467.50	0.00		B
		22-00977	04/12/22	RECONST DELAWARE BAY, MILLMAN,	Open	570.00	0.00		B
		22-01121	05/02/22	RES.#2022-140 CO#1 DIAMOND BEA	Open	7,710.50	0.00		
		22-01963	08/08/22	RES #2022-251 POOL RENOVATIONS	Open	541.25	0.00		B
		22-01970	08/08/22	CHG 1- CLOVERDALE, EVERGREEN	Open	721.11	0.00		B
		22-02221	09/13/22	CHG ORD 1- MIAMI AVE ENGINEER	Open	427.50	0.00		B
		22-02530	10/25/22	CHG ORD #1 FIRE LANE	Open	190.00	0.00		B
		22-03058	12/12/22	CARRIAGE LN, BRIARWOOD, BRIDLE	Open	45,872.50	0.00		B
		22-03181	12/22/22	SURVEY/DSGN RECONS WILDWOOD AV	Open	18,176.25	0.00		B
		23-00165	01/18/23	Zoning Board Engineer Vouchers	Open	287.46	0.00		
						<u>77,577.82</u>			
7896	CMC COURT ADMINISTRATORS ASSOC	23-00248	01/24/23	2023 CAPE MAY CO. COURT	Open	100.00	0.00		
7929	AMAZON CAPITAL SERVICES, INC*	23-00234	01/24/23	GAME ROOM SUPPLIES	Open	83.88	0.00		
		23-00252	01/24/23	LETTERS FOR SIGNS	Open	198.96	0.00		
		23-00253	01/24/23	FS office supplies	Open	67.60	0.00		
		23-00312	02/01/23	OFFICE SUPPLIES	Open	307.38	0.00		
		23-00409	02/10/23	MISSED AMOUNT FROM DEC 2022	Open	6.05	0.00		
						<u>663.87</u>			
7977	JANIA BAILEY	23-00341	02/06/23	CONTRACTUAL REIMBURSEMENT V	Open	159.15	0.00		
8064	DON MATOUSCH	23-00318	02/03/23	WRESTLING MATCH OFFICIAL	Open	120.00	0.00		
8131	DOCUVAULT SECURE SHREDDING LC*	23-00368	02/07/23	1/31/23 SHREDDING	Open	148.05	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8154	HUNTER TRUCK SALES & SERVICE*	21-01737	07/09/21	2021 PETERBILT 348 TANDEM AXLE	Open	110,385.00	0.00		
8197	GREAT AMERICAN FINANCIAL SERV	23-00222	01/23/23	MAIL MACHINE LEASE 2023	Open	560.00	0.00		
8211	CONFIRE FIRE PROT SERV LLC*	23-00281	01/30/23	2023 FIRE ALARM MONITORING	Open	2,880.00	0.00		
		23-00354	02/07/23	23 ANSUL INSPECTION MILLMAN	Open	183.00	0.00		
						3,063.00			
8330	HILLYARD MID ATLANTIC *	23-00246	01/24/23	CLEANING SUPPLIES	Open	463.76	0.00		
		23-00332	02/03/23	HAND SOAP W/DISPENSERS	Open	961.00	0.00		
						1,424.76			
8448	STAR GENERAL CONTRACTING *	23-00387	02/09/23	LUXURY BATHROOM/DPW	Open	948.00	0.00		
		23-00388	02/09/23	LUXURY BATHROOMS/DPW	Open	948.00	0.00		
						1,896.00			
8672	LOGMEIN INC.	23-00049	01/06/23	2023 GO TO MEETINGS	Open	19.00	0.00		PC1
8686	SHELBY RAMBO	23-00329	02/03/23	S. Rambo uniform reimbursement	Open	112.00	0.00		
8721	BLANEY, DONOHUE, & WEINBERG PC	23-00036	01/06/23	RES#2023-02 LABOR DNE\$40K	Open	855.50	0.00		B
8722	LAW OFFICE OF KARAVAN &	23-00038	01/06/23	RES#2023-03 TAX APPEAL DNE\$10K	Open	681.25	0.00		B
8765	CAPE MAY LANDING INC	23-00401	02/10/23	refund 1st q 2023	Open	7,461.12	0.00		
8848	COMFORT NOW LLC	22-03225	12/30/22	EMERGENCY WORK ON BOILER/HEAT	Open	4,475.00	0.00		
		23-00322	02/03/23	ROOF TOP UNITS NOT WORKING	Open	522.00	0.00		
						4,997.00			
8850	SERVEPRO	23-00139	01/11/23	HAZ. WASTE CLEAN-UP 2023	Open	250.00	0.00		B
8858	NORTH AMERICAN RESCUE LLC	22-02934	11/23/22	TRAMMA KIT SUPPLIES	Open	3,636.00	0.00		
8909	COMCAST BUSINESS	23-00364	02/07/23	BUS INTERNET PD 2/1-2/28/23	Open	972.86	0.00		
8934	JEFF BORDLEY	23-00317	02/03/23	WRESTLING MATCH OFFICIAL	Open	120.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8937	MICHAEL WASZEN JR	23-00319	02/03/23	WRESTLING OFFICIAL	Open	120.00	0.00		
8938	ESTATE OF DOROTHY BADDERS	23-00350	02/07/23	B 396 L 2 REFUND 1ST Q	Open	755.32	0.00		
8939	KATHLEEN REISER	23-00351	02/07/23	B 534 L30.01 REFUND 1 Q 2023	Open	1,246.14	0.00		
8940	WILLIAM BROWN	23-00417	02/15/23	RELEASE OF DEMO BOND	Open	2,000.00	0.00		
8941	MITCHELL J STANKO JE & CHAR A	23-00405	02/10/23	REFUND B-719 L-1012 C-610	Open	1,439.77	0.00		
8942	JENNIFER CESARETTI	23-00418	02/15/23	REFUND B-280 L-8 CESARETTI	Open	990.18	0.00		
BLAUE	BLAUER ASSOCIATES INC*	21-02127	08/30/21	2022 SMALL CITIES PROJECT	Open	900.00	0.00		B
BOSNA	KAREN MANETTE BOSNA	23-00330	02/03/23	YOGA- JANUARY'23	Open	230.00	0.00		
DOUGHERT	GEORGIA DOUGHERTY	23-00448	02/16/23	CONTRACTUAL REIMBURSEMENT M	Open	352.60	0.00		
G-UNITED	UNITED UNIFORMS OF NEW JERSEY	23-00369	02/07/23	WRESTLING SINGLETs	Open	600.00	0.00		
PRESS	PRESS OF ATLANTIC CITY	23-00230	01/23/23	1/11/23 PAVILION 1/25/23 POOL	Open	255.60	0.00		
SEAGE	SEAGEAR MARINE SUPPLY*	23-00099	01/11/23	SUPPLIES FOR RDS/DPW/JAN	Open	499.72	0.00		B
SIXSM	LLOYD SIXSMITH*	22-03203	12/29/22	RECREATION STAFF SHIRTS	Open	1,108.00	0.00		
		23-00167	01/18/23	S/S SHIRTS - NEW EMPLOYEES	Open	193.70	0.00		
						1,301.70			

Total Purchase Orders: 132 Total P.O. Line Items: 0 Total List Amount: 347,789.57 Total Void Amount: 0.00

RESOLUTION #2023-89

TOTAL BILL LIST: \$347,789.57

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

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

RESOLUTION #2023-090

Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR BAYSHORE MALL 1A,LLC, 3864 BAYSHORE ROAD; BLOCK 741.01, LOT 28.01, ESCROW #P20-01-01

WHEREAS, PINTZUK-BAYSHORE posted a Performance Guarantee with the Township of Lower, in the amount of \$5,000.00; and

WHEREAS, the Township Engineer has recommended that the safety and stabilization bond be released.

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore Road
Villas, New Jersey 08253



Incorporated 1798

(609) 886-2005

MEMORANDUM

TO: Mayor Frank Sippel &
Council members

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

DATE: February 7, 2023

RE: Bayshore Mall 1A, LLC
True Value
3845 Bayshore Road
Block 741.01, Lot 28.01
Resolution # 2023-090

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

Pursuant to the above referenced Subsection 400-81E, Resolution # 2023-090 is required to release the Performance Guarantee held in trust by the Township of Lower for Bayshore Mall 1A, LLC/True Value, Block 741.01, Lot 28.01. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer. The release is for a safety and stabilization guarantee.

The Township Engineer recommends release of the retained \$5,000.00.

The inspection and construction costs of the bonded improvements have been paid for by the developer. The site is maintained in a safe and stable condition.

cc: financial file



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

Via E-Mail

Your Reference
Twp. No. P20-01-01

Our Reference
507100071-044

211 Bayberry Drive
Suite 1A
Cape May Court House NJ
08210
United States of America

T +1 (609) 465 9377
F +1 (609) 465 5270
mottmac.com

True Value Site Plan
Block 741.01, Lot 28.01
Township of Lower, Cape May County

February 2, 2023

Dear Mr. Galestok:

Mott MacDonald conducted multiple inspections at the above referenced site throughout the course of the project. There are two outstanding issues at the site which do not conform with the approved site plan. They include not constructing the parking lot improvements within the parking lot to the north of the building, and construction of a propane tank filling station which was not approved by the Board. As previously discussed, this propane tank filling station requires an application to the Board for modified site plan approval. The applicant has been notified of these issues, and have taken no action, therefore the Township should pursue these at their discretion.

The applicant has however requested release of the safety and stabilization guarantee. The purpose of this guarantee is to return property that has been disturbed to a safe and stable condition or otherwise implement measures to protect the public from access to an unsafe or unstable condition. The site at this time is maintained in a safe and stable condition, therefore Mott MacDonald recommends that the safety and stabilization guarantee in the amount of \$5,000 be released.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Mott MacDonald, LLC

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

Shawn A. Carr, PE, CME
Principal Project Manager
T +1 (609) 465 9377 F +1 (609) 465 5270
Shawn.carr@mottmac.com

cc: Patrick Wood

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

RESOLUTION #2023-91

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>
396	2	Estate of Dorothy Badders C/O Taren Zimmerman 223 Shadeland	Sold Prop Did Not remove ACH	\$ 755.32
534	30.01	Kathleen Reiser 115 Race Track Dr	Sold Prop Did Not remove ACH	\$ 1,246.14
510	14.01	Cape May Landing Inc C/O Sharon Herker 755 Rt 9	Mortgage Co Responsible	\$ 7,461.12
280	8	Jennifer Cesaretti 215 Pinetree Dr	Sold Prop Did not remove ACH	\$ 990.18
719	1.12	Mitchell J Stanko & Char A 9903 Seapointe Blvd	Sold Prop Did Not remove ACH	\$ 1,439.77

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22 2023.

Julie A Picard, Township Clerk

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

RESOLUTION #2023-92

Title: **ISSUANCE OF A DUPLICATE TAX SALE CERTIFICATE; CERTIFICATE #13-00056**

WHEREAS, the Tax Collector of the Township of Lower has previously issued a tax sale certificate to **Wald Investments LLC** which certificate is dated **April 16, 2013** covering premises commonly known and referred to as **17 W Wilde Avenue, Block 243 LOT 10** as set out on the municipal tax map then in use which certificate bears number **13-00056**; and

WHEREAS, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector of the municipality be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$0.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Lost Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

REQUEST FOR DUPLICATE CERTIFICATE BY
LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Wald Investments residing at PO Box 1159 Wildwood, NJ
08260, of full age, being duly sworn according to law, upon my
oath, depose and say:

1. I am the true and lawful owner of Tax Sale Certificate
#13-00056 issued by The Township of Lower, NJ,
constituting a municipal lien on property known as Block
243 Lot 10 assessed to Charlotte Perry.
2. The Tax Sale Certificate was duly recorded in the Office
of the County Clerk for the County of Cape May on July
12, 2013 in Mortgage Book 5473 Page 24.
3. I remain the owner of said certificate and have not sold,
assigned, transferred or otherwise hypothecated said
certificate.
4. I make this affidavit to induce the municipality to
authorize the issuance of a Duplicate Tax Sale Certificate
to me.

