

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

July 15, 2024 – 5:00 pm.

Opening Announcement

Pledge of Allegiance & Moment of Silence

Roll Call & Determination of Quorum

**Work Session**

Peter Lomax – Presentation on NJPACT

JIF Presentation

**Consent Agenda**

Approval of Minutes – July 1, 2024

Res. #2024-232 Authorization for the Payment of Vouchers \$ 263,430.62

Res. #2024-233 Authorization for the payout of Accumulated Compensatory Time (A.Micciche \$11,783.85)

Res. #2024-234 Authorization for the payout of Accumulated Compensatory Time (J.Mathis \$1,682.19)

Res. #2024-235 Approval for the Midatlantic Fishing Tournament

Res. #2024-236 A Resolution Ratifying and Affirming a Memorandum of Understanding Between the Lower Township Police Department and Acenda Inc. in Connection with the ARRIVE TOGETHER Program Focused on Enhancing and Supporting Law Enforcement Responses to Certain Behavioral Health Crisis Calls

Res. #2024-237 Renewal of Commercial Excavation (Gravel Pit) License

Res. #2024-238 Approving Final Change Order #1 to Fred M. Schiavone Construction for a Reduction of As-Built Quantity Adjustments (LT-C-028)

Res. #2024-239 Bid Rejection for the Reconstruction of Cresse Lane (05-05-017)

Res. #2024-240 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction Website

Res. #2024-241 A Resolution Authorizing the Award of a Contract to Autoagent Data Solutions, LLC, in Connection with the Acceptance of Electronic Receipts for the Payment of Municipal Fee Via Credit Cards, Debit Cards and Electronic Fund Transfers

Res. #2024-242 Amend Designation of Official Depositories

Res. #2024-243 Certification of Lot Clearing Charges to the Tax Collector

Res. #2024-244 Revise Resolution to Add Nielson Ford to the Annual New Jersey State Contract Vendors Listing for the purchase of a F-250 XL 4WD Supercab 8' Truck for the Police Department Pursuant to NJSA 40A:11-12a

Res. #2024-245 Resolution Authorizing the Execution of a Contract Renewing Membership in the Atlantic County Municipal joint Insurance Fund

Res. #2024-246 A Resolution Authorizing the Execution of a Contract with Russ Rents for the Provisions of Recreational Amenities at Lower Township National Night Out on August 6, 2024

Ordinance # 2024-09 An Ordinance Amending Chapter 600, Towing and Storage Area Requirements, Specifically Subsection 6(A)(1), Towing and Storage Fee Schedule of the Code of the Township of Lower.

Ordinance #2024-10 An Ordinance Amending and Supplementing Chapter 523, Rental Properties, of the Code of the Township of Lower in Order to Provide Lead-Based Paint Inspections of Certain Rental Properties and to Enact Inspection Fees in Compliance with P.L. 2021,C.182 This is the first reading of Ordinance #2024-9 and 2024-10, the second reading and public hearings have been scheduled for August 5, 2024.

**Regular Agenda**

**Administrative Reports**

Clerk, Dog, Tax, Vital Statistics

**Public Comment**

**Council Comments**

**Closed Session**

Res. #2024-247 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

**Adjourn**

**COUNCIL MEETING MINUTES – July 1, 2024**

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on July 1, 2024 at 5:00 p.m. in the meeting room of the 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, Robert Belasco, Township Solicitor and Karen Fournier, Deputy Township Clerk

**Consent Agenda**

Approval of Minutes – June 17, 2024

- Res. #2024-218 Authorization for the Payment of Vouchers \$ 1,349,688.39
- Res. #2024-219 Authorization for Waiver of Permit Fees for the Lt. Charles "Buddy" Lewis Post #5343 Veterans of Foreign Wars of the United States Associated with the Electrical Inspection
- Res. #2024-220 Authorization for the Payout of Accumulated Compensatory Time (S.Elam-Hampton \$4,750.96)
- Res. #2024-221 Approval of Change Order #1 for Del Marketing LP for Spatial Data Logic (SDL) LLC for 5 Additional Licenses (\$8,070)
- Res. #2024-222 Resolution Acknowledging the Award of a 24 Month Contract to Constellation Newenergy Inc. for Electric Generation Supply Services for the Township of Lower and SJPC Cooperative Members
- Res. #2024-223 Approval for a Memorandum of Understanding Between the Township of Lower and TNT Event Management, LLC in Connection with the August 3, 2024 Annual Coombs/Douglass Memorial Run
- Res. #2024-224 Reappointment to the Planning Board (C.McDuell)
- Res. #2024-225 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the Year 2024 (Mr. Softee)
- Res. #2024-226 A Resolution Authorizing and Approving a Shared Service Agreement Between the township of Lower and the County of Cape May (County Resources/Services)
- Res. #2024-227 Reappointment to the Zoning Board of Adjustment (M.Kennedy)
- Res. #2024-228 A Resolution Authorizing the Sale of Real Property Located in the Township of Lower by Way of an Open Public Auction
- Res. #2024-229 A Resolution Amending Resolution #2024-215; Awarding a Contract for Emergency Medical Services to AtlantiCare Regional Medical Center; to include a Certification of Funds
- Res. #2024-230 Authorizing Pay Out of Terminal Leave (M.Szemcsak \$1,471.75)
- Res. #2024-231 Insertion of Special Item of Revenue Pursuant to NJSA 40A:4-87 Chapter 159 (Summer Shore Pedestrian Awareness \$5,250)

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

**Regular Agenda**

Ordinance #2024-06 An Ordinance Authorizing the Execution of a Grant Of Conservation Restriction/Easement to the New Jersey Department of Environmental Protection for a Transition Area Waiver Received in Connection with ongoing Improvements to Rotary Park. This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

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

Ordinance # 2024-07 Bond Ordinance Providing for the Construction of Public Works Building and Related Improvements, By and In the Township of Lower, County of Cape May, State of New Jersey; Appropriating \$2,000,000 Therefore and Authorizing the Issuance of \$1,900,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

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

Ordinance # 2024-08 Reappropriation Ordinance of the Township of Lower, In the County of Cape May, State of New Jersey, Providing for Various Capital Improvements and Re-Appropriating \$526,296.37 of Excess Bond Proceeds from Various Bond Ordinances to Finance the Cost Thereof This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

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

**Call to the Public** – no comments

**Council Comments**

Deputy Mayor Perry wished everyone a safe and happy 4<sup>th</sup> of July holiday.

Councilmember Roy announced the Diamond Beach Park re-opening and ribbon cutting.

Councilmember Coombs announced the July 3<sup>rd</sup> festivities and fireworks, the Summer Concert Series and the Coombs/Douglass Run.

Councilmember Conrad – no comments

Mayor Sippel – no comments

**Adjournment**

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Deputy Mayor Perry. Motion to adjourn was unanimous. Meeting adjourned at 5:06 p.m.

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

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

Approved:



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01267	EDWARD DONOHUE	24-01787	07/01/24	CONTRACTUAL REIMBURSEMENT M	Open	21.00	0.00		
01389	EDDIE'S AUTO BODY	24-01779	07/01/24	FRON END ALIGNMENT/DPW	Open	129.95	0.00		
01653	GENTILINI FORD	24-01238	05/13/24	PARTS/DPW	Open	1,084.75	0.00		
01690	GRANTURK EQUIPMENT CO*	24-01394	05/31/24	PARTS/DPW	Open	2,032.80	0.00		
		24-01780	07/01/24	WLDT-DIRT-DIRT/DPW	Open	<u>2,074.41</u>	0.00		
						4,107.21			
01703	HARBOR SALES COMPANY*	24-00086	01/05/24	MATERIALS RD./DPW	Open	401.33	0.00		
01834	RICHARD HOOYMAN	24-01823	07/03/24	CONTRACTUAL REIMBURSEMENT V	Open	165.00	0.00		
02025	HUNTER JERSEY PETERBILT~	24-01392	05/31/24	PARTS/DPW	Open	1,865.52	0.00		
02027	JESCO INC~	24-01859	07/09/24	FILTER ELEMENT/DPW	Open	175.50	0.00		
02461	JOHN MAHER	24-01774	06/28/24	CONTRACTUAL REIMBURSEMENT M	Open	2,903.54	0.00		
02775	BARBARA MOORE	24-01841	07/08/24	CONTRACTUAL REIMBURSEMENT M	Open	830.00	0.00		
02965	KEITH PALEK	24-01840	07/08/24	CONTRACTUAL REIMBURSEMENT M	Open	1,200.00	0.00		
03293	BLAINE PAYNTER	24-01788	07/01/24	CONTRACTUAL REIMBURSEMENT M	Open	45.00	0.00		
03305	PEDRONI FUEL*	24-01852	07/09/24	NO LEAD GAS/DPW 6/27/24	Open	1,290.20	0.00		
03387	POGUE INC. *	24-01819	07/03/24	PRE EMPLOYMENT/BAXTER, JONES	Open	300.00	0.00		
03518	RIGGINS, INC.*	24-01761	06/27/24	OFF HIGHWAY DIESEL/DPW 6/19/24	Open	291.34	0.00		
		24-01834	07/03/24	OFF HIGHWAY DIESEL/DPW 6/26/24	Open	<u>1,280.52</u>	0.00		
						1,571.86			
03611	SERVICE TIRE TRUCK CENTERS ~	24-01567	06/06/24	TIRES/DPW	Open	5,907.48	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03863	TREASURER, STATE OF NEW JERSEY	24-01781	07/01/24	2ND QTR 4/1-6/30/24 TRAIN FEE	Open	10,299.00	0.00		
03892	TREASURER STATE OF NJ DOMESTIC	24-01844	07/09/24	Dom Part fees, 2nd quarter	Open	25.00	0.00		
03915	TURF EQUIPMENT & SUPPLY CO ~	24-01294	05/16/24	MOWER PARTS/DPW	Open	593.84	0.00		
03917	STATE OF NJ DEPT OF CHILD/FAML	24-01842	07/09/24	Marr/CU fees, 2nd quarter	Open	825.00	0.00		
03985	VILLAS NAPA AUTO PARTS ~	24-01193	05/08/24	PARTS/DPW	Open	2,176.44	0.00		
03992	VAL-U AUTO PARTS LLC ~	24-01221	05/10/24	PARTS/DPW	Open	3,172.93	0.00		
04075	BARBER CONSULTING SERVICES LLC	24-01808	07/02/24	LINE BEING RUN IN BOCA 2/28/24	Open	121.46	0.00		
04085	CHRISTOPHER WINTER	24-01871	07/10/24	CONTRACTUAL REIMBURSEMENT M	Open	46.25	0.00		
04089	WIZARD'S FESTIVAL OF FUN, INC*	24-01710	06/21/24	RES #24-211 JULY 3RD RIDES	Open	15,900.00	0.00		
04097	CINTAS FIRST AID AND SAFETY*	24-01759	06/27/24	FIRST AID SUPPLIES 06/10/2024	Open	53.86	0.00		
		24-01853	07/09/24	FIRST AID/DPW	Open	71.28	0.00		
						125.14			
5064	JOHN ARMBRUSTER	24-01785	07/01/24	POLICE TRAINING & EXPO A.C.	Open	35.00	0.00		
6063	CAPE MINING & RECYCLING, LLC*	24-01806	07/02/24	ASPHALT/SAND/DPW 6/18/24	Open	1,652.04	0.00		
7074	J & B LOCKSMITHS*	24-01639	06/12/24	SERVICE CALL-CLEM MULLIGAN	Open	85.00	0.00		
7386	COREY SCHEID	24-01786	07/01/24	POLICE TRAINING & EXPO A.C.	Open	35.00	0.00		
7475	SUZANNE M SCHEID	24-01838	07/03/24	CONTRACTUAL REIMBURSEMENT M	Open	33.00	0.00		
7507	STEFANKIEWICZ & BELASCO LLC	24-00002	01/02/24	RES#24-01 EXPENSES DNE\$150K	Open	10,208.50	0.00		B
7820	DEBLASIO & ASSOCIATES, P.C	23-01274	05/24/23	RES #23-184 BAY OUTFALL EXT	Open	195.00	0.00		B
		23-02635	10/20/23	RESOLUTION 2023-337 OHIO AVE	Open	4,567.30	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7820	DEBLASIO & ASSOCIATES, P.C				Continued				
		23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	65.00	0.00		
		24-00739	03/13/24	RES 2024-72/CHG ORD 1 BEACH PA	Open	4,078.75	0.00		
		24-00791	03/25/24	RES 2024-112 RESURF BAY DR	Open	19,911.25	0.00		B
		24-00792	03/25/24	RES 2024-113 RESURF WILDWOOD	Open	13,775.00	0.00		B
		24-00915	04/05/24	RES2024-124 CHG ORD2 BROOKDALE	Open	10,555.00	0.00		B
		24-01240	05/13/24	RES 2024-167 NCM STORM SEWER	Open	3,315.00	0.00		B
		24-01241	05/13/24	RES 2024-165 RESUR. CORSON LN	Open	2,073.75	0.00		B
		24-01242	05/13/24	RES 2024-159 VILLAGE BULKHEAD	Open	1,120.00	0.00		B
		24-01244	05/13/24	RES 2024-164 SEWER FRANCES AVE	Open	9,581.25	0.00		B
		24-01349	05/24/24	RES 2024-179 CHG ORD 1 DPW	Open	1,722.50	0.00		B
		24-01614	06/12/24	RES 2024-160 ADD. BAY OUTFALLS	Open	6,852.50	0.00		B
		24-01697	06/19/24	RES #2024-216 2025 DOT APP	Open	2,500.00	0.00		
		24-01699	06/19/24	RES #2024-217 2024 TRANSPORTAT	Open	1,500.00	0.00		
						<u>81,812.30</u>			
7929	AMAZON CAPITAL SERVICES, INC ~								
		24-01371	05/24/24	EXIT LIGHTS & VEHICLE PARTS	Open	183.99	0.00		
		24-01424	06/05/24	POOL LIFEGUARD SHIRTS 6/3/24	Open	433.47	0.00		
		24-01597	06/10/24	COFFEE & TRUCK STEP	Open	270.70	0.00		
		24-01668	06/17/24	Office Supplies	Open	177.60	0.00		
		24-01696	06/19/24	POOL LOG BOOKS	Open	13.22	0.00		
		24-01704	06/20/24	MOHER BLADES & OFFICE SUPPLIES	Open	187.61	0.00		
		24-01708	06/20/24	EMERGENCY HEAD LIGHTING	Open	83.96	0.00		
		24-01741	06/25/24	VINYL ROLL WALL MOUNT	Open	127.65	0.00		
		24-01764	06/27/24	Assessors Office	Open	17.99	0.00		
						<u>1,496.19</u>			
7944	B&H FOTO & ELECTRONICS CORP*								
		24-01805	07/02/24	35MM CAMERAS FOR DETECTIVES	Open	3,648.30	0.00		
8105	JOSEPH HARRISON								
		24-01645	06/12/24	SPRING SOCCER REF ASSIGNOR	Open	368.00	0.00		
8131	DOCUVAULT SECURE SHREDDING LC~								
		24-01869	07/10/24	6/30/24 SHREDDING	Open	303.05	0.00		
8165	JASON DILWORTH								
		24-01766	06/27/24	RETURN OF UNUSED DEV. ESCROW	Open	109.20	0.00		
8175	INTEGRITY INTERPRETING LLC *								
		24-01739	06/25/24	COURT INTERPRETERS	Open	130.50	0.00		
8214	USPS								
		24-01863	07/09/24	OVERNIGHT A PAYMENT 7/03/24	Open	30.45	0.00		PC1
8403	ANDREA IAPALUCCI								
		24-01756	06/26/24	lot clearing	Open	500.00	0.00		
8512	KARATE GARAGE (BAND)								
		24-01767	06/27/24	JULY 3RD BAND	Open	800.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8517	STEWART BUSINESS SYSTEMS *	24-01867	07/10/24	POOLED COPIER OVER 1/1-6/30/24	Open	771.89	0.00		
8547	SOUTHERN SHORE REGIONAL DMO	23-02136	08/21/23	Ad for Township Events	Open	1,000.00	0.00		
8672	LOGMEIN INC.	24-00280	01/22/24	2024 GO TO MEETINGS	Open	19.00	0.00		PC1
8721	BLANEY, DONOHUE, & WEINBERG PC	24-00003	01/02/24	RES#24-02 LABOR DNE\$40K	Open	3,000.00	0.00		B
8723	HOFFMAN INTERNATIONAL INC*	24-01858	07/09/24	HATCH/DPW	Open	1,184.83	0.00		
8735	SURENIAN EDWARDS & NOLAN LLC	24-01010	04/18/24	Aff Housing - Res.2024-121 10k	Open	508.00	0.00		B
8909	COMCAST BUSINESS	24-01865	07/10/24	BUS INTERNET PD 6/1-6/30/24	Open	979.95	0.00		
		24-01866	07/10/24	BUS INTERNET PD 7/1-7/31/24	Open	979.95	0.00		
						1,959.90			
8996	LONE WOLF GAMING LLC	24-01734	06/25/24	LASER TAG FOR YOUTH CAMP	Open	475.00	0.00		
9026	STARR SEPTIC LLC	24-01718	06/21/24	JULY 3 PORTABLE RESTROOMS	Open	1,595.00	0.00		
		24-01830	07/03/24	LUXURY BATHROOM/DPW	Open	948.00	0.00		
						2,543.00			
9069	MICHAEL OLIVER	24-01765	06/27/24	SHIRTS/PANTS DPW UNIFORM	Open	179.86	0.00		
9182	SPLIT DECISION MUSIC LLC	24-01768	06/27/24	CONCERT BAND- 7/10/24	Open	4,000.00	0.00		
9206	BIG HOUSE PHILLY LLC	24-01770	06/27/24	CONCERT BAND- 7/17/24	Open	2,000.00	0.00		
Total Purchase Orders:		98	Total P.O. Line Items:		0	Total List Amount:	233,392.62	Total Void Amount:	0.00

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

RESOLUTION #2024- 232

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
POLICE AND FIREMENS STATE OF NJ	EMPLOYER 57600 NOTICE	\$38.00
	OUTFALL EXTENSION PERMIT	\$30,000.00
	TOTAL Manual Checks	\$30,038.00
	TOTAL Computer Generated	\$233,392.62
	TOTAL BILL	\$263,430.62

	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 on JULY, 15, 2024.

Julie A Picard, Township Clerk

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

RESOLUTION # 2024-233

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 Anthony Micciche in the amount of 11,783.85 is authorized and chargeable to the 2024 Budget account 4-01-25-240-122.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
COOMBS						
ROY						
ERRY						
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 July 15, 2024.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: CHIEF KEVIN LEWIS  
FROM: PTLM. ANTHONY MICCICHE  
DATE: 06/28/2024  
SUBJECT: COMPENSATORY TIME REQUEST

Sir,

I am respectfully requesting to cash in 317 hours of accumulated compensatory time.  
Thank you for your attention in this matter.

Respectfully Submitted,

*Anthony M. Micciche* #198

Anthony M. Micciche  
Patrolman Badge 198

C	File	Date	Officer	Comments
		6/28/24	Sgt. S. Magallon	to the "LT"
		7/1/24	LT Micciche	Confirmed the hours To Capt. Magallon
		7-1-24	Capt. Magallon	FWD: CH. of Lewis
		7-1-24	(B) (A)	FWD TO TOWN HALL

317  
x 37,3123  
-----  
11,783,85

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

RESOLUTION # 2024-234

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 James Mathis in the amount of 1,682.19 is authorized and chargeable to the 2024 Budget account 4-01-25-240-125.

	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 July 15, 2024.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

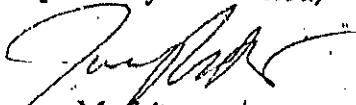
SPECIAL REPORT

TO: Chief Kevin Lewis  
FROM: Detective James Mathis  
DATE: June 27, 2024  
SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 50 hours of Comp Time. Thank you for your time and consideration sir.

Respectfully Submitted,



James Mathis  
Detective Badge 206

C	File	Date	Officer	Comments
		6/28/2024	DSB [Signature]	FWD TO: J. Armbruster
		6/28/24	LT [Signature]	FWD: Capt [Signature]
		7-1-24	Capt. [Signature]	FWD: Chief Lewis
		7-1-24	[Signature]	FWD TO TOWN HALL

50  
x 33.6438

1682.19

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

RESOLUTION #2024-235

Title: APPROVAL FOR THE MIDATLANTIC FISHING TOURNAMENT

WHEREAS, an application has been received from The Canyon Club for The MidAtlantic Fishing Tournament to be held August 18, 2024 thru August 23, 2024; and

WHEREAS, the applicant has provided all the required paperwork, including indemnification and insurance certificates; and

WHEREAS, the Lower Township Police Department has been advised of this event.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that permission is hereby granted for the above stated event to take place.

	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 July 15, 2024.

