

Signed Resolutions – March 21, 2022

- Res. #2022-112 Authorization for the Payment of Vouchers \$240,979.40
- Res. #2022-113 Authorization for Refund of Taxes
- Res. #2022-114 A Resolution Approving the Acceptance of and Participation in the State of New Jersey, Department of Law and Public Safety Emergency Management Performance Grant (EMPG) and Emergency Management Agency Assistance (EMAA) Subaward #FY21-EMPG-EMAA-0505
- Res. #2022-115 Authorization for the Payout of Accumulated Compensatory Time (J.Felsing \$5,843.73)
- Res. #2022-116 A Resolution Authorizing the Annual Escape the Cape Triathlon Scheduled for June 12, 2022
- Res. #2022-117 Approval of Contribution to the Coast Guard Community Foundation (\$1,000)
- Res. #2022-118 A Resolution Supporting a Grant Application to the Cape May County Division of Open Space and Farmland Preservation Trust for the Naval Air Station Wildwood Aviation Museum
- Res. #2022-119 Renewal of 2022 Campground Licenses
- Res. #2022-120 Resolution Supporting the Annual (2021) Greater Cape May Elks/Tom Beheler Youth Basketball Tournament
- Res. #2022-121 Approval of Donations from the Proceeds of the 2021 Annual Coombs/Douglass Run
- Res. #2022-122 Issuance of 2022 Limousine and Operator Licenses
- Res. #2022-123 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the Year 2022
- Res. #2022-124 Resolution Accepting the Donation of a 2020 Pace American 2 Axel Enclosed Trailer to the Township of Lower Police Department for Use by the Department, Community Policing Department and for Use in the Police Unity Tour
- Res. #2022-125 Bid Rejection for the Millman Center Sidewalk Improvement Project
- Res. #2022-126 Authorization for South Jersey Power Cooperative Electric Bid
- Res. #2022-127 Approval for Run the Vineyards – Willow Creek 8K Run

RESOLUTION #2022-112

Lower Township
Bill List By Vendor Id

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P.O. Type: All		Include Project Line Items: Yes		Open: N	Paid: N	Void: N
Range: First to Last				Rcvd: Y	Held: Y	Aprv: N
Format: Condensed				Bid: Y	State: Y	Other: Y Exempt: Y
Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
00110	ANCO HOME CENTER*					
22-00086	01/11/22 SUPPLIES	Open	2.55	0.00		
22-00105	01/11/22 RDS/SIGNS/BLDG/FEB	Open	<u>103.73</u>	0.00		
			106.28			
00153	ATLANTIC CITY ELECTRIC*					
22-00638	03/10/22 STREET LIGHTS 2/1-2/28/22	Open	32,832.24	0.00		
00194	ADVANCED VIDEO & SOUND LLC*					
21-02278	09/15/21 INSTALLATION OF SECURITY CAMER	Open	6,290.00	0.00		
21-03257	12/30/21 4G/5G MODEM/ROUTER PARK CAMERA	Open	<u>2,735.00</u>	0.00		
			9,025.00			
00301	BELMONT AND CRYSTAL SPRINGS*					
22-00637	03/10/22 TOWNHALL WATER 2/14-2/28/22	Open	102.21	0.00		
22-00639	03/10/22 WATER DPS 03/01/22	Open	222.17	0.00		
22-00642	03/10/22 MONTHLY-MARCH	Open	<u>35.33</u>	0.00		
			359.71			
00323	JOHN BEERS					
22-00645	03/11/22 CONTRACTUAL REIMBURSEMENT M	Open	737.14	0.00		
00373	DONNA BLACKLEY					
22-00624	03/08/22 Reimbusment DB TSI shipping	Open	24.25	0.00		
00432	MICHAEL BROGAN					
22-00656	03/15/22 CONTRACTUAL REIMBURSEMENT M	Open	311.36	0.00		
00611	COUNTY OF CAPE MAY (FUEL)					
22-00591	03/03/22 GASOLINE/NO LEAD 1/1-1/31/22	Open	24,168.62	0.00		
00784	CAPE MAY STAR & WAVE					
22-00592	03/03/22 legal ads - 2/16 & 2/23	Open	58.00	0.00		
22-00644	03/10/22 Legal ads - 3/2/2022	Open	21.50	0.00		
22-00677	03/15/22 Legal Notice - 3/3/22	Open	<u>76.50</u>	0.00		
			156.00			
00825	COMCAST*					
22-00631	03/10/22 FS Comcast March 2022	Open	121.26	0.00		
22-00640	03/10/22 INTERNET (2954) 3/1-3/31/22	Open	<u>232.95</u>	0.00		
			354.21			
01170	VERIZON WIRELESS* F/S					
22-00620	03/08/22 FS Verizon	Open	167.41	0.00		
01171	VERIZON WIRELESS - TOWNHALL					
22-00606	03/04/22 CELL PHONE 1/24-2/23/22	Open	295.88	0.00		

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Bill List By Vendor Id

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
01171	VERIZON WIRELESS - TOWNHALL	Continued				
22-00655	03/14/22 IPHONE BILL 1/29-2/28/21	Open	961.55	0.00		
			1,257.43			
01208	DRAIN DOCTOR*					
22-00113	01/11/22 EMERGENCY CALL- SEWER BACK-UP	Open	465.00	0.00		
01269	DISCOUNT HYDRAULICS*					
22-00197	01/19/22 SUPPLIES FOR TRUCKS	Open	1,001.90	0.00		
01389	EDDIE'S AUTO BODY*					
22-00613	03/07/22 REPLACED WINDSHIELD	Open	1,760.00	0.00		
01450	ERMA DELI*					
22-00535	02/24/22 CLEAN SHORES PROGRAM	Open	654.00	0.00		B
01590	FORD, SCOTT & ASSOCIATES*					
22-00070	01/10/22 RES2022-08 AUDITOR DNE\$40K	Open	18,000.00	0.00		B
01653	GENTILINI FORD*					
22-00632	03/10/22 PARTS FOR VEHICLES/DPW	Open	1,429.03	0.00		
01661	GENERAL SALES ADMINISTRATION*					
21-01661	07/07/21 OUTFITTING NEW POLICE VEHICLES	Open	13,892.74	0.00		
01690	GRANTURK EQUIPMENT CO*					
22-00110	01/11/22 PARTS FOR RECYCLING/JAN	Open	3,878.86	0.00		
01806	ANTHONY J HARVATT, II, ESQ					
22-00536	02/24/22 ZONING BOARD SOLICITOR	Open	625.00	0.00		
22-00539	02/24/22 ZONING BOARD SOLICITOR	Open	150.00	0.00		
			775.00			
01807	MARLIN HEDUM					
22-00646	03/11/22 CONTRACTUAL REIMBURSEMENT M	Open	69.63	0.00		
02223	LANDSMAN UNIFORMS*					
21-02929	11/22/21 UNIFORMS	Open	2,808.65	0.00		
02248	LAWMEN SUPPLY*					
22-00434	02/10/22 BP VEST PANNELS & NAME TAGS	Open	166.00	0.00		
02349	ROBERT LUBBERMAN					
22-00601	03/04/22 BASKETBALL OFFICIAL	Open	80.00	0.00		
02627	MATTHEW MCGAFFNEY					
22-00596	03/04/22 BASKETBALL OFFICIAL	Open	480.00	0.00		
03008	NJ DEPT OF TREASURY/FEES					
22-00611	03/07/22 CLASS B MONITORI 10/1-12/31/21	Open	2,282.50	0.00		
03280	PARAMOUNT SANITARY SUPPLY*					
22-00583	03/03/22 TRASH BAGS THROUGH-OUT TWP	Open	494.96	0.00		