Sworn and subscribed to before me
this 10th day of February, 2023.

[Signature]
Notary

[Signature]
Rock DANSEFA,
Wald Investments

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

RESOLUTION # 2023-93

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Michael Nuscis in the amount of \$4,435.00 is authorized and chargeable to the 2023 Budget account 3-01-25-240-127.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
COOMBS						
ROY						
PERRY						
SIPPEL						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held February 22, 2023.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

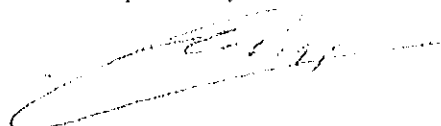
SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Ptlm. Michael Nuscis
DATE: February 1, 2023
SUBJECT: Comp Time Buyout

Chief Lewis,

I am asking to submit this letter to payroll requesting a buyout of 125 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,



Michael Nuscis
Patrolman Badge 195

C	File	Officer	Comments
2/1/23			Forwarded to Chief Vanaman
2/3/23			Filed to Chief Lewis
2-3-23			Filed to Town Hall

01-411 X
100 =
01-01-23

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

RESOLUTION #2023-094

Title: A RESOLUTION REQUESTING RELEASE OF A PERFORMANCE GUARANTEE FOR CHRISTOPHER V MADDEN; BLOCK 820 LOT 2.24, ESCROW #Z21-06-09

WHEREAS, Christopher V. Madden & Terri Madden posted a Performance Guarantee with the Township of Lower in the amount of \$8,000.00; and

WHEREAS, the Township Engineer has recommended the improvements having a total value of \$8,000.00 have been properly installed and are presently acceptable; and

WHEREAS, the Township of Lower Land Development ordinance requires the posting of a Maintenance Guarantee prior to the complete release of the original Performance Guarantee.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Performance Guarantee be and hereby is released leaving a balance of \$2,961.75 on account as Maintenance Guarantee.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$5,038.25 plus any accrued interest (if applicable) for payment of the above released Guarantee.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore Road
Villas, New Jersey 08253



Incorporated 1798

(609) 886-2005

MEMORANDUM

TO: Mayor Frank Sippel &
Council members

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

DATE: February 10, 2023

RE: Madden
8100 Bayview Drive Subdivision
Block 820, Lot 2.24
Resolution #2023-094

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

Pursuant to the above referenced Subsection 400-81E, Resolution # 2023-094 is required to release the Performance Guarantee held in trust by the Township of Lower for Chris Madden, Block 820, Lot(s) 2.24. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer, Mott MacDonald.

The Township Engineer recommends release of the retained \$8,000.00.

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

Subsection 400-81F(3) of the Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee, shall be filed by the owner. Therefore, \$2,961.75, shall be retained as the Maintenance Guarantee.

cc: financial file



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

Via E-mail

Your Reference
Z21-06-09

**8100 Bayview Drive Block 820, Lot 2.24 - Madden
Township of Lower, Cape May County, New Jersey**

Our Reference
507100071-074

February 9, 2023

T +1 (609) 465 9377
F +1 (609) 465 5270
www.mottmac.com

Dear Mr. Galestok:

Per the Developer's request for a performance guarantee release, Mott MacDonald conducted multiple inspections at the above-referenced site. The inspections were based on a review of the drawings entitled "Major Subdivision Plan, Block 820, Lot 2.05, Lower Township, Cape May County, New Jersey" Sheets 1-9, prepared by Vincent C. Orlando, PE, last revised 2/26/21.

The inspections revealed that, to the best of our knowledge and belief, the site improvements have been installed in accordance with the above-referenced documents and comply with the Land Development Ordinance of the Township of Lower. Mott MacDonald recommends that the performance bond for the project be released and a maintenance bond in the amount of \$2,961.75 be retained, as per the attached letter and bond estimate dated 4/28/21.

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

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Shawn A. Carr', with a stylized flourish at the end.

Shawn A. Carr, PE, CME
Principal Project Manager
T 609.465.9377 F 609.465.5270
Shawn.carr@mottmac.com

SAC

cc: Patrick Wood (via email)

M
M
MOTT
MACDONALD

211 Bayberry Drive, Suite 1A
 Cape May Court House, NJ 08210
 Telephone: 609-465-9377
 Fax: 609-465-5270

**PERFORMANCE GUARANTEE AND ENGINEERING
 OBSERVATION ESCROW ESTIMATE**

Township of Lower Zoning Board
 Estimate Date: April 28, 2021

Project Title: Block 820, Lot 2.05 Major Subdivision - Individual Lot 2.24 Only	
Tax Map Id.: Block 820, Lot 2.05	Zoning District: GB-1, General Business
Street Address: 8100 Bayview Drive	
Owner: Mark Platzer	
Applicant: Mark Platzer	

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

The applicant has indicated that each lot is to be sold and developed individually, and has bonded and posted escrow for certain elements of the entire Major Subdivision as indicated in a prior Performance Guarantee and Engineering Observation Escrow Estimate dated April 5, 2021. This report is for the remaining site improvements for Lot 2.24 only, for which bonds and escrow are required as indicated herein.

Land Surveyor: Stephen C. Martinelli, P.L.S., P.P.	Firm: The Martinelli Group, LLC
Original Date: 06/11/20	Revision Date: n/a
Design Engineer: Vincent C. Orlando, P.E.	Firm: Engineering Design Associates, P.A.
Original Date: 04/16/20	Revision Date: 02/26/21

PERFORMANCE GUARANTEE ITEMS

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Evergreen Tree	6	UNIT	\$225.00	\$1,350.00
2	Deciduous Tree	7	UNIT	\$50.00	\$350.00
3	Shrub	20	UNIT	\$40.00	\$800.00

NON-PERFORMANCE GUARANTEE ITEMS

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Site Clearing and Demolition	1	LS	\$5,000.00	\$5,000.00
2	6' Vinyl Fence	120	LF	\$35.00	\$4,200.00
3	4" Dia. PVC Inspection Port and Protection Box	2	UNIT	\$150.00	\$300.00
4	4" Dia. Perf. PVC Overflow Pipe	38	LF	\$30.00	\$1,140.00
5	8" Dia. Ductile Iron Pipe	47	LF	\$50.00	\$2,350.00
6	15" Dia. HDPE Pipe	7	LF	\$35.00	\$245.00
7	10'x2.5' Stone Trench w/ 15" Dia. Perf. HDPE Pipe	260	LF	\$85.00	\$22,100.00
8	Inlet, Type 'A'	4	UNIT	\$3,000.00	\$12,000.00
9	Inlet, Type 'E' Special with Weir	1	UNIT	\$7,000.00	\$7,000.00
10	Conduit Outlet Protection	1	UNIT	\$2,000.00	\$2,000.00
11	Tide Check Valve	1	UNIT	\$8,000.00	\$8,000.00
12	Topsoil and Seed	1,510	SY	\$4.00	\$6,040.00

MAINTENANCE GUARANTEE ITEMS

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Evergreen Tree	6	UNIT	\$225.00	\$1,350.00

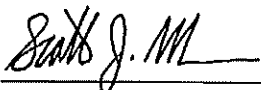
2	Deciduous Tree	7	UNIT	\$50.00	\$350.00
3	Shrub	20	UNIT	\$40.00	\$800.00
4	15" Dia. HDPE Pipe	7	LF	\$35.00	\$245.00
5	Inlet, Type 'E' Special with Weir	1	UNIT	\$7,000.00	\$7,000.00
6	Conduit Outlet Protection	1	UNIT	\$2,000.00	\$2,000.00
7	Tide Check Valve	1	UNIT	\$8,000.00	\$8,000.00
ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE GUARANTEE ITEMS)					\$2,500.00
SAFETY AND STABILIZATION GUARANTEE					\$5,000.00
ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE & NON-PERFORMANCE GUARANTEE ITEMS & SAFETY AND STABILIZATION GUARANTEE)					\$77,875.00
ESTIMATED IMPROVEMENT TOTAL (MAINTENANCE GUARANTEE ITEMS)					\$19,745.00
PERFORMANCE GUARANTEE TO BE SUBMITTED <i>(N.J.S.A. 40:55D-53.a.1 - (120% of estimated improvement total - Performance Guarantee Items) & Safety and Stabilization Guarantee)</i>					\$8,000.00
MAINTENANCE GUARANTEE ESTIMATE <i>(15% of Performance Guarantee Items & cost of private stormwater management facilities)</i>					\$2,961.75.00
INSPECTION ESCROW TO BE SUBMITTED - 5% OF THE ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE & NON-PERFORMANCE GUARANTEE ITEMS & SAFETY AND STABILIZATION GUARANTEE) <i>(N.J.S.A. 40:55D-53.h - The initial deposit for inspection by the Township Engineer shall be the greater of \$500 or 5% of the cost of improvements)</i>					\$3,893.75

NOTES:

See bold italicized notes above.

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

Prepared By:



Scott J. Macpherson, PE, CME
Mott MacDonald

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

RESOLUTION #2023-95

Title: A RESOLUTION APPROVING THE ACCEPTANCE OF AND PARTICIPATION IN THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE (EMAA) SUBAWARD #FY22-EMPG-EMAA-0505

WHEREAS, the Township of Lower Office of Emergency Management has applied for and been awarded a State Homeland Security Grant Program Sub-grant AFN #97.042, Subaward #FY22-EMPG-EMAA-0505 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The Subaward, consisting of a total amount of \$10,000.00 for the purpose of enhancing Lower Township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Township of Lower will use these funds to enhance our Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2022 to June 30, 2023; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Township of Lower Office Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management

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

- 1. That the Council accepts the award of the FFY22 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.
3. That copies of this resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

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

RESOLUTION #2023-96

Title: A RESOLUTION AWARDING A CONTRACT TO CAPE MINING AND RECYCLING LLC FOR THE REMOVAL AND DISPOSAL OF WOOD CHIPS LOCATED AT THE MUNICIPAL UTILITY AUTHORITY ON AS NEEDED BASIS

WHEREAS, the Township of Lower Public Works Department identified a need to arrange for the removal and disposal of wood chips located at the Municipal Utility Authority, and the Township has elected to contract for said services with Cape Mining & Recycling, LLC, utilizing a non-fair and open process pursuant to the provisions of N.J.S.A. 40A:11-5; and

WHEREAS pursuant to N.J.S.A. 40A:11-5(1)(s), "Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if the subject matter thereof consists of ... the marketing of recyclable materials recovered through a recycling program, or the marketing of any product intentionally produced or derived from solid waste received at a resource recovery facility or recovered through a resource recovery program, including, but not limited to, refuse-derived fuel, compost materials, methane gas, and other similar products;" and

WHEREAS, the Township of Lower's current recycling program includes branch and tree part collection thereby necessitating the need to contract for the removal and disposal of wood chips; and

WHEREAS, Township Council desires to authorize the above contract at the fee listed on the price list attached hereto as Exhibit A; and the CFO has certified the availability of funds as evidenced by her signature:

Appropriation: 3-01-32-465-611

Signature: Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, in consultation with the Township Director of Public Works and Township Purchasing Agent, that Cape Mining is hereby awarded a contract for the removal and disposal of wood chips located at the Municipal Utility Authority upon authorization from the Director of Public Works with the approval of the CFO for the availability of funds through December 31, 2023.

