

Signed Resolutions – July 7, 2025

- Res. #2025-243 Authorization for the Payment of Vouchers \$ 1,832,096.45
- Res. #2025-244 Authorization for South Jersey Power Cooperative Natural Gas Supply Service Application
- Res. #2025-245 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (DEDR, \$26,215)
- Res. #2025-246 A Resolution Requesting that the New Jersey Department of Transportation Relocate Two Existing Bus Stops on Breakwater Road (CR613)
- Res. #2025-247 A Resolution Requesting Approval from the County of Cape May to Install A Bus Stop Shelter within the Breakwater Road County Right-of-way near the Intersection of Breakwater and Hornet Roads
- Res. #2025-248 Bid Acceptance and Contract Award for the Bayshore Road Pickleball Courts to Think Pavers Hardscape, LLC (LT-C-065)
- Res. #2025-249 Approving Change Order #3 with DeBlasio & Associates for the Preliminary Assessment Report for Jake's Law Playground for Phase II of the Rotary Community Park Renovation (LT-C-028)
- Res. #2025-250 A Resolution Authorizing the Execution of a Shared Service Agreement between the Township of Lower and the County of Cape May in Connection with the Receipt of Cape May County Open Space Funds for the Improvement of David C Douglass Sr. Memorial Park

Resolution #2025-243

Ranges		Item Status	Purchase Types	Misc			
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y	Bld: Y State: Y Other: Y Exempt: Y	P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All			
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Vold Amount	Contract	PO Type
00067		ALL AMERICAN SPORTS CORP.*					
25-01369	05/30/25	FOOTBALL HELMETS	Open	\$2,969.95	\$0.00		
00110		ANCO HOME CENTER ~					
25-01372	05/30/25	MONTHLY- MAY '25	Open	\$497.18	\$0.00		
00134		ATLANTIC COUNTY JOINT INS FUND					
25-00028	01/03/25	2025 JIF PAYMENT \$1,155,672.00	Open	\$288,418.00	\$0.00		
00153		ATLANTIC CITY ELECTRIC*					
25-01831	07/01/25	ROCHESTER	Open	\$1,060.39	\$0.00		PC1
25-01834	07/01/25	*REVISED PO JUNE ELECTRIC	Open	\$17,186.67	\$0.00		
		Vendor Total:		\$18,247.06			
00199		AUTO ZONE INC					
25-01675	06/16/25	PARTS FOR VEHICLES/DPW	Open	\$408.37	\$0.00		
25-01676	06/16/25	PARTS FOR VEHICLES/DPW	Open	\$150.05	\$0.00		
		Vendor Total:		\$558.42			
00323		JOHN BEERS					
25-01832	07/01/25	CONTRACT REIMBURSEMENT	Open	\$723.65	\$0.00		
00403		BLUE WAVE EXPRESS CAR WASH					
25-01778	06/25/25	CAR WASHES 1/1/25 - 4/30/25	Open	\$798.00	\$0.00		
00784		CAPE MAY STAR & WAVE					
25-01713	06/17/25	Legals - 6/4/2025 & 6/11//2025	Open	\$148.75	\$0.00		
01125		MARGARET CROMPTON					
25-00029	01/03/25	CONTRACTUAL REIMBURSEMENT M	Open	\$100.00	\$0.00		B
01200		DELTA DENTAL PLAN OF NJ					
25-01843	07/02/25	JUNE 2025 DENTAL CLAIMS	Open	\$15,649.65	\$0.00		
01265		BRIAN DONAHUE					
25-01803	06/30/25	BLANKET 2025 CONTRACT REIMB	Open	\$1,554.00	\$0.00		B
01269		DISCOUNT HYDRAULICS*					
25-00986	04/14/25	PARTS/DPW	Open	\$3,008.06	\$0.00		
01340		EAGLE POINT GUN ~					
25-01487	06/06/25	AMMO T0106	Open	\$4,588.70	\$0.00		
01443		ERMA VOLUNTEER FIRE CO					
25-01684	06/16/25	2025 PRIMARY - POLLING LOCATIO	Open	\$300.00	\$0.00		
01590		FORD, SCOTT & ASSOCIATES					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Vold Amount	Contract	PO Type
01590		FORD, SCOTT & ASSOCIATES	<i>Account Continued</i>				
25-00568	02/25/25	RES 25-16 DNE \$43K	Open	\$4,000.00	\$0.00		
01653		GENTILINI FORD ~					
25-01293	05/22/25	PARTS/DPW	Open	\$3,979.74	\$0.00		
01655		GANN LAW BOOKS*					
25-01657	06/12/25	COURT - NJ RULES OF EVIDENCE	Open	\$223.00	\$0.00		
01690		GRANTURK EQUIPMENT CO*					
24-02151	08/08/24	RES 2024-258 6010P TUB GRINDER	Open	\$572,165.50	\$0.00		
25-01490	06/06/25	RES 2025-206 29CY REAR LOADER	Open	\$143,448.20	\$0.00		
		Vendor Total:		\$715,613.70			
01741		GENTILINI CHEVROLET, LLC ~					
25-01291	05/22/25	PARTS FOR VEHICLES/DPW/JUNE	Open	\$367.60	\$0.00		
25-01671	06/16/25	SEAL KIT/DPW	Open	\$188.11	\$0.00		
		Vendor Total:		\$555.71			
01864		JONAS PIZZA, LLC ~					
25-01471	06/06/25	PIZZA FOR TRAINING NIGHT	Open	\$32.00	\$0.00		
02025		HUNTER JERSEY PETERBILT~					
25-01668	06/16/25	PARTS FOR VEHICLES / DPW	Open	\$3,120.06	\$0.00		
25-01746	06/23/25	PARTS FOR VEHICLES/DPW	Open	\$3,758.59	\$0.00		
		Vendor Total:		\$6,878.65			
02027		JESCO INC~					
25-00985	04/14/25	PARTS /DPW	Open	\$524.80	\$0.00		
02065		PYROTECNICO FIREWORKS INC					
25-00636	03/06/25	RES#25-42/JULY 3ED FIREWORKS	Open	\$69,000.00	\$0.00		
02097		LACAL EQUIPMENT INC					
25-01264	05/19/25	GUTTER BROOMS/DPW	Open	\$692.79	\$0.00		
02108		KEEN COMPRESSED GAS CO*					
25-01240	05/16/25	BOTTLED GAS/DPW	Open	\$144.33	\$0.00		
02245		DAVID LEPOR					
25-01784	06/25/25	IN LIEU OF HEALTH INSURANCE	Open	\$2,500.00	\$0.00		
02247		LAWSON PRODUCTS, INC. ~					
25-01356	05/28/25	SUPPLIES FOR DPW	Open	\$1,050.04	\$0.00		
02292		DONALD LOMBARDO					
25-01786	06/26/25	MEDICAL CLAIM	Open	\$1,522.50	\$0.00		
02402		MGL PRINTING SOLUTIONS ~					
25-01436	06/05/25	250 COMMERCIAL TRASH BILLS	Open	\$255.00	\$0.00		
02461		JOHN MAHER					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02461		JOHN MAHER	<i>Account Continued</i>				
25-01787	06/26/25	MEDICAL CLAIM	Open	\$2,988.24	\$0.00		
02538		MARSH & MCLENNAN AGENCY, LLC					
25-00025	01/03/25	RES#2025-13 DNE \$40K	Open	\$3,333.33	\$0.00		B
02902		J. BYRNE INSURANCE*					
25-01756	06/23/25	Volunteer Accident Policy	Open	\$500.00	\$0.00		
03026		*NJ STATE HEALTH BENEFITS WIRE					
25-01796	06/27/25	JULY 2025 RETIREE HEALTH	Open	\$131,539.39	\$0.00		
25-01797	06/27/25	JULY 2025 ACTIVE HEALTH	Open	\$247,802.45	\$0.00		
		Vendor Total:		\$379,341.84			
03086		NJ STATE ASSN CHIEFS OF POL*					
25-00536	02/25/25	113TH ANNUAL TRAINING CONFEREN	Open	\$1,655.00	\$0.00		
03179		OFF-SHORE GETTY STATION*					
25-01740	06/23/25	INSPECTION/DPW	Open	\$150.00	\$0.00		
03296		PARISH OF ST. JOHN NEUMANN					
25-01683	06/16/25	2025 PRIMARY POLING LOCATION	Open	\$675.00	\$0.00		
03305		PEDRONI FUEL*					
25-01672	06/16/25	NO LEAD GAS/ DPW	Open	\$490.04	\$0.00		
25-01775	06/25/25	NO LEAD GAS/DPW/6.18.25	Open	\$656.27	\$0.00		
		Vendor Total:		\$1,146.31			
03387		POGUE INC. *					
25-01741	06/23/25	CONTROLLED SUBSTANCES TEST	Open	\$150.00	\$0.00		
03449		EUROFINS ENVIRONMENT TESTING					
25-01099	04/28/25	2025 SEASONAL POOL CONTRACT	Open	\$430.00	\$0.00		B
03518		RIGGINS, INC.*					
25-01774	06/25/25	OFF HIGHWAY DIESEL/DPW	Open	\$1,119.46	\$0.00		
03573		SAFETY-KLEEN CORP*					
25-01570	06/11/25	EQUIP.MAINTENANCE/DPW	Open	\$548.99	\$0.00		
03678		SMELTZER & SONS INC.*					
25-01698	06/17/25	SNOW FENCE- ROTARY PARK	Open	\$372.46	\$0.00		
03683		SNAP-ON TOOLS*					
25-01378	05/30/25	WRENCH/GARAGE/DPW	Open	\$798.28	\$0.00		
25-01399	06/02/25	ALL VEHICLE SCAN TOOL/SOFTWARE	Open	\$6,679.36	\$0.00		
		Vendor Total:		\$7,477.64			
03805		TOWNBANK VOLUNTEER FIRE CO.					
25-01685	06/16/25	2025 PRIMARY POLLING LOCATION	Open	\$450.00	\$0.00		
03820		MUNICIPAL UTIL. AUTH ON CALL					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03820		MUNICIPAL UTIL. AUTH ON CALL		<i>Account Continued</i>			
25-01238	05/16/25	REIMBURSEMENT/DPW/MAY 2025	Open	\$391.65	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-01544	06/11/25	SUPPLIES FOR BUILDING/DPW	Open	\$603.72	\$0.00		
03915		TURF EQUIPMENT & SUPPLY CO ~					
25-00982	04/14/25	MOWER PARTS/DPW	Open	\$851.16	\$0.00		
25-01673	06/16/25	MOWER PARTS/DPW	Open	\$2,221.24	\$0.00		
		Vendor Total:		\$3,072.40			
03985		VILLAS NAPA AUTO PARTS ~					
25-00978	04/14/25	RDS/SANT/RECY/DPW	Open	\$3,571.12	\$0.00		
25-01485	06/06/25	FS wire & batteries	Open	\$41.85	\$0.00		
		Vendor Total:		\$3,612.97			
03992		VAL-U AUTO PARTS LLC ~					
25-00377	02/06/25	RDS/SANT/REC/DPW/FEB	Open	\$5,496.03	\$0.00		
04085		CHRISTOPHER WINTER					
25-01788	06/26/25	MEDICAL REIMBURSEMENT	Open	\$51.25	\$0.00		
04089		WIZARD'S FESTIVAL OF FUN, INC*					
25-01692	06/17/25	RES#25-190 JULY 3RD RIDES	Open	\$15,900.00	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
25-01405	06/02/25	MONTHLY/FIRST AIDE SUPPLY/DPW	Open	\$70.39	\$0.00		
25-01704	06/17/25	MEDICAL CABINET	Open	\$64.95	\$0.00		
25-01711	06/17/25	COURT CABINET SERVICE 6/2025	Open	\$62.59	\$0.00		
		Vendor Total:		\$197.93			
04301		SEASHORE ASPHALT CORPORATION*					
25-01217	05/13/25	ASPHALT FOR ROADWAYS	Open	\$163.35	\$0.00		B
05064		CAPE ISLAND GRAPHICS					
25-01699	06/17/25	BAY RUN SIGNS	Open	\$300.00	\$0.00		
25-01700	06/17/25	SIGNS FOR LOWER TWP POOL	Open	\$336.00	\$0.00		