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Bill List By Vendor Id

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
03280	PARAMOUNT SANITARY SUPPLY*	Continued				
22-00630	03/10/22 JR JUMBO 9" TOILET TISSUE	Open	<u>197.80</u>	0.00		
			692.76			
03305	PEDRONI FUEL*					
22-00623	03/08/22 NO LEAD GAS/DPW 2/25/22	Open	1,019.87	0.00		
03495	ELIZABETH BYRNE					
22-00580	03/03/22 CONTRACTUAL REIMBURSEMENT M	Open	437.46	0.00		B
03518	RIGGINS, INC.*					
22-00622	03/08/22 OFF HIGHWAY FUEL/DPW 2/18/22	Open	764.78	0.00		
03764	TCTANJ					
22-00509	02/22/22 Webinar 4/8/22 Kathy/Maria	Open	100.00	0.00		
03766	JOAN TAYLOR					
22-00628	03/09/22 CONTRACTUAL REIMBURSEMENT M	Open	400.00	0.00		
03844	GIACOMO TROMBETTA					
22-00647	03/14/22 CONTRACTUAL REIMBURSEMENT M	Open	72.00	0.00		
03971	VERIZON WIRELESS MDT POLICE					
22-00608	03/04/22 VERIZON WIRELESS JAN 21-FEB 20	Open	863.90	0.00		
04085	CHRISTOPHER WINTER (EMPLOYEE)					
22-00616	03/08/22 CONTRACTUAL REIMBURSEMENT M	Open	25.00	0.00		
04123	TAMMY DECKER					
22-00600	03/04/22 REIMBURSEMENT- LACROSSE	Open	15.00	0.00		
04266	NJ DEPT OF HEALTH&SENIOR SVCS					
22-00678	03/15/22 February, 2022 Dog Lic	Open	307.80	0.00		
05087	NATIONAL ENTERTAINMENT					
22-00603	03/04/22 EASTER EGGS FOR EGG HUNT	Open	780.00	0.00		
7098	SHORE VETERINARIAN ANIMAL *					
22-00607	03/04/22 ANIMAL CONTROL FEBRUARY	Open	275.00	0.00		
7333	JOSEPH WAREHAM					
22-00594	03/04/22 BASKETBALL OFFICIAL	Open	275.00	0.00		
7359	ANTHONY MICCICHE					
22-00610	03/04/22 CONTRACTUAL REIMBURSEMENT V	Open	352.09	0.00		
7457	SERVPRO OF CAPE MAY COUNTY*					
22-00054	01/07/22 SERVE-PRO CLEANUP	Open	350.00	0.00		B
7475	SUZANNE M SCHEID					
22-00609	03/04/22 CONTRACTUAL REIMBURSEMENT M	Open	62.22	0.00		

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Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7478	WINDSTREAM COMMUNICATION INC*	22-00641	03/10/22	2/27 & 3/8/22 INV PHONE	Open	3,198.19	0.00		
7482	MUNICIPAL MAINTENANCE CO *	22-00504	02/17/22	EVAL FREEMAN DOUGLASS SEPTIC	Open	1,866.60	0.00		
7507	STEFANKIEWICZ & BELASCO LLC*	22-00061	01/10/22	RES 2022-01 DNE \$150k EXPENSES	Open	7,886.20	0.00		B
7636	MOTT MACDONALD LLC*	22-00555	03/02/22	ZONING BOARD ENGINEER	Open	902.25	0.00		
7719	ROBERT WILLMAN	22-00634	03/10/22	WRESTLING OFFICIAL	Open	100.00	0.00		
7749	WILLIAM KOCIS	21-01444	06/11/21	EQUIPMENT ALLOWANCE 2021	Open	150.00	0.00		
		22-00612	03/07/22	EQUIPMENT ALLOWANCE 2022	Open	150.00	0.00		
						300.00			
7820	DEBLASIO & ASSOCIATES, P.C*	20-01870	08/10/20	WILS DR,1ST,2ND,3RD RES 20-212	Open	8,577.50	0.00		B
		21-01413	06/11/21	CLEM MULLIGAN RENOVATIONS	Open	1,841.77	0.00		
		21-01733	07/09/21	ROCHESTER AVE SURVEY/STAKEOUT	Open	515.00	0.00		B
		21-02257	09/10/21	#21-285 DESIGN ATLANTIC-HOWLAD	Open	35,927.50	0.00		B
		21-02889	11/17/21	ENGI SERVICES/MILLMAN 2021-353	Open	970.00	0.00		
		21-02904	11/17/21	ENGINEERING FIRE LANE 2021-351	Open	5,430.00	0.00		B
						53,261.77			
7902	BLUE360 MEDIA LLC *	22-00193	01/18/22	2022 HANDBOOKS	Open	245.31	0.00		B
7929	AMAZON CAPITAL SERVICES, INC*	22-00582	03/03/22	DOGIPOT LITTER BAGS & LINERS	Open	225.80	0.00		
		22-00585	03/03/22	ENGINE TIMING TOOL KIT	Open	64.99	0.00		
		22-00605	03/04/22	TOWNHALL SUPPLIES 3/3/22	Open	97.95	0.00		
		22-00619	03/08/22	FB HP ink	Open	358.64	0.00		
		22-00621	03/08/22	RUBBERMAID SEAT REFILLS	Open	146.72	0.00		
						894.10			
8131	DOCUVAULT SECURE SHREDDING LC*	22-00410	02/10/22	SHREDDING BLANKET 2022	Open	116.00	0.00		B
8175	INTEGRITY INTERPRETING LLC *	22-00545	02/28/22	COURT ON DEMAND INTERPRETING	Open	27.50	0.00		
8212	MICHAEL CALAFATI ARCHITECT LLC	19-01424	05/15/19	RES 19-163 NATHANIEL HOUSE	Open	2,000.00	0.00		
		20-00610	03/04/20	FOSTER HOUSE C/O 1 RES 20-101	Open	1,000.00	0.00		
						3,000.00			
8222	SUSAN CLINE	22-00602	03/04/22	BASKETBALL OFFICIAL	Open	80.00	0.00		