BE IT FURTHER RESOLVED, that upon approval of this resolution, the fully executed Purchase Order shall serve as the Contract.

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT and 5 rows of names: CONRAD, COOMBS, ROY, PERRY, SIPPEL.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

CAPE MINING AND RECYCLING

609-465-5617

Price List 2023

Materials Received Into Facility

Concrete	\$ 8.75 per ton
Concrete with Rebar	\$10.00 per ton
Asphalt	\$ 6.00 per ton
Stumps/Tree Parts	\$35.00 per ton
Fill Received	\$ 6.00 per ton
Wood Chips	\$25.00 per ton

Materials Picked-up or Delivered

	Picked-up	Delivered South of Rt 83	Delivered North of Rt 83
Common Fill/Sand	\$ 5.25 per ton	\$ 9.75 per ton	\$10.75 per ton
Bankrun	\$ 7.25 per ton	\$11.75 per ton	\$12.75 per ton
I-5 Road Gravel	\$ 9.50 per ton	\$14.00 per ton	\$15.00 per ton
K-4/K-5 Sand	\$ 7.25 per ton	\$11.75 per ton	\$12.75 per ton
Screened Topsoil	\$16.00 per ton	\$19.50 per ton	\$20.50 per ton
I-5 Recycled Concrete	\$11.50 per ton	\$16.00 per ton	\$17.00 per ton
1-3" Recycled Concrete	\$20.50 per ton	\$25.00 per ton	\$26.00 per ton
I-5 Recycled Blend	\$10.00 per ton	\$14.50 per ton	\$15.50 per ton
Millings	\$ 8.50 per ton	\$13.00 per ton	\$14.00 per ton
Mulch	\$14.50 per cy	\$14.50 per cy*	\$14.50 per cy*
Black Mulch	\$18.50 per cy	\$18.50 per cy*	\$18.50 per cy*
Wood Chips	\$13.00 per cy	\$13.00 per cy*	\$13.00 per cy*

*Specified Items have an additional Delivery Charge of \$80.00 plus \$.50 per yard

If a partial load is ordered-There may be an additional Delivery Charge

10 ton minimum on deliveries

Minimum Charge of \$10.00 each load of Concrete/Asphalt/Fill received

Minimum Charge of \$10.00 each load picked-up from facility

Minimum Charge of \$25.00 each load of Stumps/Tree Parts received

For Delivery-Please call at least 1 day prior to set-up delivery

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

RESOLUTION #2023-97

Title: ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMAN LICENSE FOR THE YEAR 2023

WHEREAS, Armen Avetisyan t/a A & T Ice, LLC has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2023; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk be authorized to issue the following license for the year 2023, after inspection of the vehicle with the Police Department:

Ice Cream Peddling Salesman License

Armen Avetisyan

Ice Cream Peddling Business License

2006 Ford E450 Super-duty Vin #1FDXE45P56DB03781

BE IT FURTHER RESOLVED, that anyone selling in conjunction with the above license shall do so only upon proper application and license approval by the Township.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

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

RESOLUTION # 2023-98

Title: BID ACCEPTANCE AND AWARD OF REBID MUNICIPAL POOL RENOVATIONS

WHEREAS, the Notice to Bidders for the Municipal Pool Renovations was advertised on January 25, 2023 and accepted on Wednesday February 15, 2023 at 10:00 a.m. prevailing time; and

WHEREAS, Two (2) Sealed Bids were received for the Municipal Pool Renovations and Fred Schiavone Construction was the lowest responsible, responsive bidder and 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 her signature below:

Appropriation: Ord #22-06 C-04-55-434-663 \$177,168.00
Ord #19-06 C-04-55-425-663 \$ 44,829.00

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded for the Municipal Pool Renovations as follows:

AWARD TO: FRED SCHIAVONE CONSTRUCTION
TOTAL: \$221,997.00

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.

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT and 5 rows of names: CONRAD, COOMBS, ROY, PERRY, SIPPEL.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

February 15, 2023

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ
Municipal Pool Renovations-Readvertised
D&A File #: LT-C-025**

Dear Ms. Picard:

We have tabulated the two (2) bids received on February 15, 2023 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328 in the amount of \$221,997.00. Enclosed please find one (1) copy of the bid tabulation for your files.

Please note that the other bidder, Rambone Concrete, L.L.C., submitted their Bid Form from the original bid and not the current bid ("*Readvertised*") which is incorrect. We have attached a copy of Rambone Concrete, L.L.C.'s incorrect Bid Form to this correspondence so that the Township is aware of this situation.

In accordance with N.J.S.A. 40A:11-1 et seq., the award should be made to the lowest responsible bidder which appears to be Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328 in the amount of \$221,997.00. The contractual award should be made contingent upon approval from the Township Purchasing Agent, Chief Financial Officer and Solicitor.

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

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



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

T: 609-854-3311

Marc@deblasioassoc.com

BID TABULATION (Rev.)

Project Name: Municipal Pool Renovations - Readvertised
 D&A Project #: LT-C-025
 Client: Township of Lower
 Bid Opening Date: 2/15/2023

Fred M. Schiavone Construction, Inc. 2057 Tuckahoe Road Franklinville, NJ 08322	Rambone Concrete, LLC 1147 Sharp Road Vineland, NJ 08360
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Item #	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
NJDOT PARTICIPATING ITEMS							
1	CLEARING SITE	LUMP SUM	LUMP SUM	\$62,952.00	\$62,952.00	\$30,000.00	\$30,000.00
2	CONCRETE SIDEWALK, 4" THICK	1,000	S.Y.	\$67.80	\$67,800.00	\$13.50	\$121,500.00
3	POOL PIPING REPLACEMENT	LUMP SUM	LUMP SUM	\$45,384.00	\$45,384.00	\$35,000.00	\$35,000.00
4	4' HIGH VINYL FENCE SYSTEM	30	L.F.	\$48.00	\$1,440.00	\$100.00	\$3,000.00
5	6' HIGH VINYL FENCE SYSTEM (IF & WHERE DIRECTED)	30	L.F.	\$60.00	\$1,800.00	\$100.00	\$3,000.00
6	12' PVC DRAINAGE BASIN	2	UNIT	\$1,800.00	\$3,600.00	\$600.00	\$1,200.00
7	8" HIGH DENSITY POLYETHYLENE CULVERT STORM PIPE	55	L.F.	\$60.00	\$3,300.00	\$100.00	\$5,500.00
8	CONCRETE STAIR REPLACEMENT	1	UNIT	\$5,520.00	\$5,520.00	\$4,500.00	\$4,500.00
9	TEST PIT EXCAVATION (IF & WHERE DIRECTED)	1	UNIT	\$1.00	\$1.00	\$350.00	\$350.00
10	SANITARY SEWER SERVICE, PVC - SDR 26	50	L.F.	\$72.00	\$3,600.00	\$127.00	\$6,350.00
11	SODDING (IF & WHERE DIRECTED)	200	S.Y.	\$25.80	\$5,160.00	\$2.75	\$4,950.00
12	ALLOWANCE FOR UNFORSEEN ITEMS	LUMP SUM	LUMP SUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
13	DENSE GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	20	C.Y.	\$72.00	\$1,440.00	\$20.00	\$560.00
Total Amount Bid Based on Estimated Quantities for Base Bid Items 1 - 13:					\$221,997.00		\$235,910.00

Bidder's Mathematical Error

BID FORM - Readvertised

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the Township of Lower, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein specified, and according to the requirements of the Engineer as therein set forth,

Contract Completion Time: 70 Calendar Days

Municipal Pool Renovations
Readvertised

Item	Quantity	Units	Description	Unit Price	Amount
1	LUMP SUM	LUMP SUM	CLEARING SITE	\$62,952.	\$ 62,952.00
2	1,000	S.Y.	CONCRETE SIDEWALK, 4" THICK	\$ 67.80	\$ 67,800.00
3	LUMP SUM	LUMP SUM	POOL PIPING REPLACEMENT	\$ 45,384.	\$ 45,384.00
4	30	L.F.	4' HIGH VINYL FENCE SYSTEM	\$ 48.00	\$ 1,440.00
5	30	L.F.	6' HIGH VINYL FENCE SYSTEM (IF & WHERE DIRECTED)	\$ 60.00	\$ 1,800.00
6	2	UNIT	12' PVC DRAINAGE BASIN	\$ 1,800.	\$ 3,600.00
7	55	L.F.	8" HIGH DENSITY POLYETHYLENE CULVERT STORM PIPE	\$ 60.00	\$ 3,300.00
8	1	UNIT	CONCRETE STAIR REPLACEMENT	\$ 5,520.	\$ 5,520.00
9	1	UNIT	TEST PIT EXCAVATION (IF & WHERE DIRECTED)	\$ 1.00	\$ 1.00
10	50	L.F.	SANITARY SEWER SERVICE, PVC - SDR 26	\$ 72.00	\$ 3,600.00
11	200	S.Y.	SODDING (IF & WHERE DIRECTED)	\$ 25.80	\$ 5,160.00
12	LUMP SUM	LUMP SUM	ALLOWANCE FOR UNFORSEEN ITEMS	\$20,000.00	\$20,000.00
13	20	C.Y.	DENSE GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	\$ 72.00	\$ 1,440.00
Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive:				\$	<u>221,997.00</u>

Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive (Written):

two hundred twenty-one thousand nine hundred ninety-seven 00/100 DOLLARS

Fred M. Schiavone Construction, Inc.
BIDDER


BIDDER'S SIGNATURE
Roberta M. Schiavone, President

2/15/23
DATE

BID FORM

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the Township of Lower, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein specified, and according to the requirements of the Engineer as therein set forth,

Contract Completion Time: 90 Calendar Days

Municipal Pool Renovations

Item	Quantity	Units	Description	Unit Price	Amount
1	LUMP SUM	LUMP SUM	CLEARING SITE	\$ 30,000.	\$ 30,000.00
2	1,000	S.Y.	CONCRETE SIDEWALK, 4" THICK	\$ 13.50	\$ 12,500.00
3	LUMP SUM	LUMP SUM	POOL PIPING REPLACEMENT	\$ 35,000.	\$ 35,000.00
4	30	L.F.	4' HIGH VINYL FENCE SYSTEM	\$ 100.00	\$ 3,000.00
5	30	L.F.	6' HIGH VINYL FENCE SYSTEM (IF & WHERE DIRECTED)	\$ 100.00	\$ 3,000.00
6	2	UNIT	12' PVC DRAINAGE BASIN	\$ 600.00	\$ 1,200.00
7	55	L.F.	8" HIGH DENSITY POLYETHYLENE CULVERT STORM PIPE	\$ 100.00	\$ 5,500.00
8	1	UNIT	CONCRETE STAIR REPLACEMENT	\$ 4,500.	\$ 4,500.00
9	1	UNIT	TEST PIT EXCAVATION (IF & WHERE DIRECTED)	\$ 350.00	\$ 350.00
10	50	L.F.	SANITARY SEWER SERVICE, PVC - SDR 26	\$ 127.00	\$ 6,350.00
11	200	S.Y.	SODDING (IF & WHERE DIRECTED)	\$ 2.75	\$ 4,950.00
12	LUMP SUM	LUMP SUM	ALLOWANCE FOR UNFORSEEN ITEMS	\$20,000.00	\$20,000.00
13	20	C.Y.	DENSE GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	\$ 20.00	\$ 560.00
Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive:				\$ 235,910	\$ 235,910.00

Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive (Written):

two hundred thirty five thousand nine hundred ten

DOLLARS

Rombone Concrete LLC
BIDDER

BIDDER'S SIGNATURE

02/13/2023
DATE

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

RESOLUTION #2023-99

Title: A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE CAPE MAY COUNTY ARPA
INFRASTRUCTURE GRANT FOR STORMWATER OUTFALL IMPROVEMENTS

WHEREAS, the Council of the Township of Lower has determined that it is in the best interest of the Township improve and update stormwater outfalls; and

WHEREAS, funds for such an upgrade may be available to the Township of Lower under the Cape May County ARPA Infrastructure Grant and

WHEREAS, an application must be filed with the Cape May County ARPA Infrastructure Grant program to apply for such funds.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Council of Lower Township, formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit a grant application.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of Lower Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
COOMBS						
ROY						
PERRY						
SIPPEL						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held February 22, 2023.

