

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
WEDNESDAY – SEPTEMBER 3, 2025 – 5:00pm

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

Work Session

Proclamation - Turn the Towns Teal

Consent Agenda

Approval of Minutes - August 18, 2025

Res. #2025-294 Authorization for the Payment of Vouchers \$ 1,045,763.46

Res. #2025-295 Approval of Change Order #3 for DeBlasio & Associates for the Water Main Design Services for the Public Works Administration Building (LT-C-048 \$15,000.)

Res. #2025-296 Reappointment to the Planning Board (S.Morris)

Res. #2025-297 A Resolution Authorizing the Execution of a Memorandum of Agreement between the Township of Lower and Cooper University Hospital Cape Regional – Cape Addiction Recovery Services to Provide Services to individuals suffering from Substance Abuse Disorders

Res. #2025-298 Approval for Save a Life Day – September 25, 2025 (Cape Assist)

Res. #2025-299 A Resolution Authorizing the Execution of a Location Release Form in connection with the film Whispers From The Forgotten

Res. #2025-300 A Resolution Authorizing the Execution of a Memorandum of Agreement between the Township of Lower and the Delaware River and Bay Authority to Establish a Reunification Center in the event of a Mass Casualty Event on the Authorities Properties

Res. #2025-301 Resolution Providing for the Combination of Certain Issues and Determining the Form and other Details of the Offering of \$12,000,000 General Obligation Bonds, Series 2025, of the Township of Lower, in the County of Cape May, State of New Jersey and Providing for the Sale of Such Bonds

Res. #2025-302 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provision of Recreational Amenities at Lower Township Family Fun Night on September 12, 2025 – Rain Date September 19, 2025

Res. #2025-303 Authorization for Refund of Taxes

Res. #2025-304 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GOVDEALS Online Auction Website

Ord. #2025-20 An Ordinance Amending Chapter 7, Traffic, of the Code of the Township of Lower to enact Article IV, Electric Bicycle/Scooters, to establish regulations associated with the Operation of Electric Bicycles and Scooters. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for October 6, 2025,

Ord #2025-21 An Ordinance Amending Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, Subsection 4(B)(8), Street Restoration, of the Code of the Township of Lower This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for October 6, 2025,

Regular Agenda

Ordinance # 2025-18 An Ordinance Authorizing the Execution of a Utility Easement Agreement with Atlantic City Electric for Real Property Identified as Block 505, Lot 15 to Facilitate the Rebuilding of the Middle-Rio-Cape 69kV Transmission Line in Cape May County. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Ordinance #2025-19 An Ordinance Amending Chapter 475, Parks and Recreation Areas, Article I, General Rules and Regulations, Subsection 1(C) of the Code of the Township of Lower, to Establish Hours of Operation for Township Owned Parks and Recreation Areas. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Administrative Reports

Treasurer

Public Comment

Council Comments

Adjourn



Proclamation

Turn the Towns Teal

Whereas, the Township Council of the Township of Lower recognizes Turn the Towns Teal is a National Campaign to create awareness of ovarian cancer; and

Whereas, Ovarian Cancer is often referred to as "the silent disease" as there is no early detection test for ovarian cancer, and its symptoms are often vague and subtle; and

Whereas, If detected in the early stages, the survival rate for ovarian cancer is 90-95%, yet the five-year survival rate after detection is only 28%, making this early detection awareness campaign essential; and

Whereas, Lower Township recognizes that it is appropriate to recognize September as Turn the Towns Teal month as September is National Ovarian Cancer Awareness month.

Now, Therefore, Be It Resolved that Township Council of the Township of Lower hereby proclaims September as "Turn the Towns Teal Month" and encourage our residents to raise awareness to this Silent Disease.