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Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
8448	STAR GENERAL CONTRACTING *					
22-00368	02/07/22 DOUGLASS PARK/CANAL PARK	Open	220.00	0.00		B
22-00581	03/03/22 DPW YARD BATHROOM RENTAL	Open	<u>1,447.00</u>	0.00		
			1,667.00			
8458	JERSEY SHORE YOUTH LACROSSE *					
22-00627	03/08/22 LEAGUE FEES FOR LACROSSE	Open	327.00	0.00		
8524	FRED M SCHIAVONE CONSTRUCTION*					
21-01854	07/23/21 CLEM MULLIGAN RENOVATIONS	Open	28,545.44	0.00		B
8537	ASBURY PARK PRESS					
22-00513	02/22/22 2022 E-SUBSCRIPTION	Open	9.99	0.00		PC1
8672	LOGMEIN INC.					
22-00130	01/11/22 2022 GO TO MEETING	Open	19.00	0.00		PC1
8721	BLANEY, DONOHUE, & WEINBERG PC					
22-00063	01/10/22 RES 2022-02 LABOR DNE \$40K	Open	1,334.00	0.00		B
8722	LAW OFFICE OF KARAVAN &					
22-00064	01/10/22 RES 2022-03 TAX APPEAL DNE\$10K	Open	293.75	0.00		B
22-00419	02/10/22 MORREL & HANSEN TAX APPEAL	Open	<u>244.86</u>	0.00		B
			538.61			
8760	MARZILLI CONSTRUCTION INC					
22-00574	03/03/22 RELEASE OF DUNE BOND	Open	1,250.00	0.00		
8761	DEUCE GREANEY					
22-00575	03/03/22 REIMBURSEMENT	Open	45.00	0.00		
8762	MAURICE DI FELICE					
22-00587	03/03/22 RETURN OF UNUSED ESCROW	Open	157.10	0.00		
8763	AL GENZ					
22-00604	03/04/22 BASKETBALL OFFICIAL	Open	15.00	0.00		
8764	WILLIAM PACE & JANA CURTIS					
22-00615	03/07/22 B-123 L-14 PACE/CURTIS	Open	792.75	0.00		
8766	PETER ADAMS					
22-00635	03/10/22 WRESTLING OFFICIAL	Open	100.00	0.00		
BASILE	FRANK BASILE					
22-00597	03/04/22 BASKETBALL OFFICIAL	Open	120.00	0.00		
BOSNA	KAREN MANETTE BOSNA					
22-00586	03/03/22 YOGA- MONTH OF FEBRUARY	Open	240.00	0.00		
CARTYW	WALLACE CARTY					
22-00599	03/04/22 BASKETBALL OFFICIAL	Open	120.00	0.00		

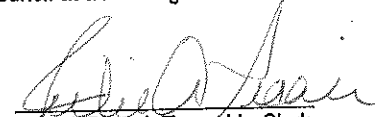
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RESOLUTION #2022-112
Lower Township
Bill List By Vendor Id

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date	Description				
HOOVER	ROBERT HOOVER & SONS INC*					
21-01683	07/08/21	SUPPLIES FOR TRUCKS/AUG	Open	576.42	0.00	
JLLOYD	JOSEPH LLOYD					
22-00598	03/04/22	BASKETBALL OFFICIAL	Open	280.00	0.00	
MCMAST	SANDRA MCMASTER					
22-00626	03/08/22	LACROSSE GIRLS ASSIGNOR FEE	Open	110.00	0.00	
PRINCE	STEPHEN PRINCE					
22-00595	03/04/22	BASKETBALL OFFICIAL	Open	485.00	0.00	
SEASH	SEASHORE COMMUNITY CHURCH					
22-00617	03/08/22	WARMINGCENTER REIM 10/21-12/21	Open	8,333.33	0.00	
Total Purchase Orders: 101			Total P.O. Line Items: 0	Total List Amount: 240,979.40	Total Void Amount: 0.00	

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-113

Title: **AUTHORIZATION FOR REFUND OF TAXES**

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below; and

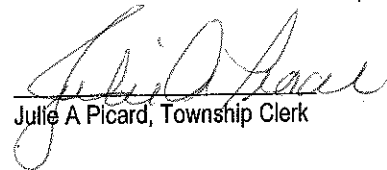
WHEREAS, a refund is due.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
123	14	William Pace & Jana Curtis 218 W Pacific	Mortgage Responsible	\$ 795.75

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022


Julie A Picard, Township Clerk

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

RESOLUTION #2022-114

Title: **A RESOLUTION APPROVING THE ACCEPTANCE OF AND PARTICIPATION IN THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE (EMAA) SUBAWARD #FY21-EMPG-EMAA-0505**

WHEREAS, the Township of Lower Office of Emergency Management has applied for and been awarded a State Homeland Security Grant Program Sub-grant AFN #97.042, Subaward #FY21-EMPG-EMAA-0505 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The Subaward, consisting of a total amount of \$10,000.00 for the purpose of enhancing Lower Township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

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

WHEREAS, the award period is from July 1, 2021 to June 30, 2022; and

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

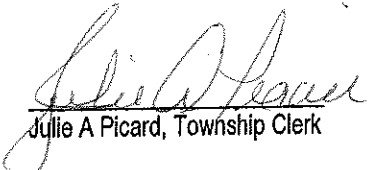
WHEREAS, the Township of Lower Office Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management

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

1. That the Council accepts the award of the FFY21 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.
3. That copies of this resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

FY AND GRANT NAME FY21 EMPG	SUBAWARD AMOUNT
PROJECT TITLE Emergency Management Agency Assistance (EMAA)	Federal \$ 10,000.00 Match \$ 0.00 Total \$ 10,000.00 Subrecipient Indirect Cost Rate (ICR) N/A
SUBRECIPIENT Township of Lower	CFDA NO. 97.042
DUNS NO. 004227872	CFDA AMOUNT \$ 455,100,000.00
FEDERAL AWARD IDENTIFICATION NO. EMN-2021-EP-00007-S01	FEDERAL AWARD DATE 9/24/2021
FEDERAL AWARING AGENCY FEMA	FEDERAL AWARD AMOUNT \$ 8,343,188.00 L&PS ICR N/A
STATE ACCOUNT NO. 21-100-066-1200-726	DATE OF AWARD 1/13/2022

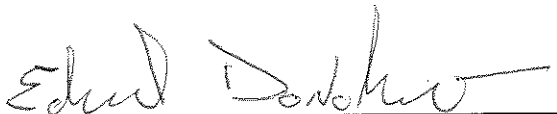
In accordance with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. An in-kind match will be provided to compensate OEM Staff to complete the tasks listed on the FY21 work plan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY


Signature of Authorizing Official

Attorney General or Designee

Edward Donohue, OEM Coordinator
Typed Name of Official and Title

Date

Date

Division Contact

Subaward Number: FY21-EMPG-EMAA-0505

Name: _____

Subaward Period: 7/1/21 - 6/30/22

Title: _____

Subrecipient Fiscal Year Start Date: 01/01

Email: _____

Phone Number: _____

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**FY21
EMERGENCY MANAGEMENT PERFORMANCE GRANT
EMAA AWARD CONDITIONS**

STATE CONDITIONS

Compliance with State Laws

1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of State Police (DSP), Office of Emergency Management (OEM) concerning all federal, state, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, Circular Letters (State Circulars) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.
2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
3. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

Legal Authority for Application; Resolution

4. The Subrecipient assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds

5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such or other funding sources as may be applicable and, in addition, if the Subrecipient's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the Department or an event of default under the agreement and the Department shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the grant agreement.

Performance Period

6. The Subrecipient agrees that all subaward activities will only be performed within the authorized subaward period, unless an extension is granted.

Non-State Employee Status

7. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification by Non-profit Agencies or Local Units of Government

8. The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

Indemnification by State Agencies

9. The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients

10. In addition to the federal requirements regarding High Risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
 - A. If the Department determines that a Subrecipient:

1. Has a history of unsatisfactory performance;
 2. Is not financially stable;
 3. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
 4. Has not conformed to terms and conditions of previous awards; or
 5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. If a Subrecipient is considered "High Risk," then the Department may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
1. Payment on a reimbursement basis;
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 3. Requiring additional, more detailed financial reports;
 4. Additional project monitoring;
 5. Requiring the Subrecipient to obtain technical or management assistance; or
 6. Establishing additional prior approvals.
- C. If the Department decides to impose such special conditions, it will notify the Subrecipient as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions;
 2. The reason(s) for imposing the special conditions;
 3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

Amendments and Extensions

11. No amendments or contract extensions to the approved budget, objectives, or program scope as outlined in the funding Application may be made without written approval by the Department. The amendment request must be made in writing by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.
12. The Subrecipient shall request approval when there is reason to believe a revision or modification will be necessary for the following reasons:
 - A. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
 - B. To provide financial assistance to a third party by sub-granting, if authorized, or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - C. The need for additional funding or to extend the period of availability of funds.
 - D. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
13. The Department may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Subrecipient must be incorporated in written amendments to this grant.

14. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the Department.

Timekeeping & Overtime

15. Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee name, title, rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
16. The Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Subcontracts and Assignments

17. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Department. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
18. It is the responsibility of the Subrecipient to ensure that all subaward conditions are included in any contract made under this subaward.
19. The Subrecipient shall include in its official grant file copies of any contract with subcontractors or vendors regarding this grant program and copies of its monthly timekeeping system records. The Department reserves the right to give final written approval of subcontract or vendor budgets reimbursed with subaward funds.

Financial Management

The Subrecipient agrees to give the Department, OEM, DHS, or FEMA through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. The Department reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.

20. The Department reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.
21. The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.
22. The Subrecipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as the Department may prescribe.
23. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain accurate and complete disclosure of financial results of each subaward in the DCS, have procedures to determine allowable costs, and provide source documentation for financial records.
24. Payments will be made to the Subrecipient in the manner determined by the Department and after receipt by the Department of a properly executed copy of this grant.
25. Program Income
 - A. Program income is defined as gross income earned by the Subrecipient from grant-supported activities.
 - B. The Subrecipient must comply with State Circular Letter 07-05-OMB and Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307.
 - C. Unless the grant provides otherwise, the Subrecipient shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
 - D. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.

Purchases

26. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
27. The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB, when using subaward funds to purchase food, beverages and refreshments for project activities.
28. The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A- 20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-

20.13), when applicable. The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.

29. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Training and Travel

30. The Subrecipient agrees to submit a written request to the Department and receive written approval before expending any grant funds allocated for training or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is controlled by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication

31. The Subrecipient agrees that the Department reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the Department for any opinions or conclusions contained therein.

Public Works Contractor Registration

32. The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Bonding and Insurance

33. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Problems Affecting Subrecipient Performance

34. The Subrecipient shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:
- A. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by the Department required to resolve the situation.
 - B. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
35. The Department may, at its discretion, make site visits to:
- A. Review program accomplishments and management control systems.
 - B. Provide such technical assistance as may be required.

- C. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
- D. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

- 36. The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as the Department may require. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.
- 37. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
- 38. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the Department may take one or more of the following actions, as appropriate in the circumstances:
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
 - B. Disallow all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
 - D. Withhold further awards for the program.
 - E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - F. Take other remedies that may be legally available.
- 39. In taking an enforcement action, the Department may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- 40. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.
- 41. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

The Subrecipient agrees that the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and

liability of the parties.

42. The Department and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
43. The Department may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the Department. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, the Department shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
44. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.
45. The Subrecipient shall return any subaward funds that are not supported by an audit or other Federal or State review of documentation maintained by the Subrecipient.

Record Retention

46. Unless otherwise directed by the Department, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven-year period.

Closeout Procedures

47. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant.
48. The Department may permit extensions when requested in writing by the Subrecipient.
49. The Subrecipient will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
50. The Department reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

FEDERAL CONDITIONS

Compliance with Federal Laws

51. The Subrecipient will follow all applicable requirements and procedures as required by the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Emergency Management Performance Grant (EMPG) Program, any Grant Program Solicitation Reference Guides, and any requirements outlined in the notification, award, and other letters sent to the Subrecipient. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.
52. The Subrecipient agrees to comply and assure the compliance of its contractors with the applicable statutory provisions including Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 *et seq.*); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 *et seq.*); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 *et seq.*).
53. The Subrecipient agrees to comply with 2 C.F.R. Part 200 *et seq.*, the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as adopted by DHS at 2 C.F.R. Part 3002, and State Circular Standard Grant Agreement Section, X. Allowable Costs, 07-05-OMB. The Part 200 Uniform Requirements consolidate and supersede the cost principles, administrative requirements, and audit requirements previously found in Office of Management and Budget (OMB) Circulars A-102, A-110, A-21, A-87, A-122, and A-133.
54. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY-2020 Emergency Management Performance Grant guidelines and application kit.

Single Audit Act

55. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, *et seq.*), the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB. The Subrecipient further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits of grant funds) are not satisfactorily and promptly addressed.