Julie A Picard, Township Clerk

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

RESOLUTION #2024-236

Title: A RESOLUTION RATIFYING AND AFFIRMING A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOWER TOWNSHIP POLICE DEPARTMENT AND ACENDA, INC. IN CONNECTION WITH THE ARRIVE TOGETHER PROGRAM FOCUSED ON ENHANCING AND SUPPORTING LAW ENFORCEMENT RESPONSES TO CERTAIN BEHAVIORAL HEALTH CRISIS CALLS

WHEREAS, pursuant to N.J.S.A. 30:4-27.1 et seq. ("Screening Law") and N.J.A.C. 10:31-1.1 et seq. ("Screening Regulations"), it is the policy of the State of New Jersey to provide for a public mental health system that delivers treatment consistent with a person's clinical condition, and that screening services be developed as the public mental health system's entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

WHEREAS, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

WHEREAS, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

WHEREAS, Acenda, Inc. has been designated by the New Jersey Department of Human Services ("DHS") to provide screening services in accordance with the Screening Law and Regulations within the County of Cape May; and

WHEREAS, DHS contracts annually with Acenda, Inc. for the provision of screening services, pursuant to N.J.A.C. 10:31:10.1(c), and DHS Contracting Policy; and

WHEREAS, in April of 2023, the Lower Township Police Department and Acenda, Inc., a mental health service provider operating in the State of New Jersey, entered into a Memorandum of Understanding to jointly participate in the ARRIVE Together program, a pilot program enacted by the State of New Jersey to enhance and support law enforcement and responses to certain behavioral health crisis calls in an effort to advance the goals, directives, and objectives of the Screening Law; and

WHEREAS, in an effort to continue to improve the outcomes in law enforcement responses to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the Lower Township Police Department and Acenda, Inc. as they respond to calls for service together, the Parties desire to renew the terms of the current Memorandum of Understanding for an additional calendar year through June 30, 2025; and

WHEREAS, the Township Council of the Township of Lower recognizes the importance of the Screening Law and the Arrive Together Program and fully supports the goals and objectives of same and seeks to affirm and ratify the relationship between the parties and the responsibilities and obligations set forth within the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council hereby ratifies and affirms the Memorandum of Understanding entered into between the Lower Township Police Department and Acenda, Inc. to enhance and support law enforcement and responses to certain behavioral health crisis calls in an effort to advance the goals, directives, and objectives of the Screening 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 July 15, 2024.

Julie A Picard, Township Clerk

**MEMORANDUM OF UNDERSTANDING**

**LOWER TOWNSHIP AND MIDDLE TOWNSHIP,  
Participating Police Department(s)  
and**

**ACENDA, Inc  
Participating Mental Health Service Provider**

**TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE  
TOGETHER PROGRAM TO ENHANCE AND SUPPORT  
RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS  
CALLS**

This Memorandum of Understanding is entered into between the above-Participating Police Department(s) (“PPD” or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

**WHEREAS**, pursuant to NJSA 30:4-27.1, et seq. (“Screening Law”) and NJAC 10:31-1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

**WHEREAS**, the Parties recognize the importance of ensuring the safety of every person involved in civilian-law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

**WHEREAS**, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening and other medical/health services in accordance with state law and regulations, within the county being served by this MOU; and

**WHEREAS**, DHS contracts annually with the MHSP for the provision of screening services and other services, pursuant to NJAC 10:31:10.1(c), or the Community Mental Health Services Act of 1957, as amended and DHS Contracting Policy; and

**WHEREAS**, the New Jersey Department of Law and Public Safety and the DHS have

executed a separate agreement which will provide for funding for this Pilot Program upon presentation of invoices in conformance with this Agreement by the MHSP to DHS; and

**WHEREAS**, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

**WHEREAS**, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

**WHEREAS**, in an effort to improve the outcomes in law enforcement's response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service, the Parties seek to establish a Pilot Program; and

**WHEREAS**, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

**NOW, THEREFORE**, the Parties agree as follows:

**I. Definitions**

For the purposes of the Program, the following definitions shall apply:

- A. Behavioral Health Crisis Calls** means emergency calls for service received by the PPD's 911 system or by the MHSP, which may include the MHSP responding to a person:
- a. With behavioral/mental health issues;
  - b. With confusion/disorientation;
  - c. In need of a welfare check;
  - d. At risk of suicide; and
  - e. Exhibiting other indications that behavioral or mental health services may be required.
- B. "Follow-up Services"** means calls from the PPD for mental health services to be provide by the MHSP after encounter by the PPD with an individual who the Agency deems in need of mental health services, which may include the MHSP responding to a person:
- a. With behavioral/mental health issues;
  - b. With confusion/disorientation;
  - c. In need of a welfare check;
  - d. At risk of suicide; and
  - e. Exhibiting other indications that behavioral or mental health services may be required.

- C. MHSP specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening, clinical support, intervention or crisis referrals.
- D. HIPAA** means the regulations adopted by the U.S. Secretary of the Department of Health and Human Services pursuant to Health Insurance Portability and Accountability Act of 1996 42 U.C.S. § 1302(a) and found at 42 C.F.R. Subchapter C.
- E. SAMHSA Privacy Regulations** means the privacy regulations adopted by the Substance Abuse and Mental Health Services Administration pursuant to 42 U.S.C. § 290dd-2 and found at 42 C.F.R. Part 2.

**II. Program Description**

**A. Location**

1. The Program will respond to behavioral health calls for service or calls identified by law enforcement that could benefit from mental or behavioral health follow-up:
  - a. County: Cape May
  - b. Municipality(ies): Lower Township, Middle Township, North Wildwood, West Wildwood, Wildwood and Wildwood Crest

**B. Program Type**

1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.
2. The Parties agree to implement one or more of the Programs as selected below.
  - a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
  - b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)
  - c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)
  - d. Close in Time Follow-up Program (MHSP specialist follows up with individuals encountered by law enforcement close in time, generally within 30 minutes of the encounter, to the law enforcement encounter and provides social and health services as determined by the Parties.)

**C. Program Responsibilities (as applicable)**

**1. Frequency**

- a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with DHS.
  - i. The PPDs will determine a staffing schedule for their officers.
  - ii. Regardless of where the participating officer is based, the Program will always respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above, as described below.
- b. Shift times will be determined by the parties, and may be altered if, in consultation with DHS and the MHSP, the PPDs determine that significantly greater relevant calls for service consistently occur at different hours.

**2. Personnel**

- a. When co-responding as defined in Section II B2(a), the PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team ("CIT") training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.
- b. At each service call, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors before the MHSP specialist exits the police vehicle, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the Screener provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and responding to calls with an Officer prior to any specialist participating in the Program.
- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services and/or follow-up services consistent with their statutory and regulatory duties at each call for service.
- e. When co-responding, the Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer's immediate attention and is in the Officer's plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of

a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.

- f. For follow-ups, the PPD will provide the MHSP with information on individuals that they have encountered that they deem to require follow-up services at a mutually agreed upon frequency.
- g. The MHSP will determine how and when best to follow-up with the individuals. The follow-ups may be in-person, telephonic or virtual.

### 3. Coverage

- a. The Program will respond to all behavioral health crisis calls for service made to the PPDs' 911 system within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.
- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the program operates.
- c. When co-responding, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1(b) above, regardless of where the ARRIVE officer is employed. Officers from the municipality from which the call originated will be responsible for securing the scene before the MHSP specialist enters. At the scene, once deemed safe, the non-ARRIVE officer(s) shall only provide assistance if specifically requested by the ARRIVE Officers on scene.
- d. When PPD and MHSP specialist meet at a location at the same time, the Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above by a MHSP meeting a CIT trained officer at an arranged safe location. If a CIT trained officer is unavailable to respond during program hours, a CIT trained officer from municipality(ies) identified in Section II.A.1.(b) or another municipality in the county with the approval of the impacted chief, director, or officer in charge is permissible.
- e. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

### 4. Data Collection and Evaluation

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (LPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).

- b. Any and all data collected by the MHSP and shared with law enforcement shall be subject to confidentiality based on applicable mental health statutes including HIPPA.
- c. Should LPS retain an academic or research institution, or other qualified entity to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic or research institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The institution performing the research shall execute any required confidentiality agreements. If personally identifiable information is being shared, the confidentiality agreement must be compliant with HIPAA in particular, 45 C.F.R. 164.512(i), and with the SAMHSA

5. Confidentiality

- a. The parties agree to keep confidential all records, recordings, and reports made in connection with the ARRIVE Program and/or certificates, applications, records, and reports made that directly or indirectly identify any individual presently or formerly receiving ARRIVE Program services. The parties further agree not to disclose them to any person, except as permitted by N.J.S.A. 30:4-24.3, and N.J.A.C. 10:37-6.79. , HIPAA regulations and the SAMHSA Privacy Regulations., Such records are not subject to public access pursuant to EO 26 (2002) and N.J.S.A. 47:1A-1.

III. PPD Responsibilities

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.
- C. The PPD shall implement operational changes, as it deems necessary, to implement the Pilot Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, including providing an unmarked vehicle during the course of the Program.
- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls

with a police officer prior to any MHSP specialist participating in the Program.

- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and LPS, to facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.
- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

**IV. MHSP Responsibilities**

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations when applicable and with DHS regulations, any applicable professional licenses and HIPAA and SAMHSA Privacy Regulations.
- B. The MHSP shall provide the specialists required to implement the Program, and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
  - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or LPS and conveyed under a separate writing.
  - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
  - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

**V. Funding**

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.

1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
  2. The amount billed by the MHSP under the Program shall only include those amounts above insurer reimbursements.
- B. Except as set forth in the Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

#### **VI. Points of Contact**

- A. The individual points of contact ("POC") for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

#### **VII. Dispute Resolution**

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues which may arise in relation to this MOU and/or the Pilot Program.

#### **VIII. Liability**

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq, the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP's insurance obligations under its existing contract with DHS. The State of New Jersey cannot agree to indemnify any third-party grantee or contractor, and is not providing any indemnification to any third-party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.

- B. The MHSP's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination, and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.
- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, supra, the New Jersey Contractual Liability Act, supra, any other applicable law, and the availability of funding.
- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will be considered an employee of the State of New Jersey, LPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, LPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

**IX. Duration, Withdrawal, and Termination**

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until June 30, 2025.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and LPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and LPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

**X. Compliance with Other Laws**

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all requirements of HIPAA and the SAMHSA Privacy Regulations.

**XI. Effect on Other Authorities**

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.

- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

**XII. Assignment**

- A. Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties. Any assignment or delegation or attempted assignment or delegation without such consent shall be void and of no force or effect.

**XIII. Severability**

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

**XV. No Private Rights Created**

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.
- B. There are no third-party beneficiaries to this MOU and the Parties do not intend to create any third-party beneficiaries to it.