		Vendor Total:		\$636.00			
05083		ALLEGRA MARKETING,PRINT & MAIL					
25-01475	06/06/25	INDEPENDENCE DAY POSTERS	Open	\$135.00	\$0.00		
6059		USABLE LIFE					
25-01795	06/27/25	LIFE INS JULY 2025	Open	\$938.25	\$0.00		
6063		CAPE MINING & RECYCLING, LLC*					
25-00105	01/13/25	SUPPLIES FOR ROADS/DPW/JAN	Open	\$271.96	\$0.00		
7054		GOOD DAY FOR A RUN					
25-01773	06/25/25	RETURN OF UNUSED ESCROW	Open	\$465.00	\$0.00		
7098		SHORE VETERINARIAN ANIMAL					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Vold Amount	Contract	PO Type
7098		SHORE VETERINARIAN ANIMAL	<i>Account Continued</i>				
25-01653	06/11/25	ANIMAL CONTROL - MAY 2025	Open	\$300.00	\$0.00		
7168		SEAN COLLINS					
25-01747	06/23/25	LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
25-01752	06/23/25	LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
		Vendor Total:		\$140.00			
7196		LAUREN HUGGINS SUIT					
25-00027	01/03/25	RES#2025-07 2025 PUBLIC INFO	Open	\$1,356.67	\$0.00		B
7207		MOTOROLA SOLUTIONS					
25-01433	06/05/25	RES 25-207 APX 8000 PORT RADIO	Open	\$114,462.00	\$0.00		
7216		THE ZONE GROUP, INC.					
25-01679	06/16/25	JULY 3RD BAND	Open	\$900.00	\$0.00		
7354		FLEETPRIDE INC.*					
25-01663	06/13/25	SUPPLIES/BLDG/DPW	Open	\$2,803.74	\$0.00		
7387		ERIC DANZE					
25-00277	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$113.02	\$0.00		B
7430		HUTCHINSON MECHANICAL SERV					
25-01463	06/06/25	REPAIR-RTU EAST & GAME ROOM	Open	\$737.80	\$0.00		
7437		ECOVERSE INDUSTRIES LTD*					
25-01681	06/16/25	CABLES/DPW	Open	\$1,699.10	\$0.00		
7475		SUZANNE M SCHEID					
25-01779	06/25/25	MEDICAL REIMBURSEMENT	Open	\$20.00	\$0.00		
7680		RON O'HARA					
25-01771	06/24/25	SPRING SOCCER OFFICIAL	Open	\$420.00	\$0.00		
7751		HOFFMAN'S EXTERMINATING					
25-00938	04/10/25	PEST CONTROL/CANAL PARK-YEARLY	Open	\$132.60	\$0.00		
25-00939	04/10/25	PEST AGREEMENT-FREEMAN DOUGL	Open	\$75.00	\$0.00		
		Vendor Total:		\$207.60			
7777		CHRISTOPHER CAMMARATA					
25-01748	06/23/25	LACROSSE OFFICIAL	Open	\$35.00	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
23-02342	09/14/23	2023 STORMWATER GIS MAPPING	Open	\$5,837.50	\$0.00		B
23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	\$6,598.75	\$0.00		
24-01240	05/13/24	RES 2024-167 NCM STORM SEWER	Open	\$2,855.00	\$0.00		B
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$7,758.38	\$0.00		B
24-03368	12/06/24	#24-372 BAY OUTFALL EXT #C059	Open	\$15,510.00	\$0.00		B
24-03369	12/06/24	2024-373 MS4 PERMIT PROG #C060	Open	\$4,245.00	\$0.00		B
24-03455	12/19/24	#24-402 BEACH/DEL DNE 38K C061	Open	\$2,473.75	\$0.00		
25-00446	02/11/25	RES 2025-61 CARDINAL LT-C-062	Open	\$4,692.50	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7820		DEBLASIO & ASSOCIATES, P.C	<i>Account Continued</i>				
		Vendor Total:		\$49,970.88			
7929		AMAZON CAPITAL SERVICES, INC ~					
25-01176	05/08/25	ASPHALT RAKES	Open	\$473.20	\$0.00		
25-01303	05/23/25	IPAD & CASE FOR PHOTOS	Open	\$299.00	\$0.00		
25-01365	05/28/25	PURCHASING/TREAS SUPPLIES	Open	\$131.16	\$0.00		
25-01430	06/04/25	STARTER FOR ROAD DEPT	Open	\$277.94	\$0.00		
25-01437	06/05/25	TRIMMER CARBURETOR & PLANNER	Open	\$25.23	\$0.00		
25-01466	06/06/25	BOCA OFFICE SUPPLIES	Open	\$813.00	\$0.00		
25-01651	06/11/25	CHAIRS/OFFICE SUPPLIES	Open	\$410.31	\$0.00		
25-01710	06/17/25	SUMMER CAMP SUPPLIES	Open	\$1,071.86	\$0.00		
25-01712	06/17/25	SNACKS FOR SUMMER CAMP	Open	\$586.54	\$0.00		
25-01728	06/19/25	MISC SUPPLIES FOR CAMP	Open	\$779.90	\$0.00		
25-01730	06/19/25	MISC. POOL ITEMS	Open	\$202.99	\$0.00		
25-01802	06/27/25	RATCHET STRAPS	Open	\$146.90	\$0.00		
		Vendor Total:		\$5,218.03			
7930		RAY WELSH					
25-01753	06/23/25	LACROSSE OFFICIAL	Open	\$280.00	\$0.00		
8175		INTEGRITY INTERPRETING LLC					
25-01310	05/23/25	COURT INTERPRETING 4/2025	Open	\$47.25	\$0.00		
25-01745	06/23/25	COURT INTERPRETING 5/2025	Open	\$84.00	\$0.00		
		Vendor Total:		\$131.25			
8211		CONFIRE FIRE PROT SERV LLC*					
25-01468	06/06/25	MILLMAN CTR REPAIRS/TESTING	Open	\$1,711.00	\$0.00		
8490		BUSINESS INFORMATION SYSTEMS*					
25-01480	06/06/25	COURT RECORDING CONTRACT RENI	Open	\$988.05	\$0.00		
8512		GUY N POTTS II					
25-01680	06/16/25	JULY 3RD BAND	Open	\$800.00	\$0.00		
8547		SOUTHERN SHORE REGIONAL DMO					
25-01565	08/11/25	Full page ad in 2025 SJNJ Mag	Open	\$1,000.00	\$0.00		
8564		MATTHEW REILLY					
25-01388	06/02/25	TRAINING REIMBURSEMENT	Open	\$53.54	\$0.00		
8721		BLANEY, DONOHUE, & WEINBERG PC					
25-00023	01/03/25	RES#2025-04 PROSECUTOR DNE 40k	Open	\$3,750.00	\$0.00		B
25-00024	01/03/25	RES#2025-04 WWC DNE \$10K	Open	\$833.33	\$0.00		
		Vendor Total:		\$4,583.33			
8833		BAYSHORE LAUNDRY & LINEN LLC					
25-01729	06/19/25	WASHING OF FOOTBALL PANTS	Open	\$146.25	\$0.00		
8850		SERVEPRO					
25-00225	01/22/25	HAZ. WASTE CLEAN-UP 2025	Open	\$500.00	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PQ Type
8972 25-01662	06/13/25	THE HOME CITY ICE COMPANY ~ ICE FOR PUBLIC WORKS	Open	\$39.75	\$0.00		
8978 25-01768	06/24/25	BARRY COHEN LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
9001 25-01731	06/19/25	CALLMINER INC ~ PHONE VOICE RECORDER 7/25-7/26	Open	\$4,800.00	\$0.00		
9021 25-01153	05/06/25	NATIONAL HIGHWAY PRODUCTS INC~ MATERIAL FOR SIGNS/DPW	Open	\$1,451.92	\$0.00		
25-01337	05/27/25	STREET SIGNS/DPW	Open	\$3,725.00	\$0.00		
25-01403	06/02/25	TRAFFIC CONES/DPW	Open	\$1,740.00	\$0.00		
Vendor Total:				\$6,916.92			
9023 25-01755	06/23/25	PROSHRED SOUTHERN NEW JERSEY SHRED EVENT/6/7/25	Open	\$875.00	\$0.00		
9026 25-01307	05/23/25	STARR SEPTIC LLC ~ PORTA-POTS CANAL PARK	Open	\$126.50	\$0.00		
25-01421	06/04/25	LUXURY BATHROOM/DPW/JUNE	Open	\$948.00	\$0.00		
25-01682	06/16/25	JULY 3RD PORTA-POTS	Open	\$1,735.00	\$0.00		
Vendor Total:				\$2,809.50			
9134 25-01661	06/13/25	ASCENDANCE TRUCK EASTERN PA PARTS FOR TRUCKS/DPW	Open	\$3,934.20	\$0.00		
9166 25-00270	01/27/25	REMINGTON & VERNICK ENG II INC RES 2025-79 HVAC REPL TOWNHALL	Open	\$5,960.00	\$0.00		
9180 25-01678	06/16/25	ANTHONY BAKER ENTMT LLC JULY 3RD BAND	Open	\$1,000.00	\$0.00		
9210 24-01829	07/03/24	CASELLA PRODUCTIONS LLC LTPD RECRUITMENT VIDEO	Open	\$2,000.00	\$0.00		
9216 25-00043	01/07/25	ATLANTICARE REGIONAL MEDICAL RES#2024-229 YEAR 1	Open	\$5,000.00	\$0.00		B
25-01482	06/06/25	BLS E CARDS FOR TRAINING	Open	\$105.00	\$0.00		
Vendor Total:				\$5,105.00			
9296 25-01769	06/24/25	ALTEK BUSINESS SYSTEMS INC KYOCERA/DETECTIVES PD JUNE-25	Open	\$28.50	\$0.00		
9316 25-00020	01/03/25	THE BELASCO LAW FIRM LLC RES#2025-01 DNE \$40k	Open	\$3,333.33	\$0.00		B
9392 25-01381	06/02/25	INSECTROPOLIS INC. BUGS ON THE GO OUTREACH 7-23	Open	\$620.00	\$0.00		
9393		TURTLESINGER INC.					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9393		TURTLESINGER INC.	<i>Account Continued</i>				
25-01382	06/02/25	LIVE TURTLE ENCOUNTER 7-30	Open	\$300.00	\$0.00		
9395		OCEAN CITY THEATRE COMPANY					
25-01384	06/02/25	SUMMER CAMP-7/01/25	Open	\$550.00	\$0.00		
9396		WHATS OUT THERE LLC					
25-01386	06/02/25	PLANETARIUM SUM CAMP 7/02/25	Open	\$300.00	\$0.00		
9412		BLUETRITON BRANDS INC.					
25-01744	06/23/25	COURT WATER DELIVERY 5/2025	Open	\$60.45	\$0.00		
9413		NICHOLAS SANCHECZ					
25-01705	06/17/25	FINGERPRINT/BACKGROUND	Open	\$57.73	\$0.00		
9414		MAUREEN KERSCH					
25-01708	06/17/25	FINGERPRINT/BACKGROUND	Open	\$57.73	\$0.00		
9415		AMANDA JASINSKI					
25-01709	06/17/25	FINGERPRINT/BACKGROUND	Open	\$57.73	\$0.00		
BLAUE		BLAUER ASSOCIATES INC*					
22-02882	11/17/22	2023 SCPF APPLICATION CONSULT	Open	\$450.00	\$0.00		B
BUS		SHEPPARD BUS*					
25-01385	06/02/25	SUMMER CAMP - JULY 1, 2025	Open	\$1,180.00	\$0.00		
BYRNE		ELIZABETH BYRNE CUSTODIAN					
25-00877	03/11/25	RETIRED MEDICALSUPPLEMENT	Open	\$581.25	\$0.00		
CANCELO		DON CANCELOSI					
25-01750	06/23/25	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
HOLTJ		AL HOLTJE					
25-01754	06/23/25	LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
LOWER		LOWER TOWNSHIP					
25-01830	07/01/25	JUNE 25 DIFFERENCE CARD	Open	\$21,707.69	\$0.00		
PRESS		PRESS OF ATLANTIC CITY					
25-01666	06/13/25	NOTICE RFQ FOSTER HOUSE	Open	\$133.72	\$0.00		
PRINCE		STEPHEN PRINCE JR					
25-01688	06/17/25	SPRING SOCCER OFFICIAL	Open	\$630.00	\$0.00		
25-01689	06/17/25	BASKETBALL OFFICIAL	Open	\$120.00	\$0.00		
Vendor Total:				\$750.00			
ROMANOW		FRED ROMANOWSKI					
25-01751	06/23/25	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
SMITHS		SHEILA D SMITH					
25-01789	06/27/25	MEDICARE SUPPLEMENT	Open	\$219.23	\$0.00		