Debarment and Suspension

56. All Subrecipients must comply with Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.
57. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and

State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

58. The Subrecipient must inform the Department when the Subrecipient suspends or debars a contractor.

Employee and Consultant Compensation

59. The Subrecipient agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).

Employment Eligibility Form

60. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

FFATA, DUNS, and SAM Requirements

61. The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) and its associated regulations, obtain a Data Universal Numbering System (DUNS) number, and must register with the System of Award Management (unless exempted under 2 C.F.R. 25.100) in order to receive funds provided through this Subaward.

Procurement and Sole Source Justification

62. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be conducted pursuant to 2 C.F.R. 200.317-.326, all other applicable federal and state requirements, and in manner providing full and open competition.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of contracts entered in support of a grant.

63. All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of \$150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from the Department. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908, and is periodically adjusted for inflation).

In accordance with 2 C.F.R. §200.320(f), a noncompetitive procurement process may be used when a Subrecipient can document:

- A. The item or service is available only from a single source;
- B. A true public exigency or emergency exists; or
- C. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

Procurement of Recovered Materials

64. All Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Drug-Free Workplace Regulations

65. All Subrecipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 C.F.R. 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Duplication of Benefits

66. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E, Cost Principles, may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Equipment and Supplies

67. The Subrecipient agrees that all equipment and supplies purchased under the subaward will be tagged and properly inventoried to reflect use of Federal funds. The Subrecipient agrees to use, maintain, and dispose of equipment and supplies purchased or leased with subaward funds pursuant to federal requirements found at 2 C.F.R. § 200.313 and 2 C.F.R. § 200.314, respectively.

False Claims Act and Program Fraud Civil Remedies

68. All Subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

Conflict of Interest

69. The Subrecipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable DHS policy pursuant to 2 C.F.R. § 200.112. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Relocation Assistance

70. The Subrecipient agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Labor and Wage Requirements

71. The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

Environmental and Historic Preservation

72. The Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.
73. The Subrecipient agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
74. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
75. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.
76. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Reporting Matters Related to Recipient Integrity and Performance

77. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters

located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated herein by reference.

Age Discrimination Act of 1975

78. All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

79. All Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Title VI of the Civil Rights Act of 1964

80. All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

81. All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, or sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

82. All Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

83. All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Rehabilitation Act of 1973

84. All Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Whistleblower Protection Act

85. All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Lobbying Prohibitions

86. All Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Non-Supplanting Requirement

87. Subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Trafficking Victims Protection Act of 2000

88. All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes the Department to terminate this subaward, without penalty, if the Subrecipient:

- A. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
- B. Procures a commercial sex act during the period of time that the award is in effect; or
- C. Uses forced labor in the performance of the award or subawards under the award.

The full text of the award term is provided at 2 C.F.R. § 175.15 and is incorporated here by reference.

Internal Controls

89. The Subrecipient agrees to:

- A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- B. Comply with Federal statutes, regulations, and the terms and conditions of the awards;
- C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- D. Take reasonable measures to safeguard protected personally identifiable information and other information DHS or the Department designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Specific Conditions

90. The Subrecipient agrees that the Department is authorized to impose additional specific award conditions, as needed, in accordance with 2 C.F.R. §200.207.

Vehicle Operation Requirements

91. Pursuant to Executive Order 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or-rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient’s text messaging policy when off duty.

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FY21 EMPG Special Conditions

Acknowledgment of Federal Funding from DHS

92. All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Publications

93. To assist in information sharing, the Subrecipient shall provide the Department with a copy of any publication (including those prepared for conferences and other presentations) 120 days prior to public release. Publications include any written, visual or sound material substantively based on the project, formally prepared by the award Subrecipient for dissemination to the public. Any publications - excluding press releases and newsletters - whether published at the Subrecipient's or Department's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the United States Department of Homeland Security, Federal Emergency Management Agency. The opinions, Endings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors) and do not necessarily reflect those of the Department of Homeland Security." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
94. The Subrecipient shall transmit to the Department copies of all official award-related press releases at least ten (10) working days prior to public release.

Resolution Required

95. Subrecipients (with the exception of State Agencies) are required to submit a resolution authorizing the acceptance of the Federal share as well as any match, if applicable.

Financial Report

96. The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the Department or DHS may require. The Subrecipient must submit to the DSP, Grants Administration Bureau, a final financial report (DCS) with supporting documentation. Funds will be distributed on a reimbursement basis after receipt of the required report. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question.

Activities Conducted Abroad

97. All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)

98. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or

likable to that individual. All Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

Copyright

99. All Subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Patents and Intellectual Property Rights

100. Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Federal Debt Status

101. All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Fly America Act of 1974

102. All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Hotel and Motel Fire Safety Act of 1990

103. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

USA Patriot Act of 2001

104. Subrecipient must comply with the requirements of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Use of DHS Seal, Logo, and Flags

105. All Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

DHS Specific Acknowledgments and Assurances

106. All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- A. Subrecipients must cooperate with any compliance review or compliance investigations conducted by DHS.
 - B. Subrecipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - C. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - D. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Incorporation by Reference of Funding Opportunity Announcement

107. All of the instructions, guidance, limitations, and other conditions set forth in the Federal and State Notice of Funding Opportunities (NOFO) for this program are incorporated herein by reference. All Subrecipients must comply with any such requirement set forth in the program NOFOs.
108. The Subrecipient agrees that this award supports the work described in the recipient's proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.

Acceptance of Post Award Changes

109. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

SAFECOM

110. Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Energy Policy and Conservation Act

111. All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Terrorist Financing

112. All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

National Environmental Policy Act

113. All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matter Pertaining to Faith-Based Organizations

114. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Acceptance of Post Award Changes

115. In the event FEMA or the Department determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior Approval for Modification of Approved Budget

116. Before making any change to the Department approved budget for this award, the Subrecipient must request prior written approval from the Department where required by 2 C.F.R. Section 200.308. For award with an approved budget greater than \$250,000, the Subrecipient may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from the Department where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget the Department last approved. The Subrecipient must report any deviations from its the Department approved budget in the first Federal Financial Report (SF-425) the Subrecipient submits following any budget deviation, regardless of whether the budget deviation require prior written approval.

Disposition of Equipment

117. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the Subrecipient must request instructions from the Department to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

CERTIFICATION

I certify that the programs proposed in my application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, FY21 EMPG Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that I will comply with the provisions of the federal grant program, these conditions, and all other applicable federal and state laws, regulations, and guidelines.