**XVI. Non-Waiver**

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

**XVII. Entire Agreement & Amendments or Modifications**

- A. This MOU may be amended only after written agreement of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be signed by the Parties and shall be attached hereto and made part of this MOU.
- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties

**XVIII. Authorization**

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

**XIX. Electronic Signature and Counterparts**

- A. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**Signatories**

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider:

Provider Name: **Acenda Inc**

DocuSigned by:  
By: Anthony DiFabio  
Name: Anthony DiFabio, Psy.D.  
Title: President & CEO

Dated: 7/1/2024

PPD Name: **Lower Township**

By: [Signature]  
Name: KEVIN LEWIS  
Title: CHIEF

Dated: 7-3-24

PPD Name: **Middle Township**

By: [Signature]  
Name: TRACY SURIN  
Title: Chief

Dated: 7/3/2024

## Attachment A

### POINT OF CONTACT INFORMATION

For the Department of Law and Public Safety:

LPS: Tiffany Wilson  
Director  
Office of Alternative and Community Responses  
Office of the Attorney General  
25 Market Street  
Trenton, NJ 08625  
Email: [tiffany.wilson@njoag.gov](mailto:tiffany.wilson@njoag.gov)  
Phone: 862-350-5807

For the Department of Human Services:

Renee Burawski  
Acting Assistant Commissioner  
Division of Mental Health and Addiction Services  
5 Commerce Way, 2nd floor  
Hamilton, N.J. 08625  
Email: [renee.burawski@dhs.nj.gov](mailto:renee.burawski@dhs.nj.gov)  
Phone: 609-438-4352

For the Mental Health Service Provider:

Christina Jackey, MFT  
Senior Director Acute Care Services  
Acenda Inc  
42 S Delsea Drive  
Glassboro NJ 08080  
Email: [cjackey@acendahealth.org](mailto:cjackey@acendahealth.org)  
Phone: 856-725-9070

For the Participating Police Department(s):

David Shutter  
Community Relations Specialist – Law Enforcement  
ARRIVE Program Coordinator  
Cape May County Prosecutors Office  
4 Moore Rd, DN 110  
Cape May Court House  
New Jersey, 08210-1654  
Email: [dshutter@cmcpros.net](mailto:dshutter@cmcpros.net)  
Off: (609) 465-1135 X3312

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

RESOLUTION #2024-237

Title: RENEWAL OF COMMERCIAL EXCAVATION (GRAVEL PIT) LICENSES

WHEREAS, Phillip Heun, Jr, Cape Mining and Recycling, LLC. and Kenneth Gomez, Beachcomber Campground, have made applications for renewal of commercial excavation (gravel pit) licenses; and

WHEREAS, the applicants have paid the appropriate fees and are currently in compliance with the regulations of the Cape Atlantic Conservation District.

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

1. That the renewal of the commercial excavation licenses for the following are hereby approved:

Phillip Heun, Jr., Cape Mining & Recycling, LLC	Block 410.01	Lot 92
	Block 410.01	Lots 89, 93-98
	Block 410.01	Lots 99.01 & 99.02
Kenneth Gomez, Beachcomber Campground	Block 410.01	Lots 30.01, 31 & 32
	Block 410.01	Lots 9.01, 11.01 & 18.01

2. That all such licenses shall remain in full force and effect through July 14, 2025.
3. That the renewal of such licenses shall be conditioned on there being no further commercial activity conducted on the licensed premises without first obtaining all required Township and/or State licenses and permits and that a violation of this condition shall be grounds for revocation of the license.
4. The issuance of the license is further conditioned on the licensee's compliance with all applicable Federal, State and local laws and that a conviction of any Federal, State or local law shall be grounds for revocation of the license.

	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 July 15, 2024

Julie A Picard, Township Clerk

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

RESOLUTION # 2024-238

Title: APPROVING FINAL CHANGE ORDER #1 TO FRED M. SCHIAVONE CONSTRUCTION FOR A REDUCTION OF AS-BUILT QUANTITY ADJUSTMENTS (LT-C-028)

WHEREAS, Fred M. Schiavone Construction Inc. was awarded on September 6, 2023 by Resolution #2023-299 for the 2020 NJDCA Small Cities Program ADA Compliance Improvements at Rotary Park (LT-C-028) for \$710,059.25; and

WHEREAS, DeBlasio & Associates have provided a proposal for a Final Change Order #1 in the reduction of the contract per the final As-Built Quantity Adjustments of \$25,173.35.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the contract reduction of \$25,173.35 is hereby approved and decreasing the contract total to \$684,885.90.

	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 July 15, 2024.

Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

July 2, 2024

VIA EMAIL & REGULAR MAIL

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

**Re: Township of Lower, Cape May County, NJ  
FY2020 NJDCA Small Cities Program  
ADA Compliance Improvements at Rotary Community Park  
D&A File #: LT-C-028**

Dear Ms. Picard:

Enclosed please find four (4) copies of **CHANGE ORDER NO. 1-Final** regarding the above referenced project for review and approval. Upon execution, please return three (3) copies to our office.

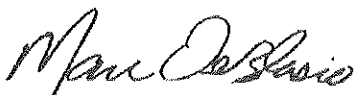
Please note that this change order reflects the following:

1. As-Built Quantity Adjustments.

Please note this change order will result in a decrease of \$25,173.35 to the original contract amount of \$710,059.25 for a final contract amount of \$684,885.90.

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

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



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

cc: Mayor Frank Sippel, (via email w/encl.)  
Michael Laffey, Manager (via email w/encl.)  
Margaret Vitelli, QPA, Purchasing Agent (via email w/encl.)  
Mitch Plenn, Superintendent of Parks and Recreation (via email w/encl.)  
Fred M. Schiavone Construction, (via email w/encl.)

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Change Order #1 - Final

Client: Township of Lower

Date: 7/2/2024

Project Name: ADA Compliance Improvements at Rotary Community Park

D&A Project #: LT-C-028

Contractor: Fred M. Schiavone

P.O. Box 416

Malaga, NJ 08328

**A. Extras**

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
11	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	TON	6.15	\$172.50	\$1,060.88
Subtotal:					\$1,060.88


**B. Reductions**

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
3	ALLOWANCE	DOLLAR	-20,000	\$1.00	-\$20,000.00
10	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	-75	11.80	-\$885.00
12	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	-30.35	172.50	-\$5,235.38
13	TRAFFIC STRIPES, EPOXY RESIN - 4"	L.F.	-33	3.45	-\$113.85
Subtotal:					-\$26,234.23

Net Contract Change      **-\$25,173.35**  
 Original Contract Amount:      \$710,059.25  
 Contract Percentage Change (%):      -3.55  
**Final Contract Amount:      \$684,885.90**

Approved and Accepted by:

  
 Marc DeBlasio, P.E., Township Engineer

  
 Date

  
 Fred M. Schiavone Construction

  
 Date

Township of Lower

Date

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

RESOLUTION # 2024-239

Title: **BID REJECTION FOR THE RECONSTRUCTION OF CRESSE LANE (05-05-017)**

**WHEREAS**, the Notice to Bidders for the Reconstruction of Cresse Lane in the Township of Lower (05-05-017) was advertised on June 26, 2024 and accepted on July 9, 2024 at 10:00 a.m. prevailing time; and

**WHEREAS**, One (1) sealed bid was submitted and reviewed by the Township's Purchasing Agent, Superintendent of Public Works and the Township Engineer; and

**WHEREAS**, the One (1) sealed bid is hereby rejected as per: LPCL 40A:11-13.2 (b) the lowest bid substantially exceeds the contracting unit's appropriation for the goods or services.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
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 July 15, 2024

Julie A Picard, Township Clerk



**REMINGTON  
& VERNICK  
ENGINEERS**

4907 New Jersey Avenue  
Wildwood, NJ 08260  
O: (609) 522-5150  
F: (609) 522-5313

July 9, 2024

**Via Email & Hand Delivery**

Julie Picard, Clerk  
Township of Lower Municipal Building  
2600 Bayshore Road  
Villas, New Jersey 08251

**RE: Bids Rejected  
Township of Lower  
Reconstruction of Cresse Lane  
RVE No. 05-05-U-017**

Dear Ms. Picard:

We have tabulated the one (1) bid received on July 9, 2024, with reference to the above captioned project and find the low bidder to be Asphalt Paving Systems, Inc., PO Box 530, Hammonton, NJ 08037, in the amount of \$321,600.00 for the Base Bid. Enclosed please find a copy of the bid tabulation for your reference. Please note that the bid received exceeds the monies available to complete the project.

- |                                |          |              |
|--------------------------------|----------|--------------|
| • Asphalt Paving Systems, Inc. | Base Bid | \$321,600.00 |
|--------------------------------|----------|--------------|

Since the bid received exceeds the Township's budget, we recommend the bid be rejected and request authorization to rebid the project.

Should you have any questions or comments, please do not hesitate to call me at our Wildwood office.

Very truly yours,  
**REMINGTON & VERNICK ENGINEERS**

Lia Domico  
Project Manager

LJD  
Enclosures

cc: Mike Laffey, Township Manager  
Gary Douglass, Superintendent of Public Works  
Margaret Vitelli, Purchasing Agent  
Anthony Chadwell, RVE  
Edward Dennis, Jr., RVE



**BID TABULATION**

**PROJECT NAME:**  
RECONSTRUCTION OF CRESSE LANE  
**PROJECT NUMBER:**  
05-05-U-017  
**CLIENT:**  
TOWNSHIP OF LOWER  
**DATE OF BID OPENING:**  
7/9/2024

Asphalt Paving Systems, Inc.  
PO Box 530  
Hammonton, NJ 08037  
609-561-4161

**BASE BID**

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL
1	CLEARING SITE	1	LS	\$20,617.50	\$20,617.50
2	BREAKAWAY BARRICADES	10	UNIT	\$1.00	\$10.00
3	CONSTRUCTION SIGNS	50	S.F.	\$45.00	\$2,250.00
4	DRUMS	10	UNIT	\$50.00	\$500.00
5	TRAFFIC CONES	50	UNIT	\$30.00	\$1,500.00
6	FUEL PRICE ADJUSTMENT	100	DOLLAR	\$1.00	\$100.00
7	ASPHALT PRICE ADJUSTMENT	200	DOLLAR	\$1.00	\$200.00
8	FULL DEPTH RECLAMATION	4550	SY	\$14.75	\$67,112.50
9	EXCAVATION UNCLASSIFIED	650	SY	\$12.00	\$7,800.00
10	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	650	SY	\$8.00	\$5,200.00
11	STABILIZING AGENT, BUTIMINOUS MATERIAL	13600	GALLON	\$3.85	\$52,360.00
12	HOT MIX ASPHALT 12.5M64 SURFACE COURSE, 2" THICK	550	TON	\$115.00	\$63,250.00
13	HOT MIX ASPHALT PAVEMENT REPAIR	40	SY	\$200.00	\$8,000.00
14	CONCRETE ROCKER GUTTER, 8" THICK	65	LF	\$200.00	\$13,000.00
15	TREE REMOVAL, OVER 18" TO 36" DIAMETER	12	UNIT	\$3,400.00	\$40,800.00
16	TRIMMING EXISTING TREES	1	LS	\$8,300.00	\$8,300.00
17	TRAFFIC STRIPES, 4"	100	LF	\$10.00	\$1,000.00
18	TRAFFIC MARKINGS LINES, 24"	20	LF	\$40.00	\$800.00
19	TURF REPAIR STRIP	3900	LF	\$3.25	\$12,675.00
20	REGULATORY AND WARNING SIGNS	20	SF	\$60.00	\$1,200.00
21	HOT MIX ASPHALT DRIVEWAY RESTORATION	65	SY	\$125.00	\$8,125.00
22	RESET EXISTING STONE DRIVEWAY	40	SY	\$45.00	\$1,800.00
23	ALLOWANCE FOR POLICE	5000	DOLLAR	\$1.00	\$5,000.00
<b>BASE BID SUBTOTAL:</b>					<b>\$321,600.00</b>

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

RESOLUTION #2024-240

Title: AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE

WHEREAS, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the Township surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on Schedule A on an online auction website.

	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 July 15, 2024.