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Vold Amount	Contract	PO Type
TOMTO005		TOM TOTO					
25-01749	06/23/25	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		

Total Purchase Orders: 156 Total P.O. Line Items: 0 Total List Amount: \$1,829,772.45 Total Vold Amount: \$0.00

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

RESOLUTION # 2025-243

Title: AUTHORIZING PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
MidAtlantic Center Arts	5143	6/7/2025 Camp	\$ 324.00
Division of Pensions/Ben	6905	Claims Experience	\$2,000.00

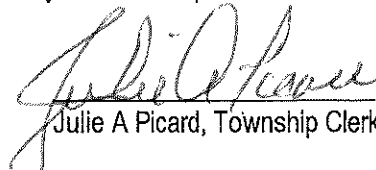
TOTAL MANUAL CHECKS: \$ 2,324.00

TOTAL COMPUTER GENERATED: \$1,829,772.45

TOTAL BILL LIST \$1,832,096.45

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025.


Julie A Picard, Township Clerk

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

RESOLUTION #2025-244

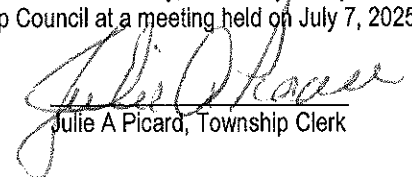
Title: AUTHORIZATION FOR SOUTH JERSEY POWER COOPERATIVE NATURAL GAS
SUPPLY SERVICE APPLICATION

WHEREAS, the Township desires to participate in the South Jersey Power Co-Operative (SJPC), Camden County as lead agency with the approved energy consultant, Concord Energy Services.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Margaret Vitelli, Township Qualified Purchasing Agent is hereby authorized to include the Township of Lower in the South Jersey Power Co-Operative (SJPC) for various terms up to Thirty-Six (36) Month contract bid for retail purchase of Natural Gas Supply Bid.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025


Julie A Picard, Township Clerk

SJPC 2025 NATURAL GAS BID PARTICIPATION RESPONSE FORM

TO: SOUTH JERSEY POWER COOPERATIVE (SJPC) EXISTING MEMBERS
FROM: LAURA J. PAFFENROTH, ESQ, QPA
DATE: June 5, 2025
RESPONSE DEADLINE: July 25, 2025

As lead agency and on behalf of the SJPC, Camden County is preparing to issue a new bid for natural gas supply service. The new contract will begin December 2025 and/or 2026 upon the expiration of our existing contracts. We welcome your continued participation in the SJPC.