TOWNSHIP OF LOWER

FY21-EMPG-EMAA-0505

Subrecipient

Subaward #



OEM COORDINATOR

Signature of Authorized Official

Title

Edward Donohue

Printed Name of Authorized Official

Date

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

RESOLUTION # 2022-115

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

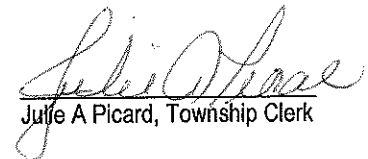
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature Lauren Picard 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 Jason Felsing in the amount of \$5,843.73 is authorized and chargeable to the 2022 Budget account 2-01-25-240-124.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief K. Lewis
THRU: Lt. Hansberry
FROM: Sgt. Jason Felsing
DATE: 2/18/2022
SUBJECT: Comp Time Buy Out

Chief,

I am asking to submit this letter to payroll requesting a buy out of 150 hours accrued comp time. Thank you in advance for your attention to this request.

Respectfully Submitted,



Jason K. Felsing
Sergeant Badge 202

C	File	Date	Officer	Comments
		2/21/22	SFC #173 (3)	FORWARDED TO CAPT. VANAMAN
		2/23/22	CPT #174	VANAMAN FWD TO CHIEF LEWIS
		3-8-22	18 (REL)	FORWARDED TO TOWN HALL

0 * *

150 * x

38.9582 =

5.843.73 *+

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

RESOLUTION #2022-116

Title: A RESOLUTION AUTHORIZING THE ANNUAL ESCAPE THE CAPE TRIATHLON SCHEDULED FOR JUNE 12, 2022

WHEREAS, DelMo Sports, LLC seeks authorization and permission to conduct the Annual Escape the Cape Triathlon on Sunday, June 12, 2022; and


WHEREAS, permission has been granted by the Cape May County Board of Chosen Freeholders to close portions of County Roads (Seashore Road CR626, New England Road CR641, Stimpson Lane CR645, Shunpike Road CR649 and Bayshore Road CR607) in the Township of Lower from 7:00 am until 11:30 am; a copy of the Resolution granting permission is attached; and

WHEREAS, in consideration for said authorization and permission, DelMo Sports, LLC executed an indemnification agreement and submitted the required Certificate of Insurance naming the Township of Lower as the Certificate Holder.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that approval is hereby granted for the Annual Escape the Cape Triathlon to take place on June 12, 2022

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk



ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America, Inc.		NAMED INSURED USA Triathlon of Colorado 5825 Delmonico Dr Colorado Springs CO 80919	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

in a loss or a claim.
 9th Annual Escape the Cape Triathlon

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

**BOARD OF COUNTY COMMISSIONERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 32-22

**RESOLUTION AUTHORIZING AN INDEMNIFICATION AGREEMENT WITH
DELMOSPORTS, LLC FOR ITS ESCAPE THE CAPE TRIATHLON
ON JUNE 12, 2022**

WHEREAS, DelMoSports, LLC seeks authorization and permission to conduct the Escape the Cape Triathlon on Sunday, June 12, 2022; and

WHEREAS, a request has been made to close a portion of Seashore Road (County Road No. 626), New England Road (County Road No. 641), Stimpson Lane (County Road No. 645), Shunpike Road (County Road No. 649) and Bayshore Road (County Road No. 607), in the Township of Lower from 7:00 a.m. until 11:00 a.m.; and

WHEREAS, in consideration for said authorization and permission, DelMoSports, LLC executed an Indemnification Agreement in favor of the County of Cape May and submitted the required Certificate of Insurance.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Board of County Commissioners that permission is hereby granted to DelMoSports, LLC to close a portion of Seashore Road (CR626), New England Road (CR641), Stimpson Lane (CR645), Shunpike Road (CR649) and Bayshore Road (CR607) from 6:30 a.m. until 11:30 a.m. on Sunday, June 12, 2022; and

BE IT FURTHER RESOLVED that permission is conditional for the DelMoSports, LLC, and providing to the County:

1. A duly executed Promise of Indemnification in a form acceptable to County Counsel.
2. A Certificate of Insurance naming the County of Cape May, their officers and employees as additional insured for the scheduled event.
3. A letter from the Lower Township Police Department indicating that they are aware of the event and have approved the traffic control plan for the event.

STATEMENT

This Resolution gives permission to DelMoSports, LLC to utilize County roads for a triathlon.

cc: County Engineer
Lower Township
County Counsel
File: Events

DelMoSports, LLC
Lower Township Police Department
Road Department

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

RESOLUTION #2022-117

Title: APPROVAL OF CONTRIBUTION TO THE COAST GUARD COMMUNITY FOUNDATION

WHEREAS, Cape May County, has been granted the official designation as a "Coast Guard Community"; and

WHEREAS, Cape May Coast Guard personnel and their families are an integral part of our community, contributing their time and efforts throughout the Township; and

WHEREAS, the Cape May County Coast Guard Community Foundation has extended their efforts beyond hosting the festival to identify programs to support Coast Guard Members and their families; and

WHEREAS, the CFO has determined sufficient funds are available in the current budget as follows:

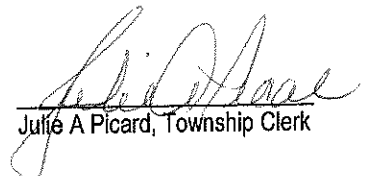
Appropriation # 2-01-20-110-281

Signature: Lauren Read
Lauren Read, CFO

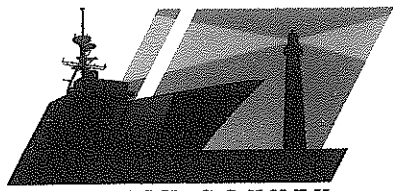
NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize and approve a contribution of \$1,000.00 as a 2022 Coast Guard Community Contribution.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

m/c/m/s - emailed 3/8



CAPE MAY COUNTY
COAST GUARD COMMUNITY FOUNDATION
P.O. Box 1385, Rio Grande, NJ 08242
609.888.6120

March 4, 2022

Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Officers

- Jeffrey Pierson, *Chair*
- Vicki Clark, *Vice Chair*
- Eli Massood, *Treasurer*

Board of Trustees

- Mike Couch
- Jacob Cuomo
- Trina McSorley
- Bob Montgomery
- Will Morey
- Zack Mullock
- Jay Newman
- Ed Savino
- Linda Wolf

Executive Director

Marla Brown

Director, Events & Programs

To Be Announced

RE: 2022 Coast Guard Community Support

Mayor Sippel,

We are excited to welcome back the Coast Guard Community Festival on May 7, 2022. This Community event celebrates Cape May County as a designated Coast Guard Community and honors the mission of our Foundation to nurture the relationship between Cape May County and the Coast Guard.

We have been working to expand our efforts beyond hosting our annual festival and other events. We aim to identify and support programs that directly benefit the Coast Guard and their families. Our current programs include:

- The Community Activity Program – Our charter program which provides reimbursement for active-duty Coast Guardsmen and their dependents for community activities.
- The Seamanship Award Program – In partnership with U.S. Coast Guard Auxiliary Cape May Flotilla 08-02, we provide the funding for the award given at each graduation for the recruit who has received the highest scores in their seamanship phase of training.
- Holiday Meals & Free Lunch Vouchers - We provide the funding to provide Holiday meals to active-duty Coast Guardsmen and their families and Free Lunch Vouchers at the Coast Guard Community Festival.
- Back-to-School Brigade - Currently we are in the beginning stages of a partnership with Operation Homefront to provide backpacks and supplies to active-duty school age children returning to school.