Julie A Picard, Township Clerk

7/15/2024

GOV DEALS RES 2024-

LOCATION	DESCRIPTION /DISPOSAL	FA#
PLANNING	KYOCERA TASKALFIA 4052CI	4418

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

RESOLUTION #2024-241

Title: **A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AUTOAGENT DATA SOLUTIONS, LLC IN CONNECTION WITH THE ACCEPTANCE OF ELECTRONIC RECEIPTS FOR THE PAYMENT OF MUNICIPAL FEES VIA CREDIT CARDS, DEBIT CARDS, AND ELECTRONIC FUND TRANSFERS**

**WHEREAS**, in accordance with the New Jersey Government Electronic Payment Acceptance Act, N.J.S.A. 40A:5-43 et seq., municipalities are permitted to establish a card payment system or electronic funds transfer system via the adoption of a Resolution; and

**WHEREAS**, the New Jersey Department of Community Affairs, Division of Local Government Services, has promulgated regulations, N.J.A.C. 5:30-9.1 et seq., authorizing municipalities to accept credit card, debit card, and electronic fund transfer payments in accordance with the provisions of the Administrative Code; and

**WHEREAS**, in accordance with N.J.S.A. 40A:5-45, in order for a municipality to accept credit card, debits card, and electronic fund transfer payments, a resolution must be adopted by the governing body authorizing the same and stating the type of obligations which can be paid by electronic receipt and the types of electronic receipt that will be permitted; and

**WHEREAS**, on April 2, 2007, the Township Council of the Township of Lower adopted Resolution #2007-92 which authorized the acceptance of electronic receipts by the Tax Collector's Office for the collection of payments associated with property taxes, interest, and other costs via credit cards, debit cards, and electronic fund transfers; and

**WHEREAS**, the Township of Lower now desires to expand the types of payments which can be paid via credit card, debit card, and/or electronic funds transfer to include, but not be limited to, payments and fees imposed and collected by the following Township Offices/Departments:

- 1) Township Tax Collector Office – Property Taxes, interest, and other costs/assessments; however, payments associated with delinquent municipal obligations and/or for the redemption of municipal liens are prohibited;
- 2) Township Construction Office – Permit Fees, License Fees, Dumpster Bonds, Certificates of Occupancy, and other costs/assessments;
- 3) Township Planning and Zoning Department – Permit Fees, Application Fees, and other costs/assessments;
- 4) Township Recreation Department – Program Fees, Use of Facility Fees, and other costs/assessments;
- 5) Township Clerk's Office – License Fees, Fees for copies of certified documents, and OPRA fees;
- 6) Township Treasurer's Office – Payments associated with Employee Healthcare Costs;
- 7) Lower Township Police Department – OPRA fees, Record Request Fees, Firearm Application/Permit Fees, Alarm Fees, and Third-Party Contracts;
- 8) Lower Township Bureau of Fire safety – Application fees, Permit Fees, Inspection Fees, and Fines/Penalties; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-9.3, municipalities are permitted to enter into agreements with processors to utilize electronic receipts as an alternative to the acceptance of cash and checks as receipt for municipal obligations, fees, and costs; and

**WHEREAS**, contracts for acquisition of electronic receipt equipment and services are subject to provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, N.J.S.A. 40A:11-3 of the New Jersey Local Public Contracts Law authorizes the award of a contract, without public advertisement for bids, provided the municipality employs a certified Qualified Purchasing Agent and the contract awarded does not exceed the sum of \$44,000.00;

WHEREAS, Autoagent Data Solutions, LLC has tendered a proposal to the Township for the provision of equipment, technology, and services associated with the collection and processing of credit card, debit card, and electronic fund transfer payments at no cost to the Township, in accordance with the terms and provisions of the Agreement attached hereto.

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

1. Autoagent Data Solutions, LLC is hereby awarded a contract to provide equipment, technology, and services associated with the collection and processing of credit card, debit card, and electronic fund transfer payments at no cost to the Township, for the purposes set forth above and in accordance with the terms and provisions of the Agreement attached hereto pursuant to N.J.S.A. 40A:5-45 et. seq. and N.J.A.C. 5:30-9.1 et. seq.
2. The Mayor, Township Manager, and Township Clerk are hereby authorized to execute the Agreement, a copy of which is attached hereto, and any related/required documentation to effectuate the terms of said Agreement with Autoagent Data Solutions, LLC.

	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 July 15, 2024.

Julie A Picard, Township Clerk

**AGREEMENT:**

The Implementation, Hosting and Maintenance of the Online Payment Portal Solution known as "MuniciPay"

**Prepared for:**

Township of Lower, NJ

**AGREEMENT**

This AGREEMENT (the "Agreement") is made and entered into as of [REDACTED] (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Lower Township (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 2600 Bayshore Road, Villas, NJ 08251.

1. **SERVICE:** Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement.
2. **TERM:** This Agreement shall be in effect for a period of three (3) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than one hundred and twenty (120) days' written notice of its intent not to renew.
3. **DEPARTMENT AND PAYMENT TYPES:** Merchant shall use Municipay for the following payment transactions ("Payment Transactions"):
  - o Construction
  - o Other SDL modules / payment types may be added
4. **SERVICE FEES:** There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the Municipay solution. Rather, Company shall collect Fees from end users of the Municipay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using Municipay.

The Fees that Company may collect from Payers are as follows:

- All departments
    - o Debit Cards / Credit Cards: 2.95% with a \$3.00 minimum
    - o ACH: Flat \$1.50
5. **MUNICIPAY PLATFORM AVAILABILITY:** Company shall make the Municipay solution available to Merchant 7 days a week, 24 hours a day with availability equal to or in excess of 99% per month, excluding scheduled maintenance windows.
  6. **PROGRAMMING:** Company shall not have access to any computer hardware of the Merchant. Company shall perform all programming and customization for Merchant within the Municipay solution.
  7. **BILLING DATA DELIVERY:** If Merchant's use of the Municipay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.
  8. **IN-PERSON DEVICES:** Company shall provide the following devices to Merchant on the terms specified below:
    - One (1) IDTech Chip Reader EMV device(s) -- \$229/each
    - Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
    - All devices will have a one-year warranty
  9. **MAINTENANCE AND HOSTING; USE:** Company will host and maintain the Municipay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the Municipay solution.
  10. **CUSTOMER SERVICE:** Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.

11. **PCI COMPLIANCE:** Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.
12. **OWNERSHIP AND LICENSE:** Merchant shall have no ownership of the MuniPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniPay solution, and shall not use the MuniPay solution for any unlawful or improper purpose or otherwise misuse the MuniPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniPay solution to accept payments.

This Agreement shall be governed by the laws of the State of NJ.

### ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

#### FOR THE MERCHANT:

Company: \_\_\_\_\_

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

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

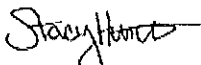
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

#### FOR AUTOAGENT:

Company: Autoagent Data Solutions, LLC

Name: Stacy Hunt

Signature: 

Title: VP of Business Development

Address: 433 Plaza Real, Suite 275

Boca Raton, FL 33432

Certification 59052

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2018** to **15-APR-2025**

MUNICIPAY, LLC  
511 CONGRESS STREET, STE 503  
PORTLAND ME 04101



A handwritten signature in cursive script, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer

AFFIDAVIT OF IDENTITY – GOVERNMENT EMPLOYEE

State of \_\_\_\_\_

County of \_\_\_\_\_

Affiant, \_\_\_\_\_, being first duly sworn on my oath, formally acknowledge that I am an employee of \_\_\_\_\_ and I am legally permitted to sign a merchant account on behalf of \_\_\_\_\_. I understand the purpose of this document is to demonstrate that I am indeed an employee of \_\_\_\_\_.

\_\_\_\_\_  
Affiant Signature before Notary Public

This was acknowledged before me on Date by \_\_\_\_\_.

\_\_\_\_\_  
Signature of notarial officer

My commission expires:

\_\_\_\_\_  
Month, Day, Year

Notary Stamp

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

RESOLUTION #2024-242

Title: AMEND DESIGNATION OF OFFICIAL DEPOSITORIES

WHEREAS, it is necessary that Resolution #2024-12 be amended to authorize the addition of the following account:

<u>ACCOUNT</u> Electronic Payments Account	<u>AUTHORIZED OFFICIALS</u> CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk
---	---

WHEREAS, this account will be used solely for the deposit of electronic payments to the Township through both the use of credit/debit card readers and an online portal.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the township of Lower, County of Cape May, State of New Jersey that resolution #2024-12 is hereby amended to include the addition of the aforementioned account for the use of electronic payments to the Township.

	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 on July 15, 2024.

Julie A. Picard, RMC, Township Clerk

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

**RESOLUTION #2024-243**

Title: **CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR**

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

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

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

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

Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
97	3	Cudworth, Valarie	106 E Atlantic Ave	\$ 500.00	\$ 500.00	\$ 1,000.00
				<b>TOTAL</b>		<b>\$ 1,000.00</b>

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

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
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 July 15, 2024

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





**Township of Lower  
Code Enforcement  
2600 Bayshore Road  
Villas NJ 08251  
(609)-886-2624**

**NOTICE OF VIOLATION AND ORDER TO CORRECT  
IDENTIFICATION**

Reference Number: 10019049	Notice Date: 05/29/2024	Comply Date: 06/08/2024
Name: CUDWORTH, VALERIE Address: 5918 10TH STREET MAYS LANDING, NJ 08330	Block: 97 Site Address: 106 E ATLANTIC AVENUE LOWER TOWNSHIP	Lot : 3 Qual : LOWER TOWNSHIP
Phone:		

PLEASE TAKE NOTICE that as a result of an inspection of the above referenced property conducted by this agency, a violation of Lower Township codes has been found to exist. You are hereby ordered to correct the violations below within the comply date. Your failure to comply with this Notice of Violation and Order to Correct shall result in the issuance of a summons in the Lower Township Municipal Court and subject you to fines in the possible amount of \$300.00 for each day the violation exists. Further, your failure to correct the violation may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property. If you correct this violation by the compliance date and the violation occurs again within 60 days, you will be issued a summons without another notice of violation as a continuing violation of the Lower Township Property Maintenance Code, which will subject you to additional fines of up to \$500.00 per day for a second offense and up to \$1,000.00 per day for a third offense for each day that the violation continues. Further, it may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CODE ENFORCEMENT AT 609-886-2624. Thank you for your cooperation

**VIOLATION LISTINGS**

Violation No.	Violation Date	Corrected Date	Violation Description
Violation Comments.			
302.4	05/29/2024		PM-302.4 High Grass and Weeds: High grass and weeds on property need to be cut.