Participation is easy and only requires a few steps:

1. Complete the attached "Participation Response Form."
2. Complete the attached "Required Account Information" form and provide one (1) recent copy of all natural gas utility bills for any new accounts to be included in the bid.

In order to participate, the attached forms must be completed in its entirety, and we must receive the documents listed above by 5 pm, Friday July 25, 2025. Directions are provided on the following forms.

The SJPC has awarded a contract to Concord Energy Services, a professional consulting firm, to assist us with the bid. If you have any questions regarding this process or the information contained herein, please feel free to contact Kim Coulter at 609-760-4056 or via email at kcoulter@concord-engineering.com.

Due to the substantial volume and load diversity of our group, the SJPC expects continued success with securing the most competitive natural gas pricing possible. We look forward to your continued participation.

GENERAL TERMS, CONDITIONS AND BID APPROACH

The SJPC will seek a retail Supplier of natural gas supply service for a contract term of service that will begin with the first meter read after December 1, 2025, and/or December 1, 2026 depending on the Bid Group. The intent is to seek bid pricing for various terms up to thirty-six (36) months. By submitting the attached Participation Form, your local government entity ("LGE") acknowledges that the Lead Agency of the SJPC (Camden County) will enter into a master contract with the winning supplier(s) on behalf of the entire SJPC, including your LGE. Each individual LGE will not sign a contract directly with the winning bidder, but it is expected that your LGE will adhere to the terms and conditions of the master contract. It is also expected that you will pass a Board Resolution acknowledging the terms of the agreement (winning bidder, price, term, etc.) post-bid award.

We expect the structure of the pricing request in this year's bid to include two (2) different product structures. The product structures would include: 1) Firm Fixed Price; 2) Firm Fixed Basis Upcharge Price with the ability to lock in NYMEX commodity. Both product structures would be for 100% of your requirements and non-recallable. Accounts will be categorized in Bid Lots and priced according to their respective utility, rate class, and consumption as appropriate.

Similar to our last bid, each participating member will support this effort via a usage-based fee based on natural gas consumption. There will be no fees paid directly by any participating member as all fees will be paid by the winning Supplier.

SJPC 2025 NATURAL GAS BID PARTICIPATION RESPONSE FORM

INSTRUCTIONS: COMPLETE THIS FORM AND RETURN TO CONCORD ENERGY SERVICES, BY EMAIL TO THE ATTENTION OF:

CES Procurement Operations : Email: kcoulter@concord-engineering.com
You will receive an email confirmation that your form has been received.

STEP 1: CHECK THE APPROPRIATE BOX BELOW

☒ **YES, PLEASE** include my accounts in this year's SJPC Natural Gas Supply Service Bid. I understand that my account(s) will be awarded to the lowest responsible bidder for a service period of up to three (3) years. I authorize the SJPC's representatives to secure our utility data on our behalf.

☐ **NO, THANK YOU**, we will not participate in this year's SJPC Natural Gas Supply Service Bid.

STEP 2: IF "YES", COMPLETE THE FOLLOWING (all fields required, please write legibly):

Entity and County: Township of Lower / Cape May County

Contact Name: Margaret Vitelli

Contact Position: Purchasing Agent

Contact Email Address: mvitelli@townshipoflower.org

Contact Phone: 609-886-2005 x123

Entity Billing Address:
(for winning energy supplier) 2600 Bayshore Road
Villas NJ 08251

STEP 3: SIGNATURE OF AUTHORIZED REPRESENTATIVE:

By signing the Participation Form, I understand and acknowledge that the entity I represent is hereby committed to the SJPC Natural Gas 2025 bid process and will be contractually bound to the terms of the resulting master agreement between the lead agency and the winning bidder. Subsequent to bid award, we will pass a Board Resolution to document our commitment to the process and the terms of the agreement (low bid price, supplier, contract service dates, etc.) We understand that we cannot and will not switch to an alternate energy supplier during the term of the resulting agreement.

Signature: 

Printed Name and Position: Margaret Vitelli, QPA

STEP 4: SUBMIT NATURAL GAS ACCOUNT INFORMATION (see following page for details)

Benefits of Joining the South Jersey Power Co-Op (SJPC)

♦ Introduction

Energy load aggregation for electricity and/or natural gas is the process by which local government agencies join in a Cooperative to secure more competitive prices than they might otherwise receive working independently. Becoming a member of the South Jersey Power Cooperative Pricing System (SJPC) can be accomplished through a very simple process of providing basic energy account information and establishing a resolution to participate in the upcoming RFB for Natural Gas and Electric Supply Service. Currently we are opening up the Cooperative to new members for participation.

The County of Camden Board of Commissioners adopted a resolution establishing South Jersey Power CPS - Energy Aggregation (SJPC) for the purchase of electricity and natural gas commodity as set forth by N.J.A.C. 5:34-7.19. This resolution has been duly filed with the Department of Community Affairs and is registered under the following Cooperative Pricing Energy Supply Systems: ID#57-CCCPS, ID#16-GLCPS, ID#75-SCCPS, ID#64-CCCPS, ID#E8803-ACCMCPs.

♦ Lower Transaction Costs/Scale Economies

Buying energy through a competitive bid process on the open market has become a risky and complicated process. With dozens of retail energy suppliers offering a confusing patchwork of contract terms, weighing the merits of competing bids can be a daunting task, especially for local government agencies that have limited experience in electric procurement strategies. While most local government agencies expect to pay less for electricity in deregulated markets, poorly defined bid terms and contracts, defaulting suppliers, and failure to understand the "fine print" have actually resulted in higher energy costs in many cases.

Energy load aggregation creates economies of scale by making it possible for local government agencies to pool their energy load with like agencies which can save time and resources. The local government agency will be able to realize savings by engaging the shared services of the SJPC and Concord Energy Services who have extensive experience in designing and developing the bid specifications and contracts, managing the RFB process, and providing ongoing customer service support with the awarded supplier. By deploying a higher level of expertise in the energy procurement process, the local government agency will typically enjoy more competitive rates, savings and lower transaction costs than they could achieve working independently.

♦ Conclusion

Energy load aggregation is one of the most effective means of achieving savings and mitigating risks in today's emerging energy markets. The challenge lies in finding a suitable cooperative partner and a NJBPU-licensed Energy Aggregator specialist capable of analyzing the load data, developing and administering the RFB process, and providing ongoing management and monitoring services on behalf of the cooperative. It is important to note, that pricing for participating members of an aggregate group may vary depending on individual load factors, cost of service and RFB objectives. Joining the SJPC and participating in the upcoming Electric Supply Service RFB can be a powerful cost-reduction tool for local government agencies.

For additional information, please contact Kim Coulter @ 609-760-4056 or via email at kcoulter@concord-engineering.com.

Participant	Account Location	Service Address	City	Zip Code	Utility	SA ID	Rate Class
Lower Township	Annex Bldg	2600 Bayshore Rd	Villas	08251	SIG	1610236179	GSGFT
Lower Township	Maintenance Bldg	771 Seashore Rd	Cape May	08204	SIG	4690188891	GSGFT
Lower Township	Fishing Creek	2102 Bayshore Rd	Villas	08251	SIG	9260931441	GSGFT
Lower Township	Public Safety Building	1389 Langley Rd	Cape May	08204	SIG	6690135708	GSGFT
Lower Township	Langley/Rescue	1389 Langley Rd Apt B	Cape May	08204	SIG	2900135822	GSGFT
Lower Township	Millman Center	209 Bayshore Rd	Villas	08251	SIG	6320236256	GSGFT
Lower Township	Public Works	771 B Seashore Rd	Lower Township	08204	SIG	8610177694	GSGFT
Lower Township	Recreation Center	2600 Bayshore Rd (Rec)	Villas	08251	SIG	5510236174	GSGFT
Lower Township	Rec Center	4 Clearwater Drive	Cape May	08204	SIG	4764101693	GSGNH

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

RESOLUTION #2025-245

Title: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$26,215.00 for an item of revenue in the budget of the year 2025 as follows:

Miscellaneous Revenues –	
Revenue Offset with Appropriations -	DEDR
Total with increase to be	\$ 26,215.00

SECTION 2.