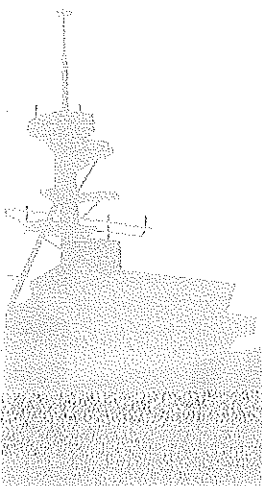
We are requesting the Township of Lower to continue support of our mission to nurture strong relationships between Coast Guard members, their families and the community. An invoice based upon your level of support for previous years is enclosed for your convenience.

Thank you for your support of our proud Coast Guard Community.

Respectfully,

Marla Brown
Executive Director

Cape May County, inclusive of sixteen municipalities, is designated as a Coast Guard Community. The Foundation supports the designation by honoring Coast Guard families for their extraordinary service, celebrating and educating regarding the U.S. Coast Guard in Cape May County.





Cape May County Coast Guard Community Foundation
P.O. Box 1365
Rio Grande, NJ 08242

Invoice

Date	Invoice #
2/28/2022	324

Bill To
Township of Lower 2600 Bayshore Road Villas, NJ 08251

P.O. No.	Terms
	Due on receipt

Description	Rate	Amount
2022 Coast Guard Community Support	1,000.00	1,000.00
Thank you for your support! We are a nonprofit 501(c)(3) organization. Our tax ID is 47-3594081.		Total \$1,000.00

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

RESOLUTION #2022-118

Title: A RESOLUTION SUPPORTING A GRANT APPLICATION TO THE CAPE MAY COUNTY DIVISION OF OPEN SPACE AND FARMLAND PRESERVATION TRUST FOR THE NAVAL AIR STATION WILDWOOD AVIATION MUSEUM

WHEREAS, the Naval Air Station Wildwood Aviation Museum has applied for an Open Space and Farmland Preservation Trust Grant for Hangar #1; and

WHEREAS, the proposed project includes the replacement of the south side "main hangar roof" as part of the larger phased effort to preserve the hangar; and

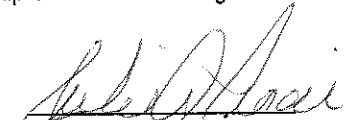
WHEREAS, a requirement of the grant application is to provide a Resolution of Support from the governing body in which the applicant is located; and

WHEREAS, Lower Township Council is proud to have the Naval Air Station Wildwood Aviation Museum located within the Township of Lower.

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 is pleased to support this grant application and the continued Preservation of Historic Hangar #1.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A. Picard, Township Clerk

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

RESOLUTION #2022-119

Title: RENEWAL OF 2022 CAMPGROUND LICENSES

WHEREAS, Beachcomber Campground Inc., (Holly Shores) Sun Outdoors Cape May, Sun Retreats Cape May Wildwood and Sun Retreats Cape May have applied for renewal of their Campground Licenses; and

WHEREAS, the applicants have paid the required license fee.


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Campground Licenses for the following are hereby renewed for the period of April 1, 2022 through March 31, 2023 subject to all real estate taxes being current.

Ken Gomez
Sun Outdoors
Sun Lake Laurie RV, LLC
Sun Seashore RV, LLC

t/a Beachcomber Campground, Inc.
t/a (Holly Shores) Sun Outdoors Cape May
t/a Sun Retreats Cape May Wildwood
t/a Sun Retreats Cape May

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-120

Title: RESOLUTION SUPPORTING THE ANNUAL (2021) GREATER CAPE MAY ELK'S/TOM BEHELER YOUTH BASKETBALL TOURNAMENT

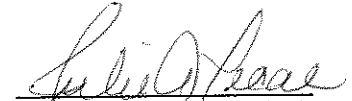
WHEREAS, the Lower Township Recreation Center hosts the Annual Greater Cape May Elks/Tom Beheler Youth Basketball Tournament in December every year; and

WHEREAS, the tournament will be a field comprised of 3rd thru 8th grade boys and girls.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a portion of the proceeds raised through this annual tournament will be dedicated to the ALS Association Greater Philadelphia Chapter and the Lower Township traveling basketball team.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A. Picard, Township Clerk

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

RESOLUTION #2022-121

Title: APPROVAL OF DONATIONS FROM THE PROCEEDS OF THE 2021 ANNUAL COOMBS / DOUGLASS RUN

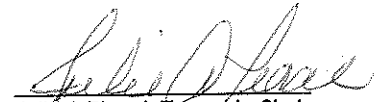
WHEREAS, The Coombs/Douglass Run has been an annual event in the Township of Lower for the last 19 years, and was approved by Resolution #2021-283 for Saturday, September 25, 2021; and

WHEREAS, Lower Township has received approval from the Cape May County Board of Chosen Freeholders to close a portion of Townbank Road from the Fire Hall to Shor Drive from 7:00 am until approximately 9:30 am.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a portion of the proceeds raised through this annual event will be dedicated to the Special Olympics.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-122

Title: ISSUANCE OF 2022 LIMOUSINE AND OPERATOR LICENSES

WHEREAS, applications have been submitted by Cape May Limousine pursuant to Ord. #2000-4, for Taxi, Limo and Operator Licenses; and

WHEREAS, the applicants submitted the appropriate fees, provided the required documentation, and the Police Department has reviewed and approved the application packet.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk is hereby authorized to issue the following:

Cape May Limousine

<u>License Type</u>	<u>Description</u>
Limo	2019 Mercedes Sprinter Vin #WDAPF4CD0KP189331
Limo	2020 Mercedes Sprinter Vin #W1X8ED3Y9LP237563
Operators	Brian T. Carroll Robert Wells

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-123

Title: ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMAN LICENSE FOR THE YEAR 2022

WHEREAS, James Brown t/a Mister Softee has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2022; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk be authorized to issue the following license for the year 2022, after inspection of the vehicle with the Police Department:

Ice Cream Peddling Salesman License

James Brown

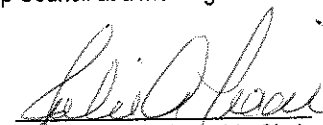
Ice Cream Peddling Business License

2011 Workhorse Vin #5B4KFD2D0B3444064

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-124

Title: RESOLUTION ACCEPTING THE DONATION OF A 2020 PACE AMERICAN 2 AXLE ENCLOSED TRAILER TO THE TOWNSHIP OF LOWER POLICE DEPARTMENT FOR THE USE BY THE DEPARTMENT, COMMUNITY POLICING DEPARTMENT AND FOR USE IN THE POLICE UNITY TOUR