Signed this 3rd of September, 2025

Frank Sippel, Mayor

COUNCIL MEETING MINUTES – August 18, 2025

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on August 18, 2025 at 5:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad
Councilmember Joseph Wareham
Deputy Mayor Kevin Coombs
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager, Robert Belasco, Township Solicitor and Karen Fournier, Deputy Township Clerk

Work Session

Presentation - Certificates of Congratulations – Lower Township Elementary School System Retirees
Deputy Mayor Coombs, on behalf of Mayor and Council, presented certificates of congratulations to Rich Hooyman and John Champion, retirees from Lower Township Elementary School (LTES).
Van Cathcart, Superintendent of LTES, thanked Council for acknowledging LTES retirees and looks forward to further collaboration with the Township.

Consent Agenda

Approval of Minutes – August 4, 2025

Approval of New Jersey State Firefighter's Association Membership – Z. Shapiro, Erma Volunteer Fire Company

Res. #2025-278 Authorization for the Payment of Vouchers \$ 248,793.86

Res. #2025-279 Authorization for the Payout of Accumulated Compensatory Time (S. Elam Hampton \$1,587.37)

Res. #2025-280 Authorization for the Waiver of Permitting Fees for Naval Air Station Wildwood, Associated with the Access Control Upgrades to the Museum's Fencing and Gates

Res. #2025-281 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87; Chapter 159 (Drive Sober or Get Pulled Over \$5,250)

Res. #2025-282 Approving a Professional Service Contract with Phoenix Advisors for Municipal Advisory Services in Connection with General Improvement Bonds

Res. #2025-283 Approving Change Order #1 with Ford Scott & Associates, LLC to Assist with the Proposed Issuance of Bonds for the Township of Lower (NTE \$12,700.)

Res. #2025-284 A Resolution Ratifying and Affirming a Memorandum of Understanding between the Lower Township Police Department and Acenda, Inc. in Connection with the Arrive Together Program Focused on Enhancing and Supporting Law Enforcement Responses to Certain Behavioral Health Crisis Calls

Res. #2025-285 Bid Acceptance and Contract Award for the Delaware Bay Beach Stormwater Outfall Extension Project (LT-C-059) to R.A. Walters & Sons (\$296,000)

Res. #2025-286 Under 3% Emergency Resolution to Facilitate the Award of a Professional Service Contract to Address Compliance with Affordable Housing Obligation

Res. #2025-287 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (OEM Perf Grant \$10,000)

Res. #2025-288 A Resolution Awarding a Professional Service Contract without Public Bidding to Lomax Consulting Group to Provide Environmental Consulting Services

Res. #2025-289 A Resolution of the Township of Lower Canceling Certain Taxes per Agreement/Resolution

Res. #2025-290 Approval of Change Order #1 to DeBlasio & Associates, Inc. for the Construction Phase for the Bay Outfalls Extension (LT-C-059 \$18,000.)

Res. #2025-291 A Resolution Authorizing a Request for funds from the Lower Township Municipal Utilities Authority

Res. #2025-292 A Resolution Urging the New Jersey Governor and Legislature to Enact Regulations Governing the Operation of Electric Bicycles and Scooters on Public Streets, Sidewalks, Bike Paths and Other Public Areas to Enhance Public Safety

Res. #2025-293 A Resolution Authorizing the Execution of a Right of Entry Agreement with the United States Army Corps of Engineers to Facilitate the Cape May Canal Improvement Project

Mayor Sippel commented on Resolution #2025-292 and stressed the importance of enhancing public safety with regard to electric bikes and scooters.
Solicitor Belasco communicated the statutes regarding electric bikes and the ability for municipalities to regulate and/or restrict e-bikes in public parks.

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

Engineer Report

Andrew McTague, DeBlasio and Associates, gave Council an update on the following engineering projects being handled by DeBlasio and Associates: Rotary Community Park Renovations, Bay Outfall Extensions, Reconstruction of Ridgewood Ave., Stormwater GIS Mapping Services, David Douglass Sr. Memorial Park Renovations, Lower Township Public Works Building Design, Holmes, Gorham and Scott Avenues Storm Sewer & Roadway Improvement Project, Lower Township Municipal Pool Building, Reconstruction of Beach Ave., MS4 Compliance, Resurfacing of Cardinal Ave., Bayshore Road Pickleball Courts, and Clem Mulligan Sports Complex Storm Sewer Pump Station.