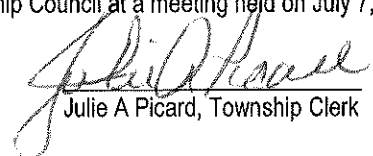
BE IT FURTHER RESOLVED that a like sum of \$26,215.00 be and the same is hereby appropriated under the caption of:

General Appropriations –	
Public & Private Programs Offset by Revenues -	DEDR
State/Federal Share	\$ 26,215.00
Non State Share	\$
Total with increase to be	\$ 26,215.00

FURTHER RESOLVED that a certified copy of this resolution with a copy of the appropriate documentation be electronically filed with the State of New Jersey, Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025


Julie A Picard, Township Clerk

LEONARD C. DESIDERIO

DIRECTOR

Administration, Clerk of the Board, Department of Law, Human Resources, Public Works, Emergency Management, Public Safety, Fire Marshall, Tourism

MELANIE COLLETTE

Medical Examiner, Library, Prosecutors, Tax Board, Superintendent of Schools, Special Services School, Technical School, Rutgers, Consumer Affairs

BOBBY BARR

Economic Development, Planning, Open Space, Health, Mosquito Control, Veteran Affairs, Sheriff, Corrections, Animal Shelter



**CAPE MAY COUNTY
BOARD OF COUNTY COMMISSIONERS**

4 Moore Road
Cape May Court House, NJ 08210-1654
(609)465-1065 Fax (609)465-6189

ANDREW BULAKOWSKI

VICE DIRECTOR

Fare Free Transportation, Facilities and Services, Park & Zoo, County Clerk, Adjusters, Board of Elections

WILL MOREY

Human Services, Aging and Disability Services, Behavioral Health Services, Surrogate, Information Technology, RSVP

Kevin Lare

Clerk/Administrator

Ronald Simone

Assistant Administrator

This **SUBCONTRACT** is between the County of Cape May hereafter referred to as the **COUNTY** and the **Township of Lower** hereafter referred to as the **SUBCONTRACTOR**.

WHEREAS, it is the policy of the Board of County Commissioners of Cape May County to maximize available resources to expand the alcohol and drug abuse service system, and

WHEREAS, through P.L. 1989, Ch. 51, the Municipal Alliance Program has been made available to each county in order to increase drug and alcohol prevention services, and

WHEREAS, the Board of County Commissioners wishes to extend an opportunity to each municipality to participate in this program, and

WHEREAS, the **Township of Lower** has submitted an application to conduct prevention activities during the **CONTRACT** period which has become the basis for this agreement in accordance with the conditions listed in the subsequent pages of this document.

Services:

Total Amount of SUBCONTRACT:	<u>\$52,430.00</u>
Total Amount of County Funds:	<u>\$26,215.00</u>
Availability of Funds:	<u>G-400- 2973A-2026-5689-003</u>
Amount of Local In-Kind Match:	<u>\$19,661.25</u>
Amount of Local Cash Match:	<u>\$6,553.75</u>

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

RESOLUTION #2025-246

Title: A RESOLUTION REQUESTING THAT THE NEW JERSEY DEPARTMENT OF TRANSPORTATION RELOCATE TWO EXISTING BUS STOPS ON BREAKWATER ROAD (CR613)

WHEREAS, the Township of Lower has been contacted by New Jersey Transit requesting approval for the installation of eight (8) new bus bus stops along Breakwater Road (CR 613) in connection with the extension of existing bus service provided along Breakwater Road, specifically NJ Transit 552 to/from the Cape May County Airport; and

WHEREAS, the Township Council of the Township of Lower has evaluated the request from NJ Transit, and the situation as a whole, and it has determined that establishing new bus stops along Breakwater Road (CR 613) is necessary to the facilitate the extension of the Breakwater Road bus service and to ensure adequate access to public transportation is maintained;

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 described locations are hereby designated as bus stops, subject to authorization from the County of Cape May;

1. In accordance with the provisions of N.J.S.A. 39:4-8(e), the Township Council of the Township of Lower hereby designates the following locations along Breakwater Road (CR 613) as bus stops:

A. Along Breakwater Road (CR 613), eastbound, on the southerly side thereof at:

- a. Fishing Creek Road – (Near side)

Beginning at the westerly curb line of Fishing Creek Road and extending 105 feet westerly therefrom (location 33432).

- b. Freedom Drive – (Near side)

Beginning at the westerly curb line of Freedom Drive and extending 105 feet westerly therefrom (location 33433).

- c. Sheridan Drive – (Near side) (Prolongation)

Beginning at the prolongation of the westerly curb line of Sheridan Drive and extending 105 feet westerly therefrom (location 33434).

- d. Briarwood Drive – (Near side)

Beginning at the westerly curb line of Briarwood Drive and extending 105 feet westerly therefrom (location 33435).

B. Along Breakwater Road (CR 613), westbound, on the northerly side thereof at:

- a. Between Briarwood Drive and Paddock Lane – (Mid-block) (Prolongation)

Beginning 126 feet west of the prolongation of the westerly curb line of Briarwood Drive and extending 135 feet westerly therefrom (location 33428).

- b. Sunset Drive – (Far side)

Beginning at the westerly curb line of Sunset Drive and extending 100 feet westerly therefrom (location 33429).

c. Between Freedom Drive and Pine Street – (Mid-block) (Prolongation)

Beginning 76 feet west of the prolongation of the westerly curb line of Freedom Drive and extending 135 feet westerly therefrom (location 33430).

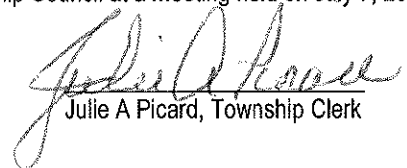
d. Fishing Creek Road – (Far side)

Beginning at the westerly curb line of Fishing Creek Road and extending 150 feet westerly therefrom (location 33431).

NOW THEREFORE, BE IT FURTHER RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor and Council of Lower Township will enforce the needed traffic regulations governing the bus stop locations and provide the necessary police security to ensure the safety of the traveling public.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
WAREHAM			<input checked="" type="checkbox"/>			
ROY			<input checked="" type="checkbox"/>			
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
SIPPEL			<input checked="" type="checkbox"/>			

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 7, 2025


Julie A Picard, Township Clerk

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

RESOLUTION #2025-247

Title: A RESOLUTION REQUESTING APPROVAL FROM THE COUNTY OF CAPE MAY TO INSTALL A BUS STOP SHELTER WITHIN THE BREAKWATER ROAD COUNTY RIGHT-OF-WAY NEAR THE INTERSECTION OF BREAKWATER AND HORNET ROADS

WHEREAS, the Township of Lower, in collaboration with the New Jersey Transit, has recently undertaken an evaluation of the location of bus stops within the Township; and

WHEREAS, the Township of Lower, in an effort to assist its citizens, seeks to install a bus shelter within the County of Cape May's right-of-way on Breakwater Road, near its approximate intersection with Hornet Road; and

WHEREAS, in light of the fact that Breakwater Road is a County public right-of-way, formal approval from the County of Cape May is required for any installations its public right-of-way.

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 hereby respectfully requests the approval and support of the Cape May County Board of Commissioners to authorize the installation of a Bus Stop Shelter on Breakwater Road at its approximate intersection with Hornet Road.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025


Julie A Picard, Township Clerk

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

RESOLUTION # 2025-248

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR THE BAYSHORE ROAD PICKLEBALL COURTS TO THINK PAVERS HARDSCAPE LLC (LT-C-065)**

WHEREAS, the Notice to Bidders for the Bayshore Road Pickleball Courts (LT-C-065) was advertised on June 4, 2025 and accepted on Friday June 27, 2025 at 10:00 a.m. prevailing time; and

WHEREAS, Five (5) sealed bids were submitted and reviewed by the Township Engineer, QPA and the Recreation Superintendent; and

WHEREAS, Think Pavers Hardscape LLC was the lowest qualified bidder complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord #25-12 C-04-55-442-661

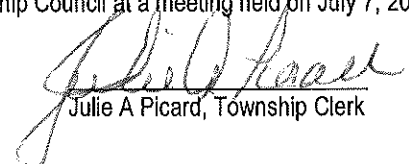
Signature: *Lauren Road*

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

AWARD TO: THINK PAVERS HARDSCAPE LLC.
TOTAL: \$518,962.00

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025


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

June 30, 2025

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ
Bayshore Road Pickleball Courts
D&A File #: LT-C-065**

Dear Ms. Picard:

We have tabulated the five (5) bids received on June 27, 2025 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be Think Pavers Hardscaping in the amount of \$518,962.00. Enclosed please find one (1) copy of the bid tabulation for your files.

In accordance with N.J.S.A. 40A:11-1 et seq., the award should be made to the lowest responsible bidder which appears to be Think Pavers Hardscaping, 125 Kings Highway, Mount Royal, NJ 08061 in the amount of \$518,962.00. The contractual award should be made contingent upon approval from the Township Purchasing Agent, Chief Financial Officer and Township Solicitor.

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 Vitell, Qualified Purchasing Agent (via email w/encl.)
Mitchell Pienn, Superintendent of Parks and Recreation (via email w/encl.)
Rob Belasco, Solicitor (via email w/encl.)
Lauren Read, CFO (via email w/encl.)
Cody Stanford (via email w/encl.)
Andrew McTague (via email w/encl.)