Julie A Picard, Township Clerk

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

RESOLUTION #2023-100

Title: RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO EASTERN ARMORED SERVICES, INC. FOR ARMORED CAR SERVICES IN CONNECTION WITH BANKING SERVICES PROVIDED BY TD BANK

WHEREAS, on December 19, 2022, pursuant to Resolution 2022-397, the Township of Lower awarded a three (3) year contract for banking services to TD Bank, commencing January 1, 2023 through December 31, 2025; and

WHEREAS, one of the anticipated banking services offered by TD Bank and contemplated within said contract is the provision of an armored car service to facilitate the transport and delivery of banking deposits from the Township of Lower to the TD Bank branch located in Marmora, New Jersey; and

WHEREAS, TD Bank has advised the Township that it utilizes the services of Eastern Armored Services, Inc. for the provision of armored car services; and

WHEREAS, East Armored Services, Inc. has submitted a proposed Agreement to the Township of Lower outlining the terms and conditions upon which the armored car services will be provided to the Township; and

WHEREAS, the proposed Agreement received from Eastern Armored Services, Inc. provides that the armor car services will be provided at no direct cost to the Township, and that any required costs/fees will be billed directly to TD Bank who in turn will collect said fees from the Township in accordance with its current banking services contract with the Township; and

WHEREAS, the Township of Lower's Chief Financial Officer has certified that the aforementioned armored car services may be awarded without competitive bidding in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as the cost of same is anticipated and outlined within the banking services contract awarded to TD Bank; and

WHEREAS, in accordance with the provisions of the New Jersey Local Public Contracts Law, the Township of Lower is required to adopt a Resolution authorizing the award of a Professional Services Contact without public bidding and the proposed Agreement, a copy of which is attached hereto, must be made available for public inspection.

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/or Township Manager are hereby authorized and directed to execute the attached one (1) year Non-Fair and Open Agreement, in accordance with N.J.S.A. 19:44A-20.5, with Eastern Armored Services, Inc. for the provision of armored car services to the Township of Lower.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

EASTERN ARMORED SERVICES, INC. SERVICE AGREEMENT

THIS AGREEMENT made this 30th day of January 2023 between Eastern Armored Services, Inc., a **CORPORATION** organized under the Laws of the State of New Jersey (“the **CORPORATION**”) having an address of 2145 Nottingham Way, Mercerville, New Jersey 08619, and Lower Township (the “**CUSTOMER**”) having an address of 2600 Bayshore Road, Villas, NJ 08251. Each of the **CORPORATION** and the **CUSTOMER** may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants and payments herein specified, the **Parties** agree as follows:

FIRST: For purposes of this Agreement, a “shipment” shall be one or more packages consigned to a single consignee.

SECOND: The **CORPORATION** agrees to call for securely sealed shipment or shipments said to contain currency, coin, checks, money orders and/or securities and other negotiable items as set forth in Schedule A, addended hereto (collectively “Valuables”), and receipt for same. In no event shall the **CORPORATION** be responsible for any shortage claimed in any such shipment or shipments if the said shipment or shipments are not distinctively labeled and securely sealed.

THIRD: The **CORPORATION** further agrees to deliver such shipment or shipments to the consignee designated on the bag, or tags affixed to such shipment or shipments.

FOURTH: Service provided by the **CORPORATION** on behalf of the **CUSTOMER** shall be on such day and at such places as outlined in Schedule A, attached hereto as an Addendum to this Agreement, along with the rates the **CUSTOMER** agrees to pay the **CORPORATION** for the Services.

FIFTH: Except as provided herein, the **CORPORATION** shall assume full responsibility for and shall indemnify the **CUSTOMER** against the loss of any and all Valuables contained in a sealed shipment or shipments up to the value marked on the shipment and the custody receipt given to the **CUSTOMER** until it is delivered to and receipted for by the consignee or the person designated by the consignee to give such receipt at the address named. If for any reason such delivery cannot be made the **CORPORATION**’s responsibility shall terminate when the same is delivered back to the **CUSTOMER** or **CUSTOMER**’s agent or to such other party as may be designated by the **CUSTOMER**. Actual amounts placed in such shipment or shipments that exceed the stated amount for which a receipt has been issued shall not be insured by the **CORPORATION** against loss or theft and shall be done at the sole risk of the **CUSTOMER**. The amount of liability shall not exceed five hundred thousand Dollars, U.S. (\$500,000) per shipment in cash. In addition, the **CORPORATION**’s liability regarding checks extends only to the cost of reconstruction. The **CORPORATION** does not insure the face value of checks.

SIXTH: The **CORPORATION** shall not be liable for any delay, or frustration of the services related to scheduling, transportation, or delivery caused by fire, strike, riot, labor trouble, accident, Act of God or government, communicable disease/virus, or any cause unavoidable or beyond the control of, or not arising from the fault or negligent act or omission of the **CORPORATION**.

The **CORPORATION** shall not be liable for any loss or damage caused by or resulting from:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack, (a) by any government or sovereign power (*de jure or de facto*), or by an authority maintaining or using military, naval or air forces; (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority of forces.
- (2) Any weapon or war employing atomic fission or radioactive force whether in time of peace or war.
- (3) Insurrection, riot, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation, seizure or destruction by order of any government or public authority.

SEVENTH: The **CORPORATION** agrees to pay over promptly to the **CUSTOMER** an amount equal to the value of all or any part of the Valuables contained in sealed package(s), up to the value marked on the package(s), when it fails to deliver such shipment as above specified, except as hereinafter provided. As a condition precedent of any claims hereunder for any loss, the **CUSTOMER** shall notify the **CORPORATION** in writing of any claim for loss within ten (10) days after delivery of any shipment with respect to which a loss is claimed, or if a shipment is not delivered, within ten (10) days following discovery of such loss or non-delivery by the **CUSTOMER** in the exercise of due diligence. Failure to notify the **CORPORATION** in a timely manner as described herein shall be deemed a waiver by the **CUSTOMER** of any loss or shortage and no account, suit or proceeding to recover for the specific loss shall be maintained against the **CORPORATION**.

EIGHTH: The **CORPORATION** agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of property received by it in a shipment, including Valuables ("Loss") from the time it is received by the **CORPORATION** until such time it is delivered to the consignee designated by the **CUSTOMER** to receive same, or in the event of non-delivery, until it is returned to the **CUSTOMER**. The **CORPORATION** does not assume liability for valuables while in the safe(s) on the **CUSTOMER**'s premises. The sole liability of the **CORPORATION** in the event of Loss from whatever cause, except as hereinafter further limited, shall be payment to the **CUSTOMER** up to the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in paragraph 5 of this Agreement or Schedule "A" whichever is less, for the designated shipment. The **CUSTOMER**

agrees to show proof in the form of register tapes and other documents of the contents of any missing items.

The **CUSTOMER** agrees with the **CORPORATION** that in the event of Loss, the **CUSTOMER** will completely cooperate to the extent to which it is capable in reconstructing checks constituting a part of the Loss and as to said checks, the **CORPORATION's** liability except as hereinafter limited shall be the payment to the **CUSTOMER** of reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, and any necessary costs because of stop-payment procedures. It is understood and agreed by the **Parties** to this Agreement that the words "reconstruct", "reconstructed," and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the checks and the identity of the maker or the endorser of each. "Complete cooperation" shall include requests by the **CUSTOMER** to the makers of the missing checks to issue duplicates and, in the event the maker refuses to do so, to assert all its legal and equitable rights against said maker or to subrogate such rights to the **CORPORATION** or its assigns.

NINTH: The **CUSTOMER** agrees to arrange to have a shipment or shipments ready for the **CORPORATION** upon **CORPORATION's** agent arrival for its prompt acceptance. Time of service will take place during **CUSTOMER's** regular business hours, shall be undefined for security purposes, and dictated by the volume and uncontrolled travel conditions of the **CORPORATION's** servicing route(s). The **CORPORATION** further does not operate around **CUSTOMER** lunch hours, emergency drills, delayed openings, or early closings.

TENTH: For the Services agreed to in Schedule A, hereto, the **CUSTOMER** or the **CUSTOMER's** representative if a third party, agrees to promptly pay the **CORPORATION**, upon presentation of an invoice or monthly invoices if cost is divided equally over a set number of months, the charge(s) set forth in Schedule A plus any applicable State and local taxes. Additional service fees (ASF) may be charged by the **CORPORATION**, to its **CUSTOMERS** who seek from the **CORPORATION**, physical discovery for physical or electronic delivery of documentation, and/or proof of delivery, and/or processing paperwork if applicable for services provided. **CORPORATION** Invoices are mailed or sent electronically on the first of the month with payment due by the 20th of that month. Failure in providing payment for scheduled services may result in temporary service suspension until payment is received. Subsequent failures to make on-time payments may result in quarterly, or annual (in advance) invoicing, or **CORPORATION's** immediate termination of agreement.

The Parties acknowledge that, if a **CUSTOMER** is a public entity, or the **CUSTOMER** is exempt from payment of taxes, the **CUSTOMER** agrees to provide satisfactory documentation evidencing such exemption. The **CUSTOMER** further agrees to defend and hold the **CORPORATION** harmless from and against any claim that the **CORPORATION** must pay or collect such taxes for the Services, including any interest, penalties, or legal costs.

ELEVENTH: The **CORPORATION** does not provide service on NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, EASTER SUNDAY, MEMORIAL DAY, JUNETEENTH, JULY 4TH, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING, DAY AFTER THANKSGIVING, CHRISTMAS, or any related observed days thereof (Fridays/Monday), because of a weekend holiday. Service days (Monday Through Sunday) which may fall on a holiday (corporate/customer/mutual) are excluded from the **CORPORATION's** monthly pricing. Services following holidays resume with a **CUSTOMER's** next regularly scheduled day.

TWELVETH: This Agreement shall take effect on the 13th day of February 2023 and shall remain in effect for twelve (12) months. The Agreement continues thereafter from year to year. If a service is subject to a proposed rate increase, the **CUSTOMER** or **CUSTOMER's** payor will be notified, and an updated agreement may be sent to the **CUSTOMER** for execution. This Agreement is subject to the right of either party to terminate by giving the other at least sixty (60) days prior written notice. The **CUSTOMER** or its designated payor remain responsible to pay invoices for sixty (60) days following any suspensions, abrupt cancellation, or cancellation prior to a sixty (60) day notice unless the **CORPORATION** has breached its obligations under this Agreement because of failures in performance resulting from occurrences within its control.