Sincerely,

  
William Kelleher (609) 886-2624 Ext. 180

Date 5/29/24

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CUDWORTH, VALERIE  
5918 10TH STREET  
MAYS LANDING, NJ 08330



9590 9402 6779 1074 5661 29

2. Article Number (Transfer from service label)

7018 1130 0001 0063 3509

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent

  Addressee

B. Received by (Printed Name)  Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Insured Mail
  - Insured Mail Restricted Delivery (over \$500)
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

RESOLUTION # 2024-244

Title: REVISE RESOLUTION TO ADD NIELSEN FORD TO THE ANNUAL NEW JERSEY STATE CONTRACT VENDOR LISTING FOR THE PURCHASE OF A F-250 XL 4WD SUPERCAB 8' TRUCK FOR THE POLICE DEPARTMENT PURSUANT TO N.J.S.A. 40A:11-12a

WHEREAS, the Township of Lower, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Lower Police Department intends to purchase and add a New Jersey State Contract with Nielsen Ford Vendor #V00032807 Contract #23-FLEET-34922 to purchase a new F-250 XL 4WD SuperCab 8' Truck through this resolution and properly executed, which shall be subject to all the conditions applicable to the current New Jersey State contracts; and

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

Appropriation: Ord #23-08 C-04-55-437-850

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 and added to the State Contract Listing for 2024:

AWARD TO: NIELSON FORD  
TOTAL: \$ 51,949.00

**\*\*Additional items may be purchased at the New Jersey State contract pricing**

	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 July 15, 2024

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



# NIELSEN FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

Quote

To:	From: Brooks Buxton Phone/Fax: (973) 319-7009 / (973) 884-2650
	Vehicle Pick Up Location  Nielsen Fleet 31 Williams Parkway East Hanover, NJ 07936

**2023 Ford F-250 (X2B) XL 4WD SuperCab 8' Box  
STATE OF NEW JERSEY  
CONTRACT #23-FLEET-34922**

### Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)  
 Transmission: TorqShift-G 10-Speed Automatic -Inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)  
 3.73 Axle Ratio (STD)  
 50-State Emissions System  
 Transmission w/Driver Selectable Mode, SelectShift Sequential Shift Control and Oil Cooler  
 Electronic Transfer Case  
 Part-Time Four-Wheel Drive  
 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection  
 160 Amp Alternator  
 Class V Towing Equipment -Inc: Hitch, Brake Controller and Trailer Sway Control  
 Trailer Wiring Harness  
 3820# Maximum Payload  
 GVWR: 10,000 lb Payload Package  
 HD Shock Absorbers  
 Front Anti-Roll Bar  
 Firm Suspension  
 Hydraulic Power-Assist Steering  
 34 Gal. Fuel Tank  
 Single Stainless Steel Exhaust  
 Auto Locking Hubs  
 Front Suspension w/Coil Springs  
 Solid Axle Rear Suspension w/Leaf Springs  
 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

Wheels: 17" Argent Painted Steel -Inc: painted hub covers/center ornaments (STD)  
 Tires: LT245/75R17E BSW A/S -Inc: Spare may not be the same as road tire (STD)

### Exterior cont.

Spare Tire Stored Underbody w/Crankdown  
 Clearcoat Paint  
 Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks  
 Black Rear Step Bumper  
 Black Side Windows Trim and Black Front Windshield Trim  
 Black Door Handles  
 Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator  
 Manual Extendable Trailer Style Mirrors  
 Fixed Rear Window  
 Light Tinted Glass  
 Variable Intermittent Wipers  
 Aluminum Panels  
 Black Grille  
 Tailgate Rear Cargo Access  
 Tailgate/Rear Door Lock Included w/Power Door Locks  
 Boxside Steps  
 Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights  
 Preference Setting Headlamps w/Delay-Off  
 Cargo Lamp w/High Mount Stop Light  
 Perimeter/Approach Lights  
**Entertainment**  
 Radio w/Seek-Scan, Clock and Speed Compensated Volume Control  
 Radio: AM/FM Stereo w/MP3 Player -Inc: 4 speakers  
 Fixed Antenna  
 SYNC 4 -Inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual

2 LCD Monitors In The Front

### Interior

Regular Box Style

Steel Spare Wheel

**Interior cont.**

Manual Tilt/Telescoping Steering Column

Gauges -Inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 5G Mobile Hotspot internet Access

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Illuminated Locking Glove Box

Interior Trim -Inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down  
Delayed Accessory Power

4-Way Driver Seat -Inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -Inc: Manual Recline and Fore/Aft Movement

**Interior cont.**

Power Door Locks

Systems Monitor

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

2 12V DC Power Outlets

Air Filtration

**Safety-Mechanical**

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

**Safety-Exterior**

Side Impact Beams

**Safety-Interior**

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -Inc: Height Adjusters  
Back-Up Camera



# NIELSEN FORD

170 Ridgedale Ave.  
Morristown, NJ 07960

Quote

2023 Ford F-250 (X2B) XL 4WD SuperCab 8' Box  
STATE OF NEW JERSEY  
CONTRACT # 23-FLEET-34922

BASE PRICE \$ 45,769.00

### Options for F250

Z1	Oxford White	\$	-
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$	-
X3E	3.73 Axle Ratio w/Electronic Locking Rear Axle	\$	430.00
17X	FX4 Off-Road Package	\$	495.00
67B	410 Amp Dual Alternators -inc: 250 Amp + 160 Amp	\$	115.00
86M	Dual 68 AH/65 AGM Batteries	\$	210.00
66S	Upfitter Switches (4)	\$	165.00
18B	Platform Running Boards	\$	445.00
592	LED Roof Clearance Lights	\$	95.00
TBM	Tires: LT245/75Rx17E BSW AT (XL)	\$	165.00
473	Snow Plow Prep Package	\$	250.00
NJ State Contract Discount (10% Off Factory MSRP Options)		\$	(237.00)
Trailer Plug Installed		\$	225.00
Spray-In Bedliner		\$	625.00
Vehicle Undercoating		\$	695.00
Continental Exclusionary New Wrap Extended Warranty 6 year/85K miles \$0 Deduct		\$	2,502.00
<b>Option Total</b>		<b>\$</b>	<b>6,180.00</b>
<b>Budget Total</b>		<b>\$</b>	<b>51,949.00</b>

Date: 7/11/2024

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

RESOLUTION #2024-245

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWING MEMBERSHIP IN THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Township of Lower (hereinafter the "MUNICIPALITY") is a member of the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"); and

WHEREAS, the MUNICIPALITY'S membership terminates as of January 1, 2025 unless earlier renewed by a Contract between the MUNICIPALITY and the FUND; and

WHEREAS, N.J.S.A. 40A:11-5 (1) (m) provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the subject matter is for the purchase of insurance coverage and consultant services, provided that the award is in accordance with the requirements for extraordinary unspecifiable services; and

WHEREAS, N.J.S.A. 40A:11-6.1(b) provides that the MUNICIPALITY shall make a documented effort to secure competitive quotations; however, a Contract may be awarded upon a determination, in writing, that the solicitation of competitive quotations is impracticable; and

WHEREAS, in accordance with N.J.A.C. 5:34-2.3, a designated official of the MUNICIPALITY, has filed a certification with the governing body describing in detail, as set forth below in this Resolution, why this Contract meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable; and

WHEREAS, it has been determined that the purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and

WHEREAS, insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and

WHEREAS, it is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and

WHEREAS, the FUND has provided comprehensive insurance coverage to member municipalities since 1987; and

WHEREAS, since 1987, the Fund has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and

WHEREAS, the FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and

WHEREAS, the FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial and Legal services; and

WHEREAS, the FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and

WHEREAS, as an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and

WHEREAS, the membership of the FUND includes many neighboring municipalities that have uniquely similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

WHEREAS, all of the aforementioned factors categorize the award of this Contract as an "extraordinary, unspecifiable service" that cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and

**WHEREAS**, for all of the aforementioned reasons, it is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services; and

**WHEREAS**, the FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and

**WHEREAS**, N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and

**WHEREAS**, the FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and

**WHEREAS**, for all of the aforementioned reasons, the MUNICIPALITY desires to enter into a Contract to renew its membership with the FUND for a period of three (3) years, for insurance coverage and consultant services, as an exception to the public bidding requirements of the Local Public Contracts Law.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the MUNICIPALITY as follows:

1. The MUNICIPALITY agrees to renew its membership in the FUND and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the FUND.
2. The Mayor and Clerk of the MUNICIPALITY shall be and hereby are authorized to execute the "Contract to Renew Membership" annexed hereto and made a part hereof and to deliver same to the FUND evidencing the MUNICIPALITY'S renewal of its membership.
3. In accordance with N.J.A.C. 5:34-2.3, the certificate of a designated official of the MUNICIPALITY, which details why the solicitation of competitive quotations is impracticable, is attached hereto and made a part of this Resolution.
4. The Clerk of the MUNICIPALITY is authorized and directed to place a notice of the adoption of this Resolution and the award of this Contract in the official newspaper of the MUNICIPALITY.

	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 July 15, 2024

Julie A Picard, Township Clerk

# CONTRACT TO RENEW MEMBERSHIP WITH THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND") is a duly chartered Municipal Joint Insurance Fund as authorized by NJSA 40A:10-36 et seq.; and

WHEREAS, the Township of Lower (hereinafter the "MUNICIPALITY") is currently a member of said FUND; and

WHEREAS, effective January 1, 2025, said membership in the FUND will expire unless earlier renewed; and

WHEREAS, the Governing Body of the MUNICIPALITY has authorized the entry into this Contract to renew said membership through the adoption of a Resolution # 2024-\_\_\_ which details the reasons for renewing said membership with the FUND; and

WHEREAS, the FUND has agreed to offer renewal of membership of the MUNICIPALITY in the FUND.

NOW, THEREFORE, it is hereby contracted and agreed between the FUND and the MUNICIPALITY as follows:

1. The MUNICIPALITY hereby renews its membership in the FUND for a three (3) year term commencing on January 1, 2025 and ending on January 1, 2028 as authorized by Resolution #2024-\_\_\_.
2. The MUNICIPALITY hereby ratifies and reaffirms the Indemnity and Trust Agreement, the By-Laws and other organizational and operating documents of the FUND as are from time to time amended and altered by the FUND and/or the Department of Banking and Insurance in accordance with the applicable statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The MUNICIPALITY shall be a participating member of the FUND for the three (3) year term of this Contract, and the MUNICIPALITY shall comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of MUNICIPALITY in the FUND, the FUND has agreed to the continuing membership of the MUNICIPALITY subject to the continuing approval of the Commissioner of Banking and Insurance, to accept the renewal application of the MUNICIPALITY.

This Contract was executed on this \_\_\_\_ day of \_\_\_\_\_, 2024 as the lawful and binding act and deed of the MUNICIPALITY and the FUND, and the execution of this Contract has been duly authorized by Resolution # 2024-\_\_ of the governing body of the MUNICIPALITY.