BID TABULATION

Project Name: Bayshore Road Pickleball Courts
DEA Project #: LT-C055
Client: Township of Lower
Bid Opening Date: 6/27/25

				Think Power Handicrafting 125 Kings Highway Mount Laurel, NJ 08051	Command Company, Inc. 1318 Anthony Avenue Essex Harbor City, NJ 08015	Lundberg Construction 82 Tuckahoe Road Denville, NJ 08017	West Bay Construction 133 Pleasant Avenue Albion, NJ 08001	Brother Esco Paving, LLC 383 Canterbury Road Farmingdale, NJ 07711		
Item	DESCRIPTION	QUANTITY & UNITS	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
1	CLEARING SITE	LUMP SUM	\$46,500.00	\$46,500.00	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00	\$60,000.00	\$71,205.00
2	SITE EXCAVATION, FILLING AND GRADING	LUMP SUM	\$24,999.64	\$24,999.64	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00	\$60,000.00	\$40,000.00
3	SOIL EROSION AND SEDIMENT CONTROL	LUMP SUM	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$73,987.00
4	CONSTRUCTION LAYOUT	LUMP SUM	\$1,800.00	\$1,800.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$7,000.00	\$5,000.00
5	12" x 12" CONCRETE VERTICAL CURB	445 L.F.	\$150.00	\$66,750.00	\$61.00	\$27,285.00	\$45.00	\$20,250.00	\$40.00	\$17,760.00
6	OTHER GRADED ADJACENT BASE COURSE, 6" THICK	893 S.Y.	\$5.00	\$4,465.00	\$17.50	\$15,627.50	\$16.00	\$14,272.00	\$15.00	\$13,350.00
7	HOT MIX ASPHALT BASE COURSE, MAX 1 1/2" INCHES, 2" THICK	125 TON	\$80.00	\$10,000.00	\$205.00	\$25,625.00	\$170.00	\$20,000.00	\$170.00	\$21,250.00
8	HOT MIX ASPHALT SURFACE COURSE, MAX 3/4" INCHES, 2" THICK	118 TON	\$90.00	\$10,620.00	\$207.00	\$24,414.00	\$170.00	\$20,000.00	\$200.00	\$24,000.00
9	PICKLEBALL COURTS FENCING & GATES, 8' HIGH	446 L.F.	\$139.00	\$61,994.00	\$90.00	\$40,140.00	\$110.00	\$49,060.00	\$150.00	\$66,900.00
10	PICKLEBALL COURTS FENCING, 4' HIGH	136 L.F.	\$76.00	\$10,336.00	\$76.00	\$10,336.00	\$84.00	\$11,424.00	\$100.00	\$13,000.00
11	PICKLEBALL COURTS NETS	LUMP SUM	\$15,750.00	\$15,750.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
12	PICKLEBALL COURTS STRIPING AND SURFACING	LUMP SUM	\$19,000.00	\$19,000.00	\$17,500.00	\$17,500.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00
13	8" x 12" CONCRETE VERTICAL CURB	21 L.F.	\$25.00	\$525.00	\$68.00	\$1,428.00	\$15.00	\$315.00	\$15.00	\$315.00
14	CONCRETE SIDEWALK, 4" THICK	185 S.Y.	\$55.00	\$10,175.00	\$455.00	\$84,025.00	\$111.00	\$20,595.00	\$200.00	\$22,000.00
15	DEFECTIVE WALKING SURFACES	2 L.F.	\$340.00	\$680.00	\$300.00	\$600.00	\$350.00	\$700.00	\$350.00	\$700.00
16	PAVING MARKING LINES, THERMOPLASTIC - 2"	24 L.F.	\$25.00	\$600.00	\$75.00	\$1,800.00	\$80.00	\$1,920.00	\$75.00	\$1,800.00
17	PAVING SHADE STRUCTURE, RUMBLE AND METAL	3 UNIT	\$15,000.00	\$45,000.00	\$50,000.00	\$150,000.00	\$17,000.00	\$51,000.00	\$20,000.00	\$60,000.00
18	PICNIC TABLE	4 UNIT	\$1,500.00	\$6,000.00	\$4,500.00	\$18,000.00	\$1,800.00	\$7,200.00	\$2,000.00	\$8,000.00
19	SAFES BENCH	8 UNIT	\$900.00	\$7,200.00	\$1,950.00	\$15,600.00	\$1,800.00	\$14,400.00	\$2,000.00	\$16,000.00
20	JITTER RECEPTACLE	4 UNIT	\$1,500.00	\$6,000.00	\$2,800.00	\$11,200.00	\$2,700.00	\$10,800.00	\$3,000.00	\$12,000.00
21	WOOD MULCHING, 4" THICK	152 S.Y.	\$5.00	\$760.00	\$56.00	\$8,512.00	\$31.00	\$4,712.00	\$55.00	\$8,280.00
22	TIMBER EDGING	150 L.F.	\$13.00	\$1,950.00	\$50.00	\$7,500.00	\$160.00	\$24,000.00	\$160.00	\$24,000.00
23	HAILEY, TYPE 2.4	2 UNIT	\$20,000.00	\$40,000.00	\$30.00	\$60.00	\$160.00	\$25,600.00	\$160.00	\$25,600.00
24	12" REINFORCED CONCRETE CURB, 2" THICK	50 L.F.	\$20.00	\$1,000.00	\$30.00	\$1,500.00	\$16.00	\$800.00	\$16.00	\$800.00
25	PICKLEBALL COURTS WINDSCREEN, 8' HIGH	446 L.F.	\$15.00	\$6,690.00	\$11.00	\$4,906.00	\$14.48	\$6,465.28	\$12.00	\$5,328.00
26	PICKLEBALL COURTS PAVING	106 L.F.	\$10.00	\$1,060.00	\$12.00	\$1,272.00	\$10.00	\$1,060.00	\$12.00	\$1,272.00
27	SIGN	1 UNIT	\$180.00	\$180.00	\$350.00	\$350.00	\$225.00	\$225.00	\$225.00	\$225.00
28	100% MULCHING, 3" OR LESS	22 S.Y.	\$20.00	\$440.00	\$19.00	\$418.00	\$22.00	\$484.00	\$22.00	\$484.00
29	TOPSOIL & SEED, 5" THICK	565 S.Y.	\$10.00	\$5,650.00	\$15.00	\$8,475.00	\$12.00	\$6,780.00	\$15.00	\$8,475.00
30	CONCRETE STAIRS	LUMP SUM	\$25,000.00	\$25,000.00	\$5,500.00	\$5,500.00	\$13,700.00	\$13,700.00	\$10,000.00	\$10,000.00
31	ADVANCEANCE UNIFORMS	20000	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
32	STREETLIGHTING	LUMP SUM	\$45,000.00	\$45,000.00	\$49,700.00	\$49,700.00	\$47,000.00	\$47,000.00	\$50,000.00	\$50,000.00
TOTAL AMOUNT BID BASED ON ESTIMATED QUANTITIES FOR BID ITEMS 1 - 32				\$319,962.00	\$380,444.00	\$397,022.28	\$383,467.00	\$379,229.00		

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

RESOLUTION #2025-249

Title: APPROVING CHANGE ORDER #3 WITH DeBLASIO & ASSOCIATES FOR PRELIMINARY ASSESSMENT REPORT FOR JAKE'S LAW PLAYGROUND FOR PHASE II OF THE ROTARY COMMUNITY PARK RENOVATION (LT-C-028)

WHEREAS, DeBlasio & Associates were awarded a professional service contract on June 5, 2023 by Resolution #2023-199 for the Design and Permitting for Phase 1 and Phase 2 of the Rotary Community Park Renovations (LT-C-028) in the amount of \$65,000.00; Change Order #1 was awarded on September 6, 2023 by Resolution #2023-303 for \$39,000.00; Change Order #2 was awarded on August 5, 2024 by Resolution 2024-261 for \$6,000.00; and

WHEREAS, DeBlasio & Associates have provided a proposal to prepare a Preliminary Assessment Report and Grant Coordination as part of the Green Acres requirement for Jake's Law Playground for Phase II of Rotary Park for an additional \$6,500.00; and

WHEREAS, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: 5-01-20-165-299

Signature: *Lauren Read*
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #3 attached hereto in the amount of \$6,500.00 is hereby approved and increasing the contract total to \$116,500.00.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025

Julie A. Picard
Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

July 1, 2025

VIA EMAIL

Mr. Michael Laffey, Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
Rotary Park Phase 2 - Preliminary Assessment Report
Jake's Law Playground at Rotary Park
D&A File #: LT-C-028**

Dear Mr. Laffey:

Per your request, we are pleased to submit our proposal for the preparation of a Preliminary Assessment Report and grant coordination as part of the Green Acres requirement for the Jake's Law Playground at Rotary Park. The Preliminary Assessment Report will be prepared in accordance with the Technical Requirements for Site Remediation (N.J.A.C.7:26E) as well as NJDEP's March 2018 Preliminary Assessment Technical Guidance.

To complete the above reference scope of work, our professional service fee is listed below:

Preparation of Preliminary Assessment Report: \$6,500.00

We will need a copy of the Township's Green Acres submittal package to assist in the preparation of this report.

Upon your authorization, we are prepared to begin work immediately in the preparation of the Preliminary Assessment Report. Should you have any questions or require additional information, please do not hesitate to contact me at our office.