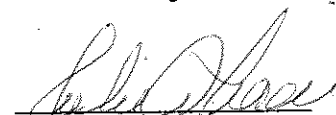
WHEREAS, Lower Township Police Department received a letter offering to donate a 2020 Pace American 2 Axle Enclosed Trailer VIN#53BPTEA24LPO14791 to support the Lower Township Police Department, Lower Community Police Division and the National Police Unity Tour; and

WHEREAS, the Chief of Police obtained a request to donate and transfer a 2020 Pace American 2 Axle Enclosed Trailer VIN#53BPTEA24LPO14791 to support the Lower Township Police Department along with Community Policing Division and representing Lower Township in the National Law Enforcement Officers Police Unity Tour on behalf of Law Enforcement Officers who have died in the line of duty; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey is hereby accepting the 2020 Pace American 2 Axle Enclosed Trailer VIN#53BPTEA24LPO14791 and will transfer the aforementioned Trailer to Lower Township Asset Inventory Listing for the Lower Township Police Department.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

ANA

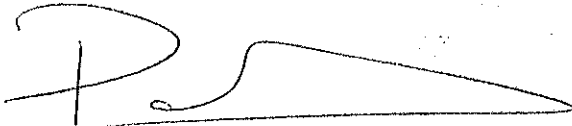
TOWING & RECOVERY

03/16/2022

To Whom It May Concern,

ANA Towing is donating a Pace enclosed trailer to the Lower Township Police Department for use in the Police Unity Tour and any other Police community functions.

Thank you,

A handwritten signature in black ink, appearing to be 'P. Aiken', written in a cursive style.

Patrick Aiken

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

RESOLUTION # 2022-125

Title: BID REJECTION FOR THE MILLMAN CENTER SIDEWALK IMPROVEMENT PROJECT

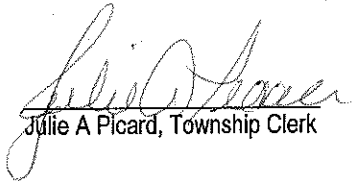
WHEREAS, The Township advertised the Millman Center Improvement pursuant to the provisions of N.J.S.A. 19:44A-20.4 Fair and Open Process on the Township's website on March 4, 2022 and accepted on March 15, 2022 at 10:00 a.m. prevailing time; and

WHEREAS, (1) One proposal was received and reviewed by the QPA, Township Engineer and the Recreation Director; per LPCL 40A:11-13.2 (b) the bid substantially exceeds the contracting unit's appropriation for the goods or services; and the bid is over the \$44,000.00 quote limit; the proposal will have to be rejected.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the bid is hereby rejected.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

March 16, 2022

VIA EMAIL

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

**Re: Township of Lower
Millman Center Improvements
D&A Project #: LT-C-030**

Dear Ms. Picard:

We have received one (1) quote to perform the replacement of the concrete around the Millman Center in the Township of Lower. Charles Marandino, LLC responded with a quote in the amount of \$57,750.00 for the base bid and \$900.00 for the add alternate #1. A copy of the bid form is attached for your review.

Due to the fact that the bid amount is over the \$44,000.00 quote limit identified under N.J.S.A. 40A:11-3(a) and (c), the quote must be rejected.

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: Michael Laffey, Manager (via email w/encl.)
Margaret Vitelli, Qualified Purchasing Agent (via email w/encl.)
Mitchell Plenn, Superintendent Parks and Recreation (via email w/encl.)

BID TABULATION

Project Name: Millman Center Improvements
D&A Project #: LT-C-030
Client: Township of Lower
Bid Opening Date: 03/15/2022

Charles Marandino, LLC
P.O. Box 20
Millray, NJ 08340

Item #	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	AMOUNT
BASE BID					
1	CLEARING SITE	LUMP SUM	LUMP SUM	\$20,000.00	\$20,000.00
2	CONCRETE SIDEWALK, 4" THICK	340	S.Y.	\$110.00	\$37,400.00
3	DETECTABLE WARNING SURFACES	1	S.Y.	\$350.00	\$350.00
TOTAL AMOUNT BID BASED ON BASE BID ESTIMATED QUANTITIES ITEMS 1 - 3 INCLUSIVE					\$57,750.00

ADD ALTERNATE BID NO. 1					
A1	PAVEMENT RESTORATION	30	S.Y.	\$30.00	\$900.00
TOTAL AMOUNT BID BASED ON ADD ALTERNATE NO.1 ESTIMATED QUANTITIES A1 INCLUSIVE					\$900.00

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

RESOLUTION # 2022-126

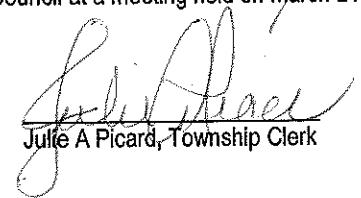
Title: **AUTHORIZATION FOR SOUTH JERSEY POWER COOPERATIVE ELECTRIC BID**

WHEREAS, the Township desires to participate in the South Jersey Power Co-Operative (SJPC) 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 Lower Township in the South Jersey Power Co-Operative (SJPC) for a (2) two-year contract bid for retail purchase of electric.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk

**SJPC 2022 ELECTRIC 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 Electric Supply Service Bid. I understand that my account(s) will be awarded to the lowest responsible bidder for a service period of up to two (2) 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 Electric 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: QPA

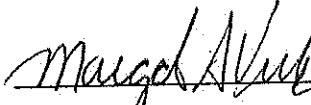
Contact Email Address: mvitelli@townshipoflower.org

Contact Phone: 609-886-2005 x123 or Direct 609-600-5111

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 Electric 2022 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 ELECTRIC ACCOUNT INFORMATION (see following page for details)

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

RESOLUTION #2022-127

Title: APPROVAL FOR RUN THE VINEYARDS- WILLOW CREEK 8K RUN

WHEREAS, an application has been received from Kenneth Culbertson of Good Day for a Run to host a 5K / 6K Run on April 10, 2022; and

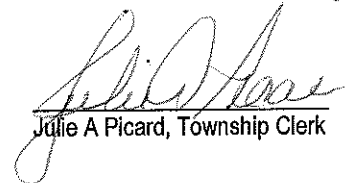
WHEREAS, the applicant has provided all the required paperwork, including indemnification and insurance certificates; and

WHEREAS, the Lower Township Police Department has reviewed the application and found the paperwork to be in is in order.

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	X		X				
COOMBS			X				
ROY		X	X				
PERRY			X				
SIPPEL			X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 21, 2022.


Julie A Picard, Township Clerk