\_\_\_\_\_  
**MUNICIPALITY (Print)**

Attest: \_\_\_\_\_  
**CLERK**

\_\_\_\_\_  
**MAYOR**

**ACM JIF**

Attest: \_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**CHAIRPERSON**

## CERTIFICATE OF A DESIGNATED OFFICIAL

In accordance with N.J.A.C. 5:34-2.3, I, \_\_\_\_\_ am the designated official of the Township of Lower (hereinafter the "MUNICIPALITY"), and I am certifying to the governing body, in detail, why the Contract with the Atlantic County Municipal Joint Insurance Fund (hereinafter the "FUND"), meets the provisions of the statutes and the regulations and why the solicitation of competitive quotations is impracticable. The reasons are as follows:

- 1) The purchase of insurance coverage and insurance consultant services by the MUNICIPALITY requires a unique knowledge and understanding of the municipal exposures and risks associated with the operation of a municipal entity, and many insurance professionals are not qualified to assess these risks and exposures based upon their inherent complexity; and
- 2) Insurance coverage for municipal entities can vary greatly in the type, limits, and exceptions to coverage, and therefore particularized expertise in determining and obtaining the appropriate coverage is required to protect the MUNICIPALITY; and
- 3) It is the goal of the MUNICIPALITY to obtain a single integrated program to provide all types of insurance coverage with a plan to limit the MUNICIPALITIES exposure; and
- 4) The FUND has provided comprehensive insurance coverage to member municipalities since 1987; and
- 5) Since 1987, the FUND has continually refined all of the types of coverage that it provides to its members so that it offers comprehensive insurance coverage and limits to all members that is unique and cannot be purchased from a single entity in the commercial insurance market; and
- 6) The FUND has also developed and made available to its members Safety, Risk Management and Litigation Management programs that address the specific exposures and risks associated with municipal entities; and
- 7) The FUND provides the MUNICIPALITY with Fund Administration, Claims Review, Claims Processing, Claims Administration, Actuarial, and Legal services; and
- 8) The FUND is one of the most financially sound Municipal Joint Insurance Funds in New Jersey, and the FUND operates with strong fiscal controls, member oversight, and meets all of the requirements promulgated by the New Jersey Department of Community Affairs and the Department of Banking and Insurance; and
- 9) As an existing member of the FUND, the MUNICIPALITY would be renewing its membership in an organization with experienced and dedicated FUND Professionals who provide specialized services to the members; and
- 10) The membership of the FUND includes many neighboring municipalities that have uniquely similar exposures to the MUNICIPALITY, and with whom the MUNICIPALITY has existing inter-local arrangements; and

- 11) The FUND has been organized pursuant to N.J.S.A. 40A:10-36 et seq., and as such is an agency of the municipalities that created it; and
- 12) N.J.S.A. 40A:11-5(2) also provides that a Contract which exceeds the bid threshold may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor, if the Contract is entered into with a municipality or any board, body, officer, agency or authority thereof; and
- 13) The FUND meets the definition of an agency as set forth in N.J.S.A. 40A:11-5(2); and
- 14) The coverage and services provided under the Contract with the FUND cannot be duplicated, accounted for, accurately detailed, or described in a manner that truly depicts the value of the MUNICIPALITY'S membership in the FUND; and
- 15) It is impracticable for the MUNICIPALITY to seek competitive quotations for a Contract to provide the procurement of insurance coverage and consultant services.

Signature of Designated Official:

\_\_\_\_\_

Municipality:

\_\_\_\_\_

Dated:

\_\_\_\_\_

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

RESOLUTION #2024-246

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH RUSS RENTS FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP NATIONAL NIGHT OUT ON AUGUST 6, 2024

WHEREAS, National Night Out is an annual community event hosted by the Township of Lower and the Lower Township Police Department focused on enhancing the relationship between the community and the Township and its Police Department; and

WHEREAS, the 2024 National Night Out community event is scheduled to take place on August 6, 2024 at Lower Cape May Regional High School; and

WHEREAS, in connection with National Night Out the Township of Lower and the Lower Township Police Department provide a number of recreational activities, music, and food to the general public; and

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

WHEREAS, Russ Rents has provided a quote in the amount of 380.00; and

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

Appropriation: 4-20-40-300-318 Community Police Fund

Signature: Lauren Read  
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor is hereby authorized to execute an Agreement with Russ Rents for the provision of rides and inflatables in connection with the August 6, 2024 National Night Out Event.

	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 July 15, 2024

Julie A Picard, Township Clerk



Russ Rents... Party Rentals  
PO Box 222  
Dennisville, NJ 08214  
609-602-8895,  
russrentscapemaycounty@gmail.com

## Invoice

NOT PAID

Invoice ID : 7022

Payment Method : Check

Event Start : 08/06/2024, 3:00 PM

Event End : 08/07/2024, 8:30 AM

### Billing Address

Lou Bartleson  
405 Breakwater Road  
Erma, NJ 08204  
609-374-0507,  
bartleson@lowertownshippolice.com

### Delivery Address

National Night Out  
687 Route 9, Lower Twp High School  
Erma, NJ 08204  
609-374-0507,  
bartleson@lowertownshippolice.com

**Special Instructions:** Will be behind High School

**Event Info:** Outdoor ( Grass ) | Delivery Required

**Heard About Us:** Repeat Customer



### CASTLE COMBO

Quantity: 1

Unit Price: \$180.00



### Large Fun House

Quantity: 1

Unit Price: \$180.00

Subtotal : \$360.00  
Delivery Fee : \$20.00  
Total : \$380.00  
Amount Paid : \$0.00  
Balance Due : \$380.00

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

ORDINANCE #2024-09

Title: **AN ORDINANCE AMENDING CHAPTER 600, TOWING AND STORAGE AREA REQUIREMENTS, SPECIFICALLY SUBSECTION 6(A)(1), TOWING AND STORAGE FEE SCHEDULE OF THE CODE OF THE TOWNSHIP OF LOWER**

**WHEREAS**, Chapter 600 of the Code of the Township of Lower establishes regulations associated with provision of towing and storage services to the Township of Lower, the Lower Township Police Department, and the general public, including the establishment of set towing and storage rates associated with the towing and storage vehicles within the Township; and

**WHEREAS**, the Lower Township Police Department has received a request from a local towing contract requesting that the fees associated with towing vehicles throughout the Township be increased to address increased costs associated with fuel, insurance, and employee expenses; and

**WHEREAS**, the Lower Township Police Department has reviewed the fees set forth within Chapter 600, and has advised the Township Council of the Township of Lower that the New Jersey State Police standard towing and storage fees exceed that which is charged by the Township, and further recommended that the Township consider increasing towing fees in order to address rising costs incurred by towing contractors; and

**WHEREAS**, the Township Council of the Township of Lower finds that it is appropriate to increase towing fees assessed in connection with vehicles towed within the Township in order to offset rising costs incurred by the towing contractors in providing these services to the Township, the Lower Township Police Department, and the general public.

**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 600, Towing and Storage Area Requirements, Subsection 6(A)(1), Towing and Storage Fee Schedule, is hereby repealed and replaced with:**

**600-6(A)(1) Towing and storage fee schedule.**

A. The following fees are established as the maximum rates which can be charged for towing and storage of motor vehicles.

1) The following is the fee schedule for basic towing services:

(a) Towing services provided during the day, 8:00 a.m. to 6:00 p.m.: flat fee of \$180.

(b) Towing services provided at night, 6:00 p.m. to 8:00 a.m., weekends or on New Jersey State holidays: flat fee of \$180.

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

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

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

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

\_\_\_\_\_  
Kevin Coombs, Councilmember

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

\_\_\_\_\_  
David Perry, Deputy Mayor

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

First Reading: July 15, 2024

Adopted:

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

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

ORDINANCE #2024-10

Title: AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 523, RENTAL PROPERTIES, OF THE CODE OF THE TOWNSHIP OF LOWER IN ORDER TO PROVIDE FOR LEAD-BASED PAINT INSPECTIONS OF CERTAIN RENTAL PROPERTIES AND TO ENACT INSPECTION FEES IN COMPLIANCE WITH P.L. 2021, C. 182

WHEREAS, the State of New Jersey has enacted P.L. 2021, c.182 establishing the Lead Hazard Control Assistance Act requiring lead-based testing for certain residential rental properties; and

WHEREAS, pursuant to P.L. 2021, c.182 (N.J.S.A. 52:27D-437.16 et seq.), all municipalities are required to inspect every single-family, two-family, and multiple rental dwelling located within the municipality at tenant turnover for lead-based paint hazards; and

WHEREAS, while these requirements are already applicable and enforced by State Law, the Township Council of the Township of Lower has determined that it is in the best interests of the Township and its residents to amend Chapter 523, Rental Properties, of the Code of the Township of Lower in order to codify the requirements associated with inspections for lead-based paint in residential rental dwellings;

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 523, Rental Properties, Article II, Lead-Based Paint Inspections, is hereby enacted as follows

**523-8 Definitions.**

The following definitions shall apply to this article:

**COMMON INTEREST COMMUNITY**

A condominium or homeowners' association or other real estate development, in which the property is burdened by servitudes requiring property owners and/or unit owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners' association that provides services or facilities to the community.

**DUST WIPE SAMPLING**

A sample collected by wiping a representative surface and tested, in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

**DWELLING**

A building containing a room or rooms, or suite, apartment, unit, or space, that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

**DWELLING UNIT**

A unit within a building that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

**LEAD ABATEMENT**

A set of measures designed to permanently eliminate lead-based paint hazards, in accordance with standards established by the Commissioner at N.J.A.C. 5:17.

**LEAD EVALUATION CONTRACTOR**

A firm certified by the Department to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17. This includes the ability to perform dust wipe sampling.

**LEAD INSPECTOR/RISK ASSESSOR**

An individual certified by the New Jersey Department of Health to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

**LEAD-BASED PAINT**

Paint or other surface coating material that contains lead in excess of 1.0 milligrams per centimeter squared or in excess of 0.5% by weight, or such other level, as may be established by federal law.

**LEAD-BASED PAINT HAZARD**

Any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present on surfaces that would result in adverse human health effects.

**LEAD-FREE CERTIFICATION**

The certificate issued, in accordance with N.J.A.C. 5:17, which states that there is no lead-based paint, or that the dwelling has undergone lead abatement in accordance with N.J.A.C. 5:17.

**LEAD-SAFE CERTIFICATION**

The certification issued pursuant to this article, which confirms that a periodic lead-based paint inspection was performed and no lead-based paint hazards were found.

**MULTIPLE DWELLING**

Any building or structure and any land appurtenant thereto, and any portion thereof, in which three or more dwelling units are occupied or intended to be occupied by three or more persons living independently of each other.

**PERIODIC LEAD-BASED PAINT INSPECTION**

The initial inspection of all applicable dwelling units at the earlier of two years from July 22, 2022, or tenant turnover, and thereafter the earlier of three years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead-based paint hazards in dwellings.

**REMEDIATION**

Interim controls or lead abatement work undertaken in conformance with this article to address lead-based paint hazards.

**TENANT TURNOVER**

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

**VISUAL ASSESSMENT**

A visual examination for deteriorated paint or visible surface dust, debris, or residue and as conducted pursuant to N.J.A.C. 5:28A-2.3.

**523-9 Lead-Based Paint Inspections.**

- A. The owner, and/or its agent, of every single-family, two-family, and multiple dwellings must obtain an inspection upon tenant turnover or within two years of the effective date of July 22, 2022, in accordance with this article. Thereafter, all such dwelling units shall be inspected for lead-based paint hazards every three years or upon tenant turnover, whichever is earlier, except that an inspection shall not be required at tenant turnover if the dwelling unit owner has a valid lead-safe certification for the dwelling unit. In all scenarios, the next periodic lead-

based paint inspection shall be counted from the most recent periodic lead-based paint inspection which resulted in a valid lead-safe certification.