Very truly yours,
DeBlasio & Associates



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

President

T: 609-854-3311

Marc@deblasioassoc.com

Cc : Mayor Frank Sippel (via email)
Mitchell Plenn, Superintendent of Parks and Recreation (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Colleen Crippen, Grants Coordinator (via email)
Finance (via email)

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

RESOLUTION #2025-250

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY IN CONNECTION WITH THE RECEIPT OF CAPE MAY COUNTY OPEN SPACE FUNDS FOR THE IMPROVEMENT OF DAVID DOUGLASS, SR. MEMORIAL PARK

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township of Lower (the "Township") operates and maintains the David Douglass, Sr. Memorial Park located adjacent to the Delaware Bay and the Cape May-Lewes Ferry Terminal; and

WHEREAS, the Township is currently in the process of obtaining necessary permits from the New Jersey Department of Environmental Protection and other outside agencies in order to renovate and improve David Douglass, Sr. Memorial Park; and

WHEREAS, on January 9, 2025, the Township of Lower submitted an application to the Cape May County Open Space Review Board requesting open space funds to facilitate the renovation and improvement of David Douglass, Sr. Memorial Park; and

WHEREAS, on January 21, 2025, the Cape May County Open Space Review Board thoroughly reviewed, deliberated, and voted to make a recommendation to the Board of County Commissioners to fund the David Douglass, Sr. Memorial Park improvement project, in an amount not to exceed \$2,139,567.00; and

WHEREAS, on May 13, 2025, the Cape May County Board of Commissioners held a public hearing at which it reviewed the recommendation of the Open Space Review Board, and heard public comment, and the Cape May County Board of Commissioners voted to enter into a Shared Services Agreement with the Township to support the implementation of the project; and

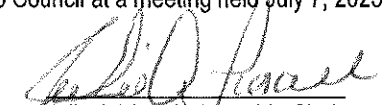
WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Parties now deem it necessary and proper to renew and memorialize the terms, as set forth below, to outline their respective rights and responsibilities for the benefit of both entities, for the benefit of local and county taxpayers, and to promote public health, safety and welfare generally; and

WHEREAS, the Township Council of the Township of Lower finds that this Shared Service Agreement is in the best interests of the citizens of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached shared services agreement between the County of Cape May and the Township of Lower be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said agreement.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY			<input checked="" type="checkbox"/>				
COOMBS		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

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 7, 2025.


Julie A. Picard, Township Clerk

SHARED SERVICES AGREEMENT

BY AND BETWEEN THE

COUNTY OF CAPE MAY

AND

THE TOWNSHIP OF LOWER

JULY 8, 2025–JULY 7, 2027

CAPE MAY COUNTY OPEN SPACE AND FARMLAND PRESERVATION PROGRAM

THIS SHARED SERVICES AGREEMENT is made and dated as of the 8th day of July, 2025 between the COUNTY OF CAPE MAY (hereinafter "County") and the TOWNSHIP OF LOWER (hereinafter "Township"), both public bodies corporate and politic of the State of New Jersey.

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of the County and residents therein, as well as the municipalities and residents of the individual municipalities located within the County, for the County to provide funds to such municipalities for the acquisition of lands for open space and the development of public park and recreation facilities or improvements; and

WHEREAS, the County desires, pursuant to the provisions of statutes providing for joint action with regard to capital projects and improvements which are deemed to benefit the County and the municipalities and their residents (including without limitation N.J.S.A. 40:12-16, et seq., N.J.S.A. 40:12-9 and N.J.S.A. 40A:65-1, et seq.), to provide funding for such projects and improvements, and

WHEREAS, in 1989, pursuant to P.L. 1989, Chapter 30, the County of Cape May Board of Chosen Freeholders established an Open Space and Farmland Preservation Trust Fund; and

WHEREAS, on December 27, 2012, in accordance with N.J.S.A. 40:12-15.3, the Board of Chosen Freeholders adopted new Program Guidelines for the Open Space Program that amended the County's parameters for Open Space projects to include eligibility for park and recreation development as well as historic preservation projects; and

WHEREAS, the Township has submitted an application under the County's 2024 Open Space Program with an initial request for funding in the amount of \$2,139,567.00 (hereinafter "Submitted Proposal"), which Submitted Proposal is included as part of Schedule A; and

WHEREAS, on January 21, 2025, the Open Space Review Board thoroughly reviewed, deliberated and voted to make a recommendation to the Board of County Commissioners to fund this project as follows: David Douglass Sr. Memorial Park (hereinafter the "Property"), in an amount not to exceed \$2,139,567.00 (hereinafter the "Defined Project"); and

WHEREAS, a public hearing on the Defined Project was held on May 13, 2025 at the Cape May County Administration Building, 4 Moore Road, Cape May Court House, New Jersey 08210; and

WHEREAS, on the basis of the information provided by the Township, the recommendation of the Open Space Review Board, and any input received at the public hearing, the Board of County Commissioners (formerly, Board of Chosen Freeholders) desires to enter into this Shared Services Agreement with the Township to support the implementation of the Defined Project; and

WHEREAS, the County and the Township desire to enter into this Agreement in order for the County to provide funding to the Township for the aforementioned Defined Project;

NOW, THEREFORE, in consideration of the promises, agreements and covenants hereinafter set forth and mutually agreed to, the County and the Township, each for itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I PROVISION OF SERVICES

SECTION 101. County Funding The County agrees to provide reimbursement funds to the Township to undertake the Defined Project. Such funds shall be provided by the County to the Township, without an obligation for repayment so long as the Township completes the Defined Project within the time frame outlined in Section 102 below.

SECTION 102. Agreement Term: Terms and Conditions. The term of the Agreement shall commence on July 8, 2025 and shall terminate on July 7, 2027 (the "Initial Term"), which shall be the date when the Defined Project must be completed as referred to in Section 101 above. If the Township wishes to request an extension of the Initial Term, of up to one (1) year, it shall make such request in writing at least sixty (60) days prior to such date to the Open Space Review Board for consideration and, if warranted a request to the Cape May County Board of County Commissioners. One (1) additional one (1) year extension will be considered if the Township can demonstrate substantial progress toward completion of the Defined Project. The Open Space Review Board shall notify, in writing, the Township of the Open Space Review Board's decision to extend the completion of the Defined Project no later than thirty (30) calendar days prior to the expiration date of the Initial Term. The Open Space Review Board agrees that it will not unreasonably withhold its consent for an extension so long as the Township can demonstrate substantial progress toward completion of the Defined Project. The Township acknowledges, however, that the decision of whether to extend the required completion date is a matter left to the sole discretion of the Open Space Review Board.

SECTION 103. Township Obligation. In consideration for the County providing the funding to reimburse the Township, the Township agrees to undertake the Defined Project and to complete it by the end of the Term of this Agreement as described in Section 102 above.

SECTION 104. Conditions Precedent. The following items shall be conditions precedent to the performance by the County and the Township of the respective obligations under this Agreement:

(a) The Approving Capital or Bond Ordinance or other budget provisions setting forth the authorization to proceed with the Defined Project of the Township shall have been adopted and shall be in full force and effect. A fully executed copy must be provided to the County within thirty (30) days of adoption.

(b) Application for and receipt of any necessary permits from any and all agencies.

(c) Delivery of opinions of counsel to the County and the Township that this Agreement has been duly authorized and executed, and upon due execution by the other party will be a valid, binding and enforceable obligation of the County or the Township, as the case may be, except as the enforceability thereof may be subject to general principles of equity and laws affecting the enforcement of creditor's rights generally.

SECTION 105. Authorized County and Township Representatives.

(a) The authorized County Representative for all purposes of the Agreement shall be the Commissioner Director or such other representative who shall, from time to time, be designated by the Commissioner Director.

(b) The authorized Township Representatives for all purposes of the Agreement shall be the Mayor or such other representative who shall, from time to time, be designated by the Mayor.

**ARTICLE II
REPRESENTATIONS AND WARRANTIES**

SECTION 201. Representations and Warranties of the County. The County represents and warrants to the Township as follows:

(a) General. The County is a public body corporate and politic of the State of New Jersey and has the power and authority to provide the Services to the Township and to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder.

(b) No Conflict. The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the County, (ii) to the best knowledge of an Authorized County Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized County Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. Except as otherwise disclosed to the Township, to the best knowledge of an Authorized County Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the County to enter into this Agreement.

(d) Obligations of the County. When executed and delivered by the County, this Agreement will be a legal, valid and binding obligation of the County enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

SECTION 202. Representations and Warranties by the Township. The Township makes the following representations and warranties to the County:

(a) General. The Township (i) is a public body corporate and politic of the State of New Jersey, (ii) has full corporate power and authority to execute and deliver this Agreement and all documents necessary to give effect to this Agreement and to perform its obligations hereunder, and (iii) by proper Township action has duly authorized the execution and delivery of this Agreement.

(b) No Conflict. The execution, delivery and performance of this Agreement (i) has been duly authorized by all requisite action of the Township, (ii) to the best knowledge of an Authorized Township Representative, following diligent inquiry, will not violate or conflict with any provision of law, rule or regulation, any order of any court or other agency of government and (iii) to the best knowledge of an Authorized Township Representative, will not violate or result in a default under any provision of any indenture, agreement or other instrument.