THIRTEENTH: Once **CORPORATION** is active in providing scheduled services as set forth in the "Schedule A", a **CUSTOMER** may temporarily suspend retained services by submitting a request in writing and for a term of no longer than 90 days if services are unneeded. This due only as a result to such events as outlined in the **SIXTH** section of this agreement. A monthly charge of 18% from a **CUSTOMER's** full rate will apply during such occurrences and invoiced as a "Retention Fee."

FOURTEENTH: This Agreement shall be governed in accordance with the laws of the State of New Jersey and the **Parties** agree to submit to the exclusive jurisdiction of the Superior Court of New Jersey, at a neutral venue, in any dispute arising out of or relating to the Agreement and the Addendum.

IN WITNESS WHEREOF, the **Parties** hereto have caused this Agreement to be duly executed by their proper officers, and duly authorized the day and year first written above.

CORPORATION:

CUSTOMER:

**EASTERN ARMORED
SERVICES, INC.**

Lower Township

BY: Michael J Relak

BY: _____

TITLE: Operations Manager

TITLE: _____

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

RESOLUTION #2023-101

Title: **TRANSFER OF 2022 APPROPRIATIONS**

WHEREAS, N.J.S.A. 40A: 4-59 provides for appropriation transfers during the first three months of the succeeding year when it has been determined that any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during the preceding year, which were chargeable to said appropriation, and there is an excess in any appropriation reserve over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following transfers, and totaling \$4,000.00 be made between the 2022 budget appropriation reserves:

LINE ITEM		ACCT. NUMBER	TO	FROM
RECREATION	OE	2-01-28-370-200	4,000.00	
RECREATION	S&W	2-01-28-370-100		4,000.00
			4,000.00	4,000.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

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

ORDINANCE #2023-04

Title: AN ORDINANCE AMENDING CHAPTER 260, CURFEW, OF THE CODE OF THE TOWNSHIP OF LOWER IN ORDER TO MODIFY ESTABLISHED CURFEW HOURS AND ENFORCEMENT PROCEDURES TO ENSURE CONSISTENCY WITH N.J.S.A. 40:48-2.52 AND ATTORNEY GENERAL DIRECTIVE 2020-12

WHEREAS, over the course of the past several months, the Township of Lower has received several complaints from residents in relation to alleged acts of juvenile delinquency and unruly behavior; and

WHEREAS, in light of recent legislation enacted by the State of New Jersey and the promulgation of Attorney General Directive 2020-12, the ability of local municipalities to enforce existing Laws and Ordinances in response to actions involving juveniles has been curtailed; and

WHEREAS, in response to the concerns raised by Township residents, the Township Council of the Township of Lower directed the Township Solicitor to contact the Cape May County Prosecutor's Office and to research and discuss what actions can be taken by the Township, in response to the recent legislation and Attorney General directive, to address the unruly behavior that has been impacting the Township and its residents; and

WHEREAS, based upon the findings of the Township Solicitor, the Township has determined that it has the legal authority and ability to enforce its curfew Ordinance, set forth within Chapter § 260 of the Code of the Township of Lower, provided the Township complies with the requirements of Attorney General Directive 2020-12; and

WHEREAS, in an effort to ensure consistency with N.J.S.A. 40:48-2.52 and New Jersey Attorney General Directive 2020-12, the Township Council of the Township of Lower recognizes a need to modify the established curfew hours and the enforcement procedures associated with its Curfew Ordinance in an effort to prevent future acts of juvenile delinquency within the Township.

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 260, Curfew, Subsection 2, Curfew hours established, is hereby repealed and replaced with:

260-2 Curfew hours established.

It shall be unlawful for a juvenile to be on any public street or any public place in the Township of Lower between the following hours:

- (1) Between September 15 and May 14: 11:00pm to 6:00am, subject to the exceptions set forth in § 260-3.
- (2) Between May 15 and September 14: 12:00am to 6:00am, subject to the exceptions set forth in § 260-3.

Section 2. Chapter 260, Curfew, Subsection 5, Issuance of warnings, is hereby repealed and replaced with:

260-5 Enforcement; Issuance of Warnings and Summons.

First Offense: Upon the initial occurrence of a violation of this chapter by a juvenile, the Lower Township Police Department will issue the juvenile a curbside warning. A curbside warning for a curfew ordinance violation will be documented with a case number and an entry in the curbside warning tracking system.

Second Offense: Upon a second occurrence of a violation of this chapter by a juvenile, the Lower Township Police Department will issue a formal written warning to the juvenile and to the juvenile's

parent and/or guardian. The issuance of a formal written warning will be documented with a case number in the curbside warning tracking system and/or curfew ordinance violation log.

Third or Subsequent Offense: Upon a third and/or subsequent occurrence of a violation of this chapter by a juvenile, the Lower Township Police Department, will issue a formal complaint summons to the juvenile and a formal complaint summons to the parent and/or guardian of the juvenile offender. In the event a juvenile is charged with an act of juvenile delinquency, while engaged in a third or subsequent curfew ordinance violation within a year, a violation of this chapter will be added to the complaint.

Section 3. Chapter 260, Curfew, Subsection 7, Identification cards, is hereby repealed in its entirety.

Section 4. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 5. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 6. This Ordinance shall become effective 20 days after final passage and publication according to law.

Thomas Conrad, Councilmember

Kevin Coombs, Councilmember

Roland Roy, Jr., Councilmember

David Perry, Deputy Mayor

First Reading:

Frank Sippel, Mayor

Adopted:

Attest: _____
Julie A Picard, Township Clerk

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

RESOLUTION # 2023-102

Title: **RESOLUTION AUTHORIZING THE EXECUTION OF A STATE AID AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR CONSTRUCTION OF THE HEREFORD INLET TO CAPE MAY INLET, NEW JERSEY HURRICANE AND STORM DAMAGE REDUCTION PROJECT**

WHEREAS, in response to hurricane and storm damage throughout the State of New Jersey, specifically along the Atlantic coastline, the New Jersey Department of Environmental Protection and the United States Army Corps of Engineers have proposed the Hereford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project; and

WHEREAS, the Project will result in the construction of storm damage reduction measures in an effort to reduce flooding and storm damage risks in areas along the Atlantic Coast within the North Atlantic Division of the Corps that were affected by Hurricane Sandy; and

WHEREAS, this Project has been authorized by Section 1401(3) of the Water Resources Development Act of 2016, Public Law 114-322; and

WHEREAS, the estimated cost of initial construction of the Project is projected to be \$21,600,000.00, with the Federal Government assuming responsibility for 65% of said costs, projected to be \$14,040,000.00, and the New Jersey Department of Environmental Protection assuming responsibility for 35% of said costs, projected to be \$7,560,000.00; and

WHEREAS, the Project anticipates periodic renourishment of the Project for a period of fifty years from the start of initial construction, at a four-year renourishment cycle, if required, with each renourishment being subject to subsequent State Aid Agreements; and

WHEREAS, in the event renourishment is required, the costs associated with same will be shared with 50% federal and 50% non-federal contributions, 75% of the non-federal share will be paid by the New Jersey Department of Environmental Protection and the remaining 25% will be paid by the Township, subject to subsequent State Aid Agreements; and

WHEREAS, in order to move forward with the Project, the New Jersey Department of Environmental Protection has prepared and submitted a State Aid Agreement for the initial construction of the Project, a copy of which is attached hereto, for its review and execution; and

WHEREAS, the Township Council of the Township of Lower has reviewed the proposed State Aid Agreement, and has determined that the execution of same is in the best interests of the Township and its residents.

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/or Township Manager are hereby authorized and directed to execute the attached State Aid Agreement with the New Jersey Department of Environmental Protection for the construction of the Hereford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Protection Project.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 22, 2023.

Julie A Picard, Township Clerk

**STATE AID AGREEMENT
BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
THE TOWNSHIP OF LOWER
FOR CONSTRUCTION OF THE
HEREFORD INLET TO CAPE MAY INLET, NEW JERSEY
HURRICANE AND STORM DAMAGE REDUCTION PROJECT
PROJECT NUMBER 6040-L-I**

THIS AGREEMENT made and executed this _____ day of _____, Two Thousand and Twenty Three **BY AND BETWEEN THE TOWNSHIP OF LOWER**, a Municipal Corporation in the County of Cape May, New Jersey, hereinafter called the “Municipality”, and the **STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION**, hereinafter called the “Department”, **WATERSHED AND LAND MANAGEMENT, DIVISION OF RESILIENCE ENGINEERING & CONSTRUCTION, OFFICE OF COASTAL ENGINEERING**, hereinafter called the “Office”.

WHEREAS, Construction of the Hereford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project, hereinafter referred to as the “Project”, was authorized by Section 1401(3) of the Water Resources Development Act of 2016, Public Law 114-322; and

WHEREAS, under the Construction heading, Chapter 4, Title X, Division A of the Disaster Relief Appropriations Act of 2013, Public Law 113-2 (127 Stat. 24-25) enacted January 29, 2013, hereinafter “DRAA 13,” certain projects, or elements thereof, under study by the U.S. Army Corps of Engineers, hereinafter referred to as the “Corps”, for reducing flooding and storm damage risks in areas along the Atlantic Coast within the North Atlantic Division of the Corps that were affected by Hurricane Sandy are authorized for construction pursuant to DRAA13 to the extent DRAA13 funds are available; and

WHEREAS, the Assistant Secretary of the Army (Civil Works) on February 1, 2016 determined that the Project is technically feasible, economically justified, and environmentally acceptable; and

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, (33 U.S.C. 2213) specifies the cost-sharing requirements applicable to the Project; and

WHEREAS, pursuant to DRAA 13, the Secretary of the Army is directed to finance the non-Federal cash contribution for certain projects using DRAA 13 funds in accordance with the provisions of Section 103(k) of the Water Resources Development Act of 1986, Public Law 99-662, to complete initial construction of the Project; and

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to DRAA 13 funds that will be used for design and construction of the Project; and

WHEREAS, the Department, as the non-Federal sponsor of the Project, and the Army Corps of Engineers entered into a Project Partnership Agreement, hereinafter referred to as the "PPA," on January 17, 2017, attached hereto as Appendix A, for the initial construction of the Project in the City of North Wildwood, City of Wildwood, Borough of Wildwood Crest and Township of Lower, pursuant to the requirements of DRAA 13, and for periodic renourishment, operation, and maintenance of the Project; and

WHEREAS, the Department and the Municipality desire to enter into this State Aid Agreement for the initial construction of the Project along the oceanfront of the Diamond Beach section of the Municipality. The Diamond Beach section extends from the Wildwood Crest border, approximately 300 feet north of East Rochester Avenue, southerly to the border of the U.S. Fish and Wildlife Cape May National Wildlife Refuge Two Mile Beach Unit, approximately 230 feet south of Raleigh Avenue; and

WHEREAS, the periodic renourishment portion of the Project is authorized for fifty years from the start of initial construction, at a four-year renourishment cycle, if required, with each renourishment being subject to subsequent State Aid Agreements; and

WHEREAS, the Department has the full authority to perform all of its responsibilities for the Project under New Jersey State Law PL 92, c. 148; PL 95, c. 164 and N.J.S.A. 12:6A-1, et seq.; and

WHEREAS, the Municipality has the full authority to perform all of its responsibilities for the Project under N.J.S.A. §§ 40:56-1, et seq., 40:69A-1, et seq., and 40A:12-1, et seq. and the applicable municipal code, and the Mayor of the Municipality is duly authorized to enter this Agreement; and

WHEREAS, the total cost of the entire Project, including initial beachfill construction and renourishment over 50 years, based on the March 2014 price level, is estimated at \$104,030,000.00, as defined in the PPA and January 23, 2015 Chief's Report issued by the Department of the Army, attached hereto as Appendix B; and