- B. A lead inspector employed by the Township shall inspect every single-family, two-family, and multiple rental dwelling located within the Township for lead-based paint hazards through visual assessment in accordance with N.J.S.A. 52:27D-437.1 et seq., as may be amended from time to time.
- C. The property owner may, in lieu of having the dwelling inspected by the Township's lead inspector, directly hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to perform the lead-based paint inspection in accordance with N.J.S.A. 52:27D-437.1 et seq., as may be amended from time to time.

#### **523-10 Applicability and Exemptions.**

This article applies to all rental single-family, two-family, and multiple dwelling units with the exception of those set forth below which shall be exempt from the requirements of this article and, thus, shall not be subject to periodic lead-based paint inspection and evaluation for the presence of lead-based paint hazards:

- A. Dwelling units that were constructed during or after 1978;
- B. Single-family and two-family seasonal rental dwelling units that are rented for less than six months' duration each year by tenants that do not have consecutive lease renewals;
- C. Dwelling units that have been certified to be free of lead-based paint, pursuant to N.J.A.C. 5:17, as may be amended from time to time;
- D. Multiple rental dwelling units constructed prior to 1978 that have been registered with the Department for at least 10 years and have no outstanding paint violations from the most recent cyclical inspection performed on the multiple dwelling pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq., and N.J.A.C. 5:10, as may be amended from time to time.
  - i. All multiple dwelling units constructed prior to 1978 that have been registered with the Department for at least 10 years and that have a current certificate of inspection issued by the Department of Community Affairs, Bureau of Housing Inspection, shall be exempt from this article;
  - ii. All multiple dwelling units constructed prior to 1978 that have been registered with the Department for at least 10 years with open inspections that have no violations for paint shall also be exempt from this article.
- E. Dwellings with a valid lead-safe certification issued pursuant to this article. Lead-safe certifications are valid for two years from the date of issuance pursuant to N.J.A.C. 5:28A-2.4, as may be amended from time to time.

#### **523-11 Inspection Results.**

If, following inspection, the Township's lead inspector or a lead evaluation contractor retained by the owner finds that no lead-based paint hazard exists in a dwelling unit, the Township's lead inspector or the owner's lead evaluation contractor shall certify the dwelling unit as lead safe on the form prescribed by the Department of Community Affairs.

- A. The lead-safe certification shall be valid for a period of two years from the date of issuance.

- i. If, during the two-year certification period, a lead evaluation contractor, lead inspector/risk assessor, a local health department, or a public agency conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, the lead-safe certification issued pursuant to this article shall be invalid. A periodic lead-based paint inspection shall be scheduled upon the conclusion of remediation, in accordance with N.J.A.C. 5:28A-2.5(e), as may be amended from time to time.
  - ii. Where an independent inspection or risk assessment determines that there is a lead-based paint hazard, the inspector/risk assessor shall inform the municipality of the results of the inspection.
  - iii. The lead-safe certification shall not exempt the dwelling from any other law that would require a lead inspection/risk assessment.
- B. A copy of the lead-safe certification shall be provided to the owner of the dwelling. If a lead evaluation contractor issues the lead-safe certification, a copy shall also be provided to the municipality at the time it is issued.
- C. If the Township's lead inspector, a lead evaluation contractor hired by the owner, or permanent local agency finds that a lead-based paint hazard exists in a dwelling unit, they shall notify the Department of Community Affairs for review of the findings, in accordance with the Lead Hazard Control Assistance Act.
  - i. If a lead-based paint hazard is identified in an inspection of one of the dwelling units in a building consisting of two or three dwelling units, then the lead contractor or permanent local agency shall inspect the remainder of the building's dwelling units, with the exception of those dwelling units that have been certified to be free of lead-based paint or which have a valid lead-safe certification.
  - ii. The owner and/or agent of the owner of the dwelling unit shall be responsible for remediation of the lead-based paint hazard. Remediation must be conducted consistent with the requirements at N.J.A.C. 5:28A-2.5, as may be amended from time to time.

#### **523-12 Remediation.**

- A. Where a lead-based paint hazard exists in a dwelling, the owner or agent of the owner shall remediate the hazard by using either abatement or interim controls. The owner or agent of the owner shall choose the appropriate remediation mechanism.
- B. Interim controls shall be performed in accordance with the requirements of the United States Department of Housing and Urban Development at 42 U.S.C. § 4851b and detailed within the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
- C. Abatement work shall be performed in accordance with the requirements in the lead hazard evaluation and abatement regulations, N.J.A.C. 5:17, as may be amended from time to time.
- D. Any relocation of tenants required pursuant to a remediation shall be undertaken in accordance with applicable law.
- E. Upon conclusion of the remediation, the following procedure shall be followed:

- i. If the owner or agent of the owner utilized interim controls for remediation, the Township's lead inspector or the lead evaluation contractor hired by the owner shall conduct an additional inspection within 60 days of the initial inspection. If the inspection shows that the hazard no longer exists, the lead inspector or lead evaluation contractor shall certify the unit as lead safe on the form prescribed by the Department of Community Affairs. The certification shall be valid for a period of two years from the date of issuance; and
- ii. If the owner or agent of the owner utilized abatement for remediation and a lead abatement clearance certificate has been issued by the local enforcing agency in accordance with N.J.A.C. 5:17, then the lead-free certificate issued at the final clearance inspection shall exempt the dwelling from future periodical lead-based paint inspections.

#### **523-13 Property Owner Responsibilities.**

- A. The owner or agent of an owner of a dwelling that is subject to this article shall provide to the tenant and to the Township evidence of a valid lead-safe certification obtained pursuant to this article at the time of tenant turnover. The owner or agent of the owner shall also affix a copy of any such certification as an exhibit to the tenant's lease.
- B. The owner or agent of an owner of a multiple dwelling that is subject to this article shall provide evidence of a valid lead-safe certification obtained pursuant to this article, as well as evidence of the most recent tenant turnover, at the time of any cyclical inspection performed pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq.
- C. The owner or agent of an owner of a dwelling that is subject to this article shall maintain a record of the lead-safe certification, which shall include the name or names of a unit's tenants if the inspection was conducted during a period of tenancy.
- D. The owner or agent of any dwelling subject to this article shall inform the Township of all tenant turnover activity to ensure any required inspection may be scheduled.
- E. The owner or agent of an owner of a dwelling shall provide a copy of this article, and any lead-safe certifications issued pursuant thereto, along with the accompanying guidance document, Lead-Based Paint in Rental Dwellings, to any prospective owners of the dwelling during a real estate transaction, settlement, or closing.

#### **523-14 Fees.**

The fees for a lead-based paint inspections shall be as follows:

- A. The fee for a visual assessment shall be \$100.00 per unit. A lead-free certificate will only be issued if no lead-based paint is found.
- B. Post remediation inspection/clearance: \$100 per unit.
- C. The fee for the filing of a lead-safe certification or lead-free certification shall be \$25.
- D. In accordance with N.J.S.A. 52:27D-437.16(h), an additional fee of \$20 per dwelling unit inspected by the Township's lead inspector or the owner's private lead inspector shall be assessed for the purposes of the Lead Hazard Control Assistance Act unless the unit owner demonstrates that the Department of Community Affairs has already assessed an additional inspection fee of \$20. The fees collected pursuant to this subsection shall be deposited into the Lead Hazard Control Assistance Fund.

- E. In a common interest community, any inspection fee charged shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.

**523-15 Violations and Penalties.**

In accordance with N.J.S.A. 52:27D-437.19, the penalties for a violation of the provisions of this article shall be as follows:

- A. If a property owner and/or agent of a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner and/or agent of the owner shall be given 30 days to cure the violation.
- B. If the property owner and/or agent of the property owner has not cured the violation after 30 days, the property owner and/or agent of the property owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

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

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

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

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

\_\_\_\_\_  
Kevin Coombs, Councilmember

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

\_\_\_\_\_  
David Perry, Deputy Mayor

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

First Reading: July 15, 2024

Adopted:

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

# Register Report - Last month

6/1/2024 through 6/30/2024

7/10/2024

Page 1

Date	Account	Num	Description	Memo	Category	Tag	Tax Item	Cir	Amount
	<b>INCOME</b>								<b>46,593.00</b>
	Business Lic 2024-2025								8,923.00
	Gravel Pit								300.00
	Liquor Licenses								27,800.00
	Short Term Rental 2024-2025								6,695.00
	Special Events								345.00
	Street Openings								250.00
	Vac Prop Reg								2,000.00
	Yard Sales								205.00
	Year Round Rental								75.00
	<b>TRANSFERS</b>								<b>-46,593.00</b>
	Council Checking								-46,593.00
								<b>OVERALL TO...</b>	<b>0.00</b>



**2024 CASH RECEIPTS  
JUNE**

Township of Lower  
Office of the Tax Collector

	<b>MONTH TO DATE</b>	<b>YEAR TO DATE</b>
<b>Receipts</b>		
Current year taxes (2024)	471,922.53	35,073,317.55
Prior year taxes (2023)	13,913.39	491,660.02
Previously exempt property		0.00
State Audit Pay Back		0.00
Municipal Lien		962.38
Recording		25.00
Bankruptcy		0.00
6% Penalty		0.00
Municipal Service Fees	3,390.00	36,154.10
Tax Search Fees		0.00
Interest	10,086.87	57,852.66
Lot clearing		900.00
Returned Check Fees	40.00	520.00
Duplicate Bills	10.00	300.00
Trash	8,788.75	35,666.50
<b>TOTAL DEPOSITS</b>	<b>508,151.54</b>	<b>35,697,358.21</b>
<b>DEPOSITED TO COUNCIL CHECK</b>	<b>326,867.88</b>	<b>30,702,182.77</b>
<b>DEPOSITED TO WIPP ACCOUNT</b>	<b>181,283.66</b>	<b>4,995,175.44</b>
<b>TOTAL DEPOSITS</b>	<b>508,151.54</b>	<b>35,697,358.21</b>
NSF Reversals		39,203.28
WIPP NSF Reversals		56,999.91
NSF FeeTrash		0.00
<b>TOTAL NSF</b>	<b>-</b>	<b>96,203.19</b>
<b>TOTAL</b>	<b>508151.54</b>	<b>35,601,115.02</b>

Prepared by Kathy Brown

**JUNE 2024**  
**VITAL STATISTICS**

Marriages,Civil Unions	12
Domestic Partners	0
Certified Copies	92
Certified Copies EDRS	5
Burial Permits	0

Marriages, Civil Unions State	\$300.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$36.00
Domestic Partners Twp	\$0.00
Certified Copies	\$920.00
Certified Copies EDRS	\$50.00
Burial Permits	\$0.00

<b>TOTAL</b>	<b>\$1,306.00</b>
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2024-247

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

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

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

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

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

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

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

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

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

(6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

X (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer. Attorney/Client Privilege

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on June 3, 2024 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_ in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT 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 July 15 2024.

Julie A Picard, Township Clerk