(c) Litigation. Except as otherwise disclosed to the Township, to the best knowledge of an Authorized Township Representative, there is no action, suit or proceeding at law or in equity or by or before any Governmental Authority or other agency now pending or, threatened against or affecting the ability of the Township to enter into this Agreement or perform the services hereunder.

(d) Obligations of the Agency. When executed and delivered by the Township, this Agreement will be a legal, valid and binding obligation of the Township, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally.

ARTICLE III

OPEN SPACE AND FARMLAND PRESERVATION PROGRAM REQUIREMENTS

SECTION 301. The County will reimburse the Township in an amount not to exceed \$2,139,576.00 to support the Defined Project identified in Section 302. This amount is the maximum total amount of funding by the County to the Township.

SECTION 302. The Township will utilize funding from the County in the amount of \$2,139,576.00 to support the Defined Project. The Defined Project is specifically identified and described in the Township's application, presentation and recommendation by the County Open Space Review Board, the contents of which are attached hereto as Schedule A and incorporated into this Section 302 as if set forth at length. The following additional requirements are conditions of the County's approval of the Defined Project:

1. The County's funding of the Defined Project is based in part on the proposed scheduling scenario detailed by the Township in its presentation to the Open Space Review Board. Any changes to the proposed schedule presented at the January 21, 2025 meeting must be reviewed by the Board prior to implementation.

2. Upon completion of the project, the Township is required to install a permanent marker or plaque recognizing the collaborative partnership between the Township and the County and acknowledging funding through the Cape May County Open Space & Farmland Preservation Trust Fund. The signage will be in a manner and template form approved and provided by the County and the Cape May County Open Space Review Board.
3. The County is desirous of ensuring for the long-term viability of investment of Open Space Trust Fund dollars. A detailed maintenance schedule and budget is required and will be expected to be adhered to both on a short-term and long-term basis, to ensure that the improved sites are properly maintained and kept in a perpetual state of "neat, clean, and orderly." County staff may, from time to time, conduct site inspections to ensure adherence to this policy. These inspections are not meant to take the place of or to supplement municipal inspections, but rather are for the purpose of informing the County Open Space Program of the level of commitment by the municipality to protect the project which has emerged as a partnership between the two entities.
4. The Township agrees to maintain the Project as set forth in Schedule A.
5. This project was funded through the Open Space Trust Fund, which is supported by the taxpayers of the County of Cape May. Accordingly, proper recognition to the Open Space Program should be provided in any media publication or event related to the project, with invitations and participation, including short remarks by one County Commissioner or representative to events being extended to both the Open Space Board and the Board of County Commissioners.
6. Notice should also be made on the Township's web page of the contribution of Open Space funds to facilitate the construction/renovation of the available recreational facility.

The County's funding shall not be utilized for any other purpose. In the event said funding is not utilized for the Defined Project, the County shall declare the Township in default of this Agreement and require the immediate repayment of \$2,139,567.00 to the County as described in Section 308 herein.

SECTION 303. The Township is responsible for the design, preparation, permitting, construction and completion of the Defined Project. The Township will prepare detailed site plans, with engineer's estimates, for approval by the Open Space Review Board and/or the Board of County Commissioners prior to the commencement of the Defined Project, and will be wholly responsible for the implementation of the Defined Project in accordance with the same. Said Defined Project is or shall be accessible to all individuals as required by the Americans with Disabilities and Amendments Act. The Township further agrees to assume or continue the obligations and prerogatives which otherwise apply to it as the owner of the property and of the Defined Project such as the long-term care, maintenance and operation of the Defined Project which shall include all applicable insurance thereon.

SECTION 304. The County will reimburse the Township the actual amount of expenditures made by the Township for implementation of the Defined Project in an amount described in Section 301 above. Upon completion of the Defined Project, the County will schedule

a formal inspection of the Defined Project, and will review the Defined Project for consistency with the site plan and engineer's estimates referenced in Section 303 above. The Township will provide a certification to the total expenditures and provide proof of all expenditures for the Defined Project to the Chief Financial Officer of the County of Cape May within thirty (30) days of final completion of the Defined Project. Proof of all expenditures shall be in the form of vouchers or purchase orders, vendor invoices, and copies of cancelled checks (both sides). The failure to provide said documentation will result in a default of this agreement, and will result in non-payment by the County.

SECTION 305. To the fullest extent permitted by law, the Township shall defend, indemnify and hold harmless the County and its elected officials, officers, agents, servants and employees from and against any and all claims, damages, losses, costs and expenses, including, but not limited to attorney's fees, legal costs and legal expenses arising out of, relating to, or resulting from, directly or indirectly, the performance of any and all work funded under this Agreement, provided that such claim, damage, loss, cost or expense is caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Township, anyone directly or indirectly employed or retained by the Township, or for anyone who acts on behalf of the Township, regardless of whether caused in part by the negligent act or omission of the County, provided it is not caused by the sole negligence of the County.

The Township assumes the risk of all damage, loss, cost and expense arising out of or relating to the Defined Project.

In addition to the Township naming County of Cape May as an Additional Insured on a Primary Non-Contributory basis with a waiver of subrogation in favor of the County on its public liability insurance policies. Additionally, the Township shall require, in all agreements for professional and non-professional contract services necessary for the performance and completion of work funded under this Agreement, that Township and County of Cape May are named, on the service provider's public liability insurance policies, as Additional Insured on a Primary Non-Contributory basis with a waiver of subrogation. A certificate of insurance evidencing said coverage and the additional insured designation shall be provided to the County on an annual basis and must be in effect for the duration of the Shared Services Agreement and made available before grant monies are disbursed.

SECTION 306. The Township waives all rights to make a claim (or crossclaim) or file a suit against the County for, and relieves the County from all liability or responsibility of any kind arising from such damages, loss, cost or expense arising out of or related to the Defined Project.

SECTION 307. **Default.** Failure on the part of the Township to comply with either the implementation of the Defined Project, in any aspect, as described in its application or any provision of this Agreement, or the satisfactory maintenance of the improvements, as required herein constitutes "default". Upon "default", as determined solely by the County, the County may, at its option, either:

(a) Declare this Agreement to be terminated, and require the Township to repay the funds identified herein to the County within ten (10) days; or

(b) Permit the Township to “cure” any default within thirty (30) days. Thereafter, the County may, at its option, grant any other additional time needed to cure any default as necessary. If said default continues longer than any time frame agreed upon by the County, the Township shall repay the funds identified herein to the County within ten (10) days.

SECTION 308. County Indemnification. The County agrees to indemnify the Township and hold it harmless from and against any claims, damages, losses or liabilities that the Township may incur as a result or arising out of the sole negligence on the part of the County. The County does not waive any applicable N.J.S.A. 59-1, et seq. immunities.

ARTICLE IV MISCELLANEOUS

SECTION 401. Governing Law This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement may bring the legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

SECTION 402. Consents. Any consents required by the County or the Township under this Agreement (other than those delegated to the applicable Authorized County Representative or Authorized Township Representative) shall be adopted by a resolution of the respective governing bodies.

SECTION 403. Amendments. Any amendment or modification of this Agreement will only be effective upon the execution of a written instrument authorized by the members of the Township in the case of the Township and the Commissioner Director and the Board of County Commissioners in the case of the County.

SECTION 404. Assignment. No party may assign or attempt to assign its respective obligations under this Agreement. Any purported assignment of rights in violation of this provision is void. In addition to voiding the purported assignment, the County shall declare the assignor in default of this Agreement and require the re-payment of all project funds within seven (7) days.

SECTION 405. Severability. If one or more of the provisions of this Agreement are determined to be contrary to law, then such provision or provisions shall be deemed severable from the remaining provisions and shall not affect the validity of the other provisions of this Agreement.

SECTION 406. Term. The duties and obligations under Sections 305, 306 and 307 shall remain in effect for as long as the applicable statute of limitations remain in effect and the

duty to defend shall extend beyond the statute of limitations to the extent any claim is made against the County at any time in the future as it relates to the Defined Project.

SECTION 407. **Notices.** All notices required under the terms of this Agreement shall be given by hand delivering such notices or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties. Notices to the County shall be sent to the Clerk, Board of County Commissioners and the County Treasurer. Notices to the Township shall be sent to the Mayor and the Clerk of the Township.

SECTION 408. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties.

[signatures on next page]

IN WITNESS WHEREOF, the County and the Township have caused their respective seals to be hereunto affixed and attested and this Agreement to be signed by their respective, duly authorized officers and to be dated as of the day and year first written above.

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare
Administrator/Clerk of the Board
[SEAL]

BY:

Leonard C. Desiderio
Commissioner Director

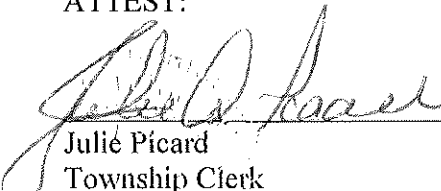
Date: _____

APPROVED AS TO FORM:

Jeffrey R. Lindsay, Esquire
County Counsel

ATTEST:

TOWNSHIP OF LOWER



Julie Picard
Township Clerk
[SEAL]

BY:



Frank Sippel
Mayor

Date: July 7, 2025

APPROVED AS TO FORM:

Township Solicitor