WHEREAS, the estimated cost of initial construction of the Project is projected to be \$21,600,000.00, with the Federal Government's 65% share of such costs projected to be \$14,040,000.00, and the Department's 35% share of such costs projected to be \$7,560,000.00. The Municipality is not required to cost share for the initial construction of the Project except for any Municipal-requested additional work and betterments, as set forth in attached Appendix C. This estimated cost includes the sand placement on the beach and dune, mobilization and demobilization, dune crossovers, dune planting and fencing, and Engineering & Design/Supervision & Administration (E&D/S&A) costs within the City of North Wildwood, City of Wildwood, Borough of Wildwood Crest and Township of Lower; and

WHEREAS, future renourishment costs over the fifty-year life of the Project is 50% federal and 50% non-federal as set forth in the Chief's Report. During a periodic renourishment event, the Department anticipates that 75% of the non-federal share will be paid by the Department and the remaining 25% will be paid by the Municipality, and will be subject to a future State Aid Agreement; and

WHEREAS, public parking is provided on Rochester Avenue, Memphis Avenue and Raleigh Avenue east of Pacific Avenue, and along Atlantic Avenue and Seaview Avenue; and

WHEREAS, the Municipality currently has public access to the beach and oceanfront at the Diamond Beach section at: E. Rochester Avenue; E. Memphis Avenue; Ibis Lane; and E. Raleigh Avenue; and

WHEREAS, restroom facilities are seasonally provided for public use at Memphis Avenue; and

WHEREAS, the expenditure of public funds is conditioned upon compliance with the State of New Jersey Department of Environmental Protection's Coastal Zone Management Rules and all other applicable laws, rules and regulations; and

WHEREAS, once any portion of the Project is complete, the Municipality will be responsible for all routine operations, maintenance and associated costs of the Project in the Municipality between periodic renourishment of the Project.

NOW THEREFORE, all Parties hereto do mutually agree as follows:

(1) The Department shall acquire, for the Department and the Municipality, the perpetual easements for the private properties listed in Appendix D necessary for construction, renourishment activities, and maintenance of the Project, and in some cases for the borrowing, excavating, and removing of sand and soil. The perpetual easement types required for all properties listed in Appendix D are located in Appendix E. In addition to the above, the easements shall provide access to the Department, the Municipality, and the Corps, their representatives, agents, contractors and assigns, and shall provide for public access to and use of the entire beachfront and tidal lands in the Project construction area. The perpetual easements shall also provide the access necessary to ensure the protection of threatened and endangered wildlife and vegetation and for the implementation and enforcement of the beach wildlife and Seabeach Amaranth management plan developed under Clause (7) below, to the Department, and the Corps,

their agents, employees, and contractors. The easements obtained for the Project shall be provided by the Department to the Municipality.

(2) In satisfying its obligations in this Agreement, the Municipality shall comply with all of the Department's Coastal Zone Management Rules (N.J.A.C. 7:7 et seq.), including but not limited to: Dunes (7:7-9.16); Overwash Areas (7:7-9.17); Coastal High Hazard Areas (7:7-9.18); Erosion Hazard Areas (7:7-9.19); Beaches (7:7-9.22); Endangered or Threatened Wildlife or Plant Species Habitat (7:7-9.36); and Coastal Engineering (7:7-15.11).

(3) Bulldozing, excavation or mechanical alteration of any beach and dune is strictly prohibited, except as permitted by the Department's Standards for Beach and Dune Activities in accordance with N.J.A.C. 7:7-10, or as permitted by any other valid permits from the Department pursuant to New Jersey's Coastal Zone Management Rules and with the concurrence of the Office and the Corps. The parties recognize that the Project will be constructed on private properties, and the Municipality shall not conduct or allow obstructions or encroachments in any Project easement areas that reduce the level of protection of the Project or hinder operation and maintenance of the Project.

(4) The Municipality shall ensure that all existing public access, public parking areas, and all new public access dune-crossovers constructed as part of the Project be operated and maintained for public use. The Municipality shall ensure that all public access identified in this Agreement and provided as part of the Project be provided in a nondiscriminatory manner in accordance with law.

(5) The Municipality acknowledges all lands now or formerly flowed by the mean high tide are owned by the State of New Jersey, excluding any riparian interests previously granted by the State, and that title to any lands which cease to be flowed by the mean high tide as a result of the shore protection or dredging project remains in the State of New Jersey.

(6) The Municipality as a public entity recognizes its continuing obligation to ensure compliance with the Public Trust Doctrine in accordance with the laws of the State of New Jersey.

(7) The Municipality, pursuant to the Endangered Species Act (16 U.S.C. 1531, et. seq.), its implementing regulations (50 CFR Part 17), and the U.S. Fish and Wildlife Service document entitled, “Biological Opinion on the Effects of Federal Beach Nourishment Activities Along the Atlantic Coast of New Jersey Within the U.S. Army Corps of Engineers, Philadelphia District on the Piping Plover (*Charadrius melodus*) and Seabeach Amaranth (*Amaranthus pumilus*)”, and to ensure consistency with endangered and threatened species provisions of New Jersey’s Coastal Zone Management Rules (N.J.A.C. 7:7-9.36) and New Jersey’s Endangered and Nongame Species Conservation Act (N.J.S.A. 23:2A); shall develop and implement one beach species management plan entitled, “Township of Lower Beach - Diamond Beach Management Plan for the Protection of State and Federally Listed Endangered and Threatened Species” for the Diamond Beach section of the municipality. The plan shall be approved and formally adopted through a memorandum of agreement among the Municipality, the Department’s Natural and Historic Resources Program, and the U.S. Fish and Wildlife Service. Further, the Municipality will be required to comply with the following:

The Municipality must make initial contact with the U.S. Fish and Wildlife Service (Appendix F) within thirty (30) days of receiving the executed copy of this agreement. The Municipality must submit a draft beach species management plan within six (6) months of the signing of this agreement and have a final executed agreement within 6 months of U.S. Fish and Wildlife Plan approval.

Prior to the completion and adoption of a beach species management plan, except as permitted by any valid permits from the Department pursuant to New Jersey’s Coastal Zone Management Rules, the Municipality agrees to observe and implement the guidelines established by the U.S. Fish and Wildlife Service as detailed in “Guidelines for Managing Recreational Activities in Piping Plover Breeding Habitat on the U.S. Atlantic Coast to Avoid Take Under Section 9 of the Endangered Species Act” (Appendix G) and to observe and implement the following U.S. Fish and Wildlife Service recommendations for protection of Seabeach Amaranth in documented protective zones (as based on plant distribution from the last three (3) seasons or if a new plant were to grow):

- Beach raking is prohibited from the landward limit of the dune or seawall to the mean high waterline from May 15 to December 1.
- Sand scraping or other mechanical manipulation of the beach is prohibited year round.

- Vehicular use is restricted to essential and emergency services, and to the area below the mean high water line, from May 15 to December 1.
- In areas of high pedestrian traffic, the Municipality does not object to the U.S. Fish and Wildlife Service erecting string and post symbolic fencing to route people away from the protective zones.
- Limited vegetation planting and sand fencing to dune areas, allowing the upper beach to remain unstable and sparsely vegetated. Use only native species of vegetation.

(8) If the Municipality does not comply with the above requirements the Municipality will be in breach of its obligations under this Agreement unless the Department, in its sole discretion, determines to extend the time for compliance. If the Department elects not to extend the time for compliance, the Municipality will be deemed in breach, and the Department may exercise any remedy available to it under this Agreement or at law or equity, including remedy to require specific performance by the Municipality of its obligations under this Agreement.

(9) All Project costs are estimates subject to adjustment by the Government, increases or decreases in equipment and material costs, and inflation, and are not to be construed as the total financial responsibilities of the Government, the State of New Jersey as the Non-Federal Sponsor and the Municipality. However, such adjustments will not impact the Municipality's financial responsibilities for the initial construction of the Project. The cost of the Project may increase due to unanticipated additional work or betterments to the Project as requested by the Municipality. Municipally-requested additional work or betterments shall be paid 100% by the Municipality for non-shore protection work. Any unanticipated additional work or betterments requests that are considered shore protection work may be cost shared by the Department, if funds are available. The final cost will be based on actual cost as documented by records maintained by the Department and the Corps. The Department will invoice the Municipality for the Municipality's financial obligations regarding any increase in Project cost, prior to bid solicitation for the construction contract for a particular phase of the Project. Payment shall be made by the Municipality within 30 days of its receipt of the invoice, unless a longer time period is agreed to by the Department. Should the Municipality be unable to pay any increased costs due to lack of funds, it must inform the Department prior to the construction of any future betterment. The Department will invoice the Municipality for any unanticipated Municipal requested additional work or betterments to the Project.

(10) If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, then the Department reserves all legal recourse including but not limited to seeking injunctive relief to force compliance or commencing an action in a court of appropriate jurisdiction to obtain an account and to recover the State's share of any funds provided to the Municipality under this Agreement, plus interest, legal costs and other expenses. If the Municipality fails to provide its share of the funding in the time and manner required or otherwise breaches any obligation under this Agreement, the Department reserves the right to cease its performance under this Agreement. Further, if the Municipality fails to provide its share, or any portion thereof, of the funding in the time and manner required, the Department reserves the right to withhold from the Municipality payment of funds for present or future work on any phase of the Project necessary for the Department to recover that share of the funding that the Municipality has failed to provide. Prior to instituting any action under this provision, the Department shall serve the Municipality with a written notice of the violation of the Agreement and the Municipality shall have 60 days to cure any breach or nonpayment. In addition, if the Municipality fails to perform in accordance with this Agreement, its eligibility for future shore protection funds may be impacted.

(11) If the Department fails to receive annual appropriations or the federal share provided for under the PPA in amounts sufficient to meet the Department's project costs for the then current upcoming fiscal year, the Department shall so notify the Municipality in writing, and 60 days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. Such suspension shall remain in effect until such time as the Department receives sufficient appropriations or until either part elects to terminate this Agreement. Any such termination shall not relieve the parties of liability for any obligation previously incurred.

(12) All notices under this Agreement shall be sent in writing to:

For the Department:

Bureau Chief
Office of Coastal Engineering
1510 Hooper Avenue, Suite 140
Toms River, New Jersey 08753

For the Municipality:

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

(13) The Municipality herein represents that it has complied with all conditions and obligations imposed by any prior State Aid Agreement with the Department or the Office or has entered into a compliance schedule, which is made a part of this Agreement and is attached hereto.

(14) The waiver of a breach of any of the terms or conditions of this Agreement by the Department shall not constitute a waiver of any subsequent breach. Any consent by the Department to a delay in the Municipality's performance of any obligation shall apply only to the particular transaction to which the consent to delay relates, and it shall not be applicable to any other obligation or transaction under this Agreement.

(15) In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.

(16) Nothing contained herein shall be construed so as to create rights in any third party.

(17) This Agreement will take effect upon execution by all parties and will remain in effect, except as otherwise provided in the Agreement, and can be amended by agreement of the parties.

(18) This Agreement may be executed in counterparts.

(19) If any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Agreement and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(20) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.

(21) Once any portion of the Project is complete, the Municipality is responsible for all future routine operation, maintenance and associated costs of the Project between jointly performed beach renourishment. Operation and maintenance of the Project consists of maintaining the beach in a safe condition, free of steep slopes or scarping that may be created by wind or wave action, and maintaining all features of the public access dune crossovers, including all fencing and surfacing, in a safe and functional condition. Operation and maintenance of the Project also includes keeping the public off the dune, except at approved dune-crossovers. The Municipality shall not be required to independently perform Project renourishment. In order to perform certain beach and dune maintenance activities, the Municipality must have a valid beach and dune maintenance permit issued from the Department's Division of Land Resource Protection. The Municipality may assign responsibility for routine beach operation and maintenance, but any such action will not relieve the Municipality of its obligations under the terms of this Agreement for all portions of the Project area once completed. Future non-routine maintenance of the Project shall be addressed in further detail by a future State Aid Agreement signed by the parties.

(22) All parties understand and agree that the intent of this Project is to provide shoreline stabilization and storm damage reduction along the Atlantic Ocean in the Township of Lower. This Project has been designed by the U.S. Army Corps of Engineers and reviewed and approved by the Department and the Municipality. Due to natural forces and/or changing conditions, there is no guarantee that the beachfill will persist or maintain its engineering integrity and effectiveness post construction.

IN WITNESS WHEREOF, the Municipality and the Department have hereunto set their respective names on the day and year first above written.

TOWNSHIP OF LOWER

ATTESTED:

BY _____
Frank Sippel
Mayor
Township of Lower

Julie Picard
Municipal Clerk
Township of Lower

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERSHED AND LAND MANAGEMENT
DIVISION OF RESILIENCE ENGINEERING & CONSTRUCTION
OFFICE OF COASTAL ENGINEERING

ATTESTED:

BY _____
Kelley Staffieri
Bureau Chief
Office of Coastal Engineering

APPROVED:

BY _____
Dennis Reinknecht
Director
Division of Resilience Engineering & Construction

AUTHORIZED:

BY _____
Katrina Angarone
Assistant Commissioner
Watershed and Land Management

The aforementioned Agreement has been reviewed and approved as to form.

Matthew J. Platkin
Attorney General of New Jersey

BY _____
David C. Apy
Assistant Attorney General

APPENDIX A
THE PPA

APPENDIX B
CHIEF'S REPORT

APPENDIX C
PROJECT 6040-L-I
HEREFORD INLET TO CAPE MAY INLET, NEW JERSEY
HURRICANE AND STORM DAMAGE REDUCTION PROJECT
TOWNSHIP OF LOWER COST SHARING ANALYSIS

Hereford Inlet to Cape May Inlet
Beachfill Cost Estimate
Cost Estimate based upon executed PPA

ESTIMATED TOTAL INITIAL CONSTRUCTION COST \$21,600,000.00

FEDERAL AND NON-FEDERAL ESTIMATED COST SHARE

65% Federal Share	\$14,040,000.00
35% Non-Federal Share	\$ 7,560,000.00
Total	<u>\$21,600,000.00</u>

NON-FEDERAL ESTIMATED COST SHARE

100% State of New Jersey Share	\$ 7,560,000.00
0% Township of Lower Share	\$ 0.00
Total	<u>\$ 7,560,000.00</u>

APPENDIX D

**PERPETUAL STORM DAMAGE REDUCTION FOR BEACH CLUB EASEMENTS
WILL BE ACQUIRED FOR:**

BLOCK	LOT	DESCRIPTIONS/REMARKS
700.02	1.04	PRIVATE-NOT OBTAINED
700.02	1.05	PRIVATE-NOT OBTAINED
710.02	1.03	PRIVATE-NOT OBTAINED
719	3.01	PRIVATE-NOT OBTAINED
730.02	1.02	PRIVATE-NOT OBTAINED
730.02	1.03	PRIVATE-NOT OBTAINED

APPENDIX E
DRAFT PERPETUAL STORM DAMAGE REDUCTION FOR BEACH CLUB
EASEMENT
(SUBJECT TO FURTHER REVISION)

Prepared by:

DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION
FOR BEACH CLUB EASEMENT

THIS DEED OF DEDICATION AND PERPETUAL STORM DAMAGE REDUCTION FOR BEACH CLUB EASEMENT is made this _____ day of _____, 2020 BY AND BETWEEN

whose address is

referred to herein as Grantor,

AND

THE TOWNSHIP OF LOWER, a Municipal Corporation of the State of New Jersey whose post office address is Municipal Clerk, 2600 Bayshore Road Villas, NJ 08251, **AND THE STATE OF NEW JERSEY** referred to herein collectively as the Grantees,

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract of land, located in the Township of Lower, County of Cape May, State of New Jersey, and identified as **Block _____, Lot _____**, on the official tax map of the Township of Lower, hereinafter the "Property," and Grantor holds the requisite interest to grant this Deed of Easement; and

WHEREAS, the Grantees recognize that the beach at the Township of Lower, New Jersey is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantees desire to participate with each other and the United States Army Corps of Engineers to construct the Hereford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project, as defined in the January 17, 2017 Project Partnership Agreement between the Department of the Army and the State of New Jersey, hereinafter "Project"; and,

WHEREAS, construction of the Project includes periodic renourishment, which may be performed solely by the Grantees or in conjunction with the United States Army Corps of Engineers; and,

WHEREAS, in order to accomplish part of the Project, Grantees need a Perpetual Storm Damage Reduction for Beach Club Easement on portions of said Property herein described; and,

WHEREAS, the United States Army Corps of Engineers and/or State of New Jersey will not participate in the Project unless the Grantees acquire the real property interest herein described in all real property needed for the Project; and,

WHEREAS, the Township of Lower shall consider this Deed of Easement in establishing the full assessed value of any lands subject to such restrictions; and,

WHEREAS, the Grantor currently operates its beach during the summer as a public beach by selling beach badges and/or seasonal passes in a manner consistent with N.J.A.C. 7:7E-8.11; and,

WHEREAS, the Grantor desires to cooperate in allowing the Project to take place on a portion of said Property; and,

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project; and,

WHEREAS, the Grantor acknowledges that after successful implementation of the Project the beach and dune are still subject to the forces of nature which can result in both erosion and accretion of the beach and dune; and,

NOW, THEREFORE, in consideration for the benefits to be received by the Grantor from the successful implementation of the Project, the Grantor grants and conveys to Grantees, an irrevocable, assignable, perpetual and permanent easement as set forth herein:

GRANT OF EASEMENT: A perpetual and assignable easement and right-of-way for the Hereford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project in, on, over and across that portion of land of the Property, known as **Block ____, Lot ____** as shown on the Township of Lower's official tax map, described on the attached metes and bounds description with plot plan attached hereto as Exhibit A, for use by the State of New Jersey, the Township of Lower, and the United States Army Corps of Engineers and its contractors, and each of their representatives, agents, contractors and assigns to:

- a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish periodically;
- b. Move, temporarily store and remove equipment and supplies;
- c. Erect and remove temporary structures;

- d. Perform any other work necessary and incident to the construction, periodic renourishment, and maintenance of the Hereford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project together with the right of public use and access;
- e. Post signs and plant vegetation on said dunes and berms;
- f. Erect, maintain, and remove silt screens and snow fences;
- g. Facilitate preservation of the dunes and vegetation through the limitation of access to dune areas;
- h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures, and obstacles within the limits of the easement;

subject however, to existing easements for utilities and pipelines, existing public highways, existing paved public roads and existing public streets.

The Grantor reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct a dune overwalk structure in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function, and that prior approval of the plans and specifications for such structures must be obtained from the Township of Lower and the State of New Jersey, and provided further that such structures are to be considered subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the Project. The Grantor further reserves to the Grantor, the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the Grantees.

Duration of Easement: The easement granted hereby shall be in perpetuity, and in the event that the Township of Lower or the State of New Jersey shall become merged with any other geopolitical entity or entities, the easement granted hereby shall run in favor of surviving entities. The covenants, terms, conditions and restrictions of this Deed of Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

Municipality to Maintain Beach: The Township of Lower agrees, consistent with all Federal, State and local statutes and regulations, that at all times it shall use its best, good-faith efforts to cause the beach area abutting Grantor's lands to be maintained, consistent with any applicable Federal, State or local laws or regulations, notwithstanding any action or inaction of the State of New Jersey, Department of Environmental Protection or the United States Army Corps of Engineers to maintain the beach area.

Character of Property: Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the Property as private property; nothing herein shall be deemed to grant to the Grantees or otherwise permit the Grantees or any other person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines or setback lines of the Property.

By the acceptance of this Deed of Easement, the Township of Lower agrees, to the extent allowed by applicable law, that the Lands burdened by the easement herein described shall not be excluded from the calculation of minimum square footage requirements when construing applications under the Zoning Ordinance of the Township of Lower.

Miscellaneous:

1. The enforcement of the terms of this Easement shall be at the discretion of the Grantees and any forbearance by Grantees to exercise their rights under this Easement in the event of any violation by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent violation or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.
2. The interpretation and performance of this Deed of Easement shall be governed by the laws of the State of New Jersey.
3. If any provision of this Deed of Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Any notice, demand, request, consent, approval or communication under this Deed of Easement shall be sent by regular first-class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
5. The captions in this Deed of Easement have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.
6. Structures not part of the project are not authorized.
7. Consistent with New Jersey law, during the summer season from _____ to _____ when lifeguard and other beach amenity services (e.g., beach maintenance, trash removal) are provided by the Grantor to the public, Grantor may charge fees for daily and seasonal beach badges and/or passes, provided Grantor allows audit of its records, and access and use of the beach, in accordance with N.J.A.C. 7:7E-8.11 (t), (u), (v), (w) and (y), as set forth in Exhibit ____.
8. Grantor represents and warrants he/she/it holds the requisite ownership interest and authority to execute this Deed of Easement; and has made this Deed of Easement for the full and actual consideration as set forth herein.
9. This Deed may be executed in counterparts by the respective Parties, which together will constitute the original Deed.

IN WITNESS WHEREOF, with the parties understanding and agreeing to the above, they do hereby place their signatures on the date at the top of the first page.

Accepted by the
PROPERTY OWNER, GRANTOR

Witnessed by:

GRANTOR

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date _____

STATE OF NEW JERSEY
COUNTY OF _____ SS.:

I CERTIFY that on _____ 2023,

personally came before me and this person acknowledged under oath, to my satisfaction that this person (or if more than one, each person);

- 1) is named in and personally signed this Deed of Easement; and
- 2) signed, sealed and delivered this Deed of Easement as his or her act and deed.

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Accepted by the
TOWNSHIP OF LOWER, GRANTEE

Witnessed by:

BY: _____
Frank Sippel
Mayor

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date _____

Accepted by the
STATE OF NEW JERSEY, GRANTEE

Witnessed by:

BY: _____
Dennis Reinknecht
Director
Division of Resilience, Engineering and Construction

NOTARY PUBLIC OF THE
STATE OF NEW JERSEY

Date _____

APPENDIX F

U.S. FISH AND WILDLIFE CONTACT INFORMATION

U.S. Fish and Wildlife Service
New Jersey Field Department
Eric Schradig, Field Office Supervisor
4 E. Jimmie Leeds Road, Suite 4
Galloway, New Jersey 08205
(609) 646-9310

APPENDIX G

GUIDELINES FOR MANAGING RECREATION ACTIVITIES IN PIPING PLOVER BREEDING HABITAT ON THE U.S. ATLANTIC COAST TO AVOID TAKE UNDER SECTION 9 OF THE ENDANGERED SPECIES ACT

Northeast Region, U.S. Fish & Wildlife Service, April 15, 1994

<https://www.fws.gov/library/collections/new-jersey-coastal-species-and-habitat-management-documents>

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

ORDINANCE #2023-03

BOND ORDINANCE PROVIDING FOR VARIOUS ROADWAY AND DRAINAGE IMPROVEMENTS, BY AND IN THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$2,700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$2,700,000, said sum being inclusive of \$200,000 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 \$2,700,000 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 \$2,500,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$2,500,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various roadway and drainage improvements in and throughout the Township, said improvements to include, but not be limited to, all or portions, as applicable, of the following roadways: Carriage Lane, Timber Lane; Trotter Way, Bridle Path, Saddle Court, Paddock Lane and Briarwood Drive; Arctic Avenue (from Lincoln Boulevard to Rosehill Parkway (including intersections)); Weeks Landing Road (from Rossi Drive to Route 9); Corson Lane; Atlantic Avenue (Diamond Beach) (from Seapointe Boulevard to Township line); Onondago Avenue (from 8th Avenue to Route 109); 8th Avenue (from Wissahickon Avenue to Route 109); Lincoln Boulevard (from Adriatic Avenue to Beach Drive); Yale Street (from Atlantic Avenue to Pacific Avenue); Beachhurst Drive; Deepwater Road; Edgewater Road; Wildwood Avenue; and Bay Drive (from Wildwood Avenue to Tahoe Drive), which improvements shall include, as applicable, excavation, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement, and where necessary, the sealing of pavement cracks, drainage improvements, resetting utility castings, the repairing and/or installation of curbs, sidewalks and driveway aprons, installation of curb ramps in compliance with ADA, striping and/or pedestrian improvements, landscaping and aesthetic 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 \$2,500,000.

(c) The estimated cost of said improvement or purpose is \$2,700,000, 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 \$200,000.

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 20 years.

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

(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

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

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

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

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

Adopted on First Reading
Dated: February 6, 2023

Thomas Conrad, Councilman

Julie Picard, Township Clerk

Kevin Coombs, Councilman

Roland Roy, Councilman

Adopted on Second Reading
Dated: February 22, 2023

David Perry, Deputy Mayor

Julie Picard, Township Clerk

Frank Sippel, Mayor

Approval by the Mayor on this _____ day of _____, 2023

FRANK SIPPEL, Mayor

Township of Lower
 2600 Bayshore Road
 Villas, NJ 08251
 609-8862005

OFFICE OF CONSTRUCTION OFFICIAL

Construction Permit Activity Report

RANGE: 01/01/2023 To 01/31/2023

February 01, 2023 1:33:48PM

SUMMARY

CONSTRUCTION COSTS

COUNT

Cost Of Construction:	\$2,577,350.00	Cubic Footage:	496391 Cu.ft	Permit Issued:	106
Cost Of Alteration:	\$1,369,256.00	Square Footage:	29408 Sq.ft	Updates Issued:	5
Cost Of Demolition:	\$49,000.00			All Fees Waived:	4
Total Cost:	\$3,995,606.00			Municipal Fees Waived:	0

PERMIT FEES

ADMIN FEES

WAIVED FEES

TOTAL FEES

Building:	\$43,715.00	Building:	\$0.00	Building:	\$6,952.00	Building Fees:	\$36,763.00
Electrical:	\$9,421.00	Electrical:	\$0.00	Electrical:	\$125.00	Electrical Fees:	\$9,296.00
Fire :	\$7,030.00	Fire :	\$0.00	Fire :	\$140.00	Fire Fees:	\$6,890.00
Plumbing:	\$7,996.00	Plumbing:	\$0.00	Plumbing:	\$90.00	Plumbing Fees:	\$7,906.00
Elevator:	\$306.00	Elevator:	\$0.00	Elevator:	\$306.00	Elevator Fees:	\$0.00
Mechanical:	\$2,055.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$2,055.00
				* Total Waived:	\$7,613.00	Technical Fees:	\$62,910.00

DCA

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$1,841.00	\$716.00	\$1,125.00
Alteration Training Fee:	\$2,612.00	\$628.00	\$1,984.00
DCA Minimum Fee:	\$4.00	\$0.00	\$4.00
Sub total Training Fee:	\$4,457.00	\$1,344.00	\$3,113.00

TECHNICAL ISSUES

Building Technical:	62
Electrical Technical:	78
Fire Protection Technical:	40
Plumbing Technical:	42
Elevator Technical:	1
Mechanical Technical:	25

CERTIFICATE ISSUES

Certificate of Occupancy:	12
Certificate of Approval:	49
Certificate of Continued Occupancy:	0

Certificate of Occupancy Fee:	\$5,331.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$5,331.00

PERMIT FEES:	\$62,910.00
DCA FEES:	\$3,113.00
CERTIFICATE FEES:	\$5,331.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$71,354.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$71,354.00

* By State law (see N.J.S. 52:27D-126c): \$7,613.00

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

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 01/01/2023 To 01/31/2023

February 1, 2023 1:34:19PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$1,942.00	\$69,412.00	\$0.00	\$71,354.00
BOUNCED CHECK	Sub Totals:	\$0.00	\$20.00	\$0.00	\$20.00
CONTRACTOR LICENSE	Sub Totals:	\$0.00	\$850.00	\$0.00	\$850.00
DUMPSTER	Sub Totals:	\$0.00	\$10.00	\$0.00	\$10.00
GRAND TOTALS:		\$1,942.00	\$70,292.00	\$0.00	\$72,234.00

EDWARD P. DONOHUE
COORDINATOR
OFFICE (609)886-2005
OEM@TOWNSHIPOFLOWER.ORG



DEPUTY COORDINATORS

GARY DOUGLASS
PUBLIC WORKS DIRECTOR

EILEEN KREIS
MANAGER'S CONFIDENTIAL
ASSISTANT

Office of Emergency Management
2600 Bayshore Rd.
Villas, NJ 08251

**JANUARY 2023
MONTHLY REPORT**

Continue to monitor pertinent information from the NJ DOH regarding COVID-19 rates of transmission in Cape Nau County, At the time of this report the NJDOH listed the COVID-19 Risk factor in Cape May County as "MEDIUM RISK".

As per the Township Manager working on obtaining Utility Disconnect Letters from Atlantic City Electric Company and the South Jersey Gas Company for the old Villas Rescue Squad Building located at 101 Georgia Ave in Block : 233.01 Lot: 1.

01/03 – Sent email to all of our Fire Departments requesting any changes to their Command Staffs in 2023.

Note: The Town Bank and Erma Fire Departments Command Staff Structure will remain the same for 2023. However the Villas Fire Department has new Command Staff Officers as follows.

Chief : William Belles
Deputy Chief: Justin Jordan
Battalion Chief: Vincent Howard
Captain: Chuck Jordan

(Please see attached letter ref same from Chief Belles)

01/05 – Completed Monthly Report for December 2022 and forwarded same to Mayor and Manager.

01/06 – Code Blue Cold Weather Alert Issued By CMC OEM for the nights of January 6th & 7th. The Lower Township Warming Center had the Duty schedule for the Month of January 2023.

- 01/09 – Code Blue Issued for the Nights of Jan 9th & Jan 10th.
- 01/09 – 9PM Received call from Yvonne Wright Lower Township Warming Center requesting Additional Cots for our Warming Center. I then retrieved and dropped off 7 additional Shelter Cots to the Sea Shore Community Church.
- Note: Our Warming Center was averaging 12 to 15 at risk individuals per night during Code Blue Activations in January.
- 01-09 - Forwarded County Coordinators Sign-in Sheet from the October 2022 meeting to Katie Delvecchio at DPW for EMMA Grant requirements.
- 01/09 – Meeting with the Manager regarding the Demolition Tear Down process for the Old Villas Rescue Squad Building. (See My Update Letter Ref Same Attached)
- 01/09 – Registered for the upcoming New Jersey Emergency Preparedness Conference in Atlantic City April 17th, 18th, 19th 2023.
- 01/12 – As per the Cape May County OEM completed the On-Line Survey for the National Weather Service new app.
- 01/12 – Forwarded Updated FEMA Public Assistance Policy and Procedures Manual for small Project Recovery Funding Following a Declared Disaster – To all concerned personnel.
- 01/12 – Forwarded FEMA Assistance Grant For Fire Departments to TBFD, EFD and VFD Chiefs.
- 01/12 – Spoke with Rep from ACE and confirmed that the Electric Meter has been disconnected Form the Villas Rescue Squad Building.
- 01/12 – Received IBSPIRA EMS Monthly Response Time Report for December 2022 from Mr. Ken Bullwinkle of INSPIRA Operations Office.
- 01/13 – CMC OEM Issued a Code Blue for the nights of January 13th, 14th, 15th.
- 01/15 – I spoke with Steve Blankenship of LT MUA regarding the Disconnect of Water and Sewer Lines for the Villas Rescue Squad Building. Our MUA will disconnect and cap The Water and Sewer Lines leading into the Building prior to its demolition.
- 01/20 – CMC OEM Issued a Code Blue Alert for the nights of January 20th & 21st.
- 01/25 – CMC OEM Issued A Code Blue Alert for the nights of Jan 23rd & 24th.
- 01/25 – 11:30 Meeting at Town Hall with the Manager, Chief of Police DPW and Planning Regarding Road Safety Issues specific to Lower Township in preparation for Cape May County Road Safety Planning Meeting.
- 01/25- 5PM to 7PM Attended Cape May County Road Safety Planning Meeting at CMCH ACC Campus with Township Manager and other Department Heads.

01/26 – CMC OEM Issued a Code blue Alert for the nights of January 26th & 27th.

01/26 – Submitted OEM Topics for the State of the Township Council Meeting.
(Letter Attached Ref Same)

01/26 – 2:30 PM to 4PM Attended a Warming Center Operations Meeting at The Branches
In Rio Grande with representatives from CMC DHS, The Branches, MTPD, MTOEM
Along with Staff Members from the Lower and Middle Township Warming Centers.

01/31- CMC OEM Issued a Code Blue Alert for the nights of January 31st and February 1st.

Note : The Lower Township Warming Center was open for the night of Jan 31st.

The Middle Township Warming Center than took over Warming Center Operations
For The Month Of February 2023.

January Monthly Report
Prepared by : Edward Donohue
OEM Coordinator
02/06/2023



**2023 CASH RECEIPTS
JANUARY**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Current year taxes (2023)	5,021,389.12	5,021,389.12
Prior year taxes (2022)	154,659.74	154,659.74
Previously exempt property		0.00
State Audit Pay Back		0.00
Municipal Lien		0.00
Recording		0.00
Bankruptcy		0.00
6% Penalty		0.00
Municipal Service Fees		0.00
Tax Search Fees		0.00
Interest	6,028.13	6,028.13
Lot clearing		0.00
Returned Check Fees	60.00	60.00
Duplicate Bills	15.00	15.00
Trash	19,632.50	19,632.50
TOTAL DEPOSITS	5,201,784.49	5,201,784.49
DEPOSITED TO COUNCIL CHECK	4,412,801.54	4,412,801.54
DEPOSITED TO WIPP ACCOUNT	788,982.95	788,982.95
TOTAL DEPOSITS	5,201,784.49	5,201,784.49
NSF Reversals	4,721.76	4,721.76
WIPP NSF Reversals	2,790.88	2,790.88
NSF Fee Reversal		0.00
TOTAL NSF	7,512.64	7,512.64
TOTAL	5,194,271.85	5,194,271.85

Prepared by Kathy Brown

**JANUARY 2023
VITAL STATISTICS**

Marriages,Civil Unions	8
Domestic Partners	0
Certified Copies	132
Certified Copies EDRS	0
Burial Permits	0
Marriages, Civil Unions State	\$0.00 <small>waived</small>
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$0.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,320.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00
TOTAL	\$1,320.00