Mayor Sippel inquired about the status of the Open Space grant for David Douglass Sr. Memorial Park. Manager Laffey confirmed the grant approval.

Administrative Reports

Clerk, Construction, Dog, Tax, Vital

Public Comment

James Harveson, 25 Cedarbrook Road, addressed Council regarding the DRBA's proposed Hotel and the possibility of a redevelopment plan.

Solicitor Belasco addressed Mr. Harveson's concerns.

Jim Pomponi, 111 E Richmond Ave., voiced concern about the width of Richmond Avenue and suggested Council's consideration to make it a one-way street. He also expressed concern about a depression in the street.

Mayor Sippel directed Mr. Laffey to look into the matter and communicated the Township's commitment to evaluate streets and parking in Diamond Beach.

Council Comments

Councilmember Conrad complimented the Rec Department on the Summer Concert Series and reminded about Family Fun Night.

Councilmember Wareham gave an update on the Town Bank Road repaving project and congratulated LTES retirees.

Deputy Mayor Coombs congratulated Van Cathcart on his recent promotion and congratulated LTES retirees.

Mayor Sippel congratulated LTES retirees and reminded about the 9/11 Remembrance Ceremony.

Adjourn

There being no further business to address, motion to adjourn moved by Councilmember Wareham, seconded by Deputy Mayor Combs. Motion to adjourn was unanimous. Meeting adjourned at 5:32 p.m.

Frank Sippel, Mayor

Township Clerk

Approved:

Resolution # 2025-294

Lower Township
Bill List By Vendor Id

08/28/2025

10:39 AM

Ranges		Item Status	Purchase Types	Misc			
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All			
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00110		ANCO HOME CENTER					
25-01770	06/24/25	MONTHLY- JUNE'25 REC. DEPT.	Open	\$450.87	\$0.00		
00153		ATLANTIC CITY ELECTRIC*					
25-02324	08/27/25	AUGUST ATLANTIC CITY ELECTRIC	Open	\$14,654.83	\$0.00		
00257		BAYSHORE LANDSCAPING INC*					
25-00638	03/06/25	RES#25-50	Open	\$10,900.00	\$0.00		
00611		COUNTY OF CAPE MAY (FUEL)					
25-02275	08/27/25	DIESEL,NO LEAD FUEL/JULY/DPW	Open	\$25,288.69	\$0.00		
00651		MUNICIPAL UTIL AUTH DUMP FEES					
25-02230	08/21/25	DISPOSAL FEES/JULY 2025	Open	\$102,332.52	\$0.00		
00784		CAPE MAY STAR & WAVE					
25-02234	08/21/25	legals - 8/13	Open	\$60.00	\$0.00		
25-02244	08/22/25	FS special mtg ad 08.20.25	Open	\$5.00	\$0.00		
		Vendor Total:		\$65.00			
00825		COMCAST INTERNET					
25-02296	08/27/25	COMCAST INTERNET AND TV AUG	Open	\$1,508.75	\$0.00		
01075		COPIERS PLUS*					
25-02240	08/22/25	COPIER USAGE 5/20- 8/19/25	Open	\$797.95	\$0.00		
01239		DIANA L DeNOTE					
25-02258	08/26/25	MEDICAL CLAIM	Open	\$90.24	\$0.00		
01269		DISCOUNT HYDRAULICS*					
25-02200	08/13/25	HYDRAULIC/DPW	Open	\$692.12	\$0.00		
25-02249	08/22/25	HYDRAULIC HOSE/DPW	Open	\$319.56	\$0.00		
		Vendor Total:		\$1,011.68			
01365		GARY DOUGLASS					
25-02130	08/05/25	VISION REIMBURSEMENT	Open	\$150.00	\$0.00		
01480		E-Z PASS					
25-02252	08/22/25	REPLINISH 7/26/25 RECREATION	Open	\$200.00	\$0.00		PC1
01530		FIRE DISTRICT #1					
25-00398	02/06/25	2025 FIRE DISTRICT #1 TAX	Open	\$164,475.00	\$0.00		
01540		FIRE DISTRICT #2					
25-00410	02/07/25	2025 FIRE DISTRICT #2 TAXES	Open	\$320,190.00	\$0.00		
01550		FIRE DISTRICT #3					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01550		FIRE DISTRICT #3	<i>Account Continued</i>				
25-00412	02/07/25	2025 FIRE DISTRICT #3 TAXES	Open	\$221,961.30	\$0.00		
01703		HARBOR SALES COMPANY*					
25-00122	01/13/25	MATERIALS ROADWAY/DPW	Open	\$845.74	\$0.00		
01873		HOME DEPOT*					
25-01228	05/15/25	HEAVY DUTY SCREW ANCHORS	Open	\$897.33	\$0.00		
02025		HUNTER JERSEY PETERBILT~					
25-02223	08/19/25	PARTS FOR TRUCKS/DPW	Open	\$2,497.68	\$0.00		
02027		JESCO INC~					
25-02242	08/22/25	FILTER HEAD/DPW	Open	\$320.58	\$0.00		
02108		KEEN COMPRESSED GAS CO*					
25-02213	08/19/25	BOTTLED GAS/DPW	Open	\$144.33	\$0.00		
02247		LAWSON PRODUCTS, INC. ~					
25-01913	07/11/25	SUPPLIES FOR GARAGE/DPW	Open	\$693.38	\$0.00		
02262		FBI/LEEDA*					
25-02002	07/24/25	SLI - EGG HARBOR TWP TRAINING	Open	\$795.00	\$0.00		
02334		LOWER TWP CHAMBER OF COMMERCE					
25-02169	08/12/25	Memb. Dues - 10/1/25-9/30/26	Open	\$175.00	\$0.00		
02541		ROBERT D. MARTIN, JR					
25-02295	08/27/25	MEDICAL CLAIMS	Open	\$159.79	\$0.00		
02991		NJ CONFERENCE OF MAYORS					
25-02294	08/27/25	2025 Membership Dues	Open	\$650.00	\$0.00		
03158		NAYS					
25-02196	08/13/25	RE-CERT OF FOOTBALL COACHES	Open	\$320.00	\$0.00		
25-02202	08/13/25	RE-CERT CHEER COACHES	Open	\$60.00	\$0.00		
		Vendor Total:		\$380.00			
03305		PEDRONI FUEL*					
25-02247	08/22/25	NO LEAD GAS/8.12.25/DPW	Open	\$716.67	\$0.00		
03449		EUROFINS ENVIRONMENT TESTING					
25-01099	04/28/25	2025 SEASONAL POOL CONTRACT	Open	\$430.00	\$0.00		B
03537		RUTGERS, THE STATE UNIVERSITY*					
25-00391	02/06/25	ZONING CERTIFICATION TRAINING	Open	\$759.00	\$0.00		
25-02231	08/21/25	Real Property Appraisal 2	Open	\$853.00	\$0.00		
		Vendor Total:		\$1,612.00			
03660		SIRCHIE FINGERPRINT LAB. INV.*					
24-02948	11/12/24	INVESTIGATIVE SUPPLIES	Open	\$678.82	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03692 25-02297	08/27/25	SOUTH JERSEY GAS CO* SOUTH JERSEY GAS JULY/AUG	Open	\$62.48	\$0.00		
03810 25-02239	08/22/25	MUNICIPAL UTIL AUTH USAGE COST MUA WATER-SEWER 4/15- 7/15/25	Open	\$2,080.69	\$0.00		
03820 25-02192	08/13/25	MUNICIPAL UTIL. AUTH ON CALL REIMBURSEMENT HALF TOTAL BILL	Open	\$341.05	\$0.00		
03915 25-02222	08/19/25	TURF EQUIPMENT & SUPPLY CO ~ STARTER/DPW	Open	\$294.71	\$0.00		
25-02248	08/22/25	BLADE MEDIUM FLOW/DPW	Open	\$329.13	\$0.00		
Vendor Total:				\$623.84			
04097 25-02210	08/14/25	CINTAS FIRST AID AND SAFETY* COURT - MEDICINE CABINET SERVI	Open	\$24.12	\$0.00		
25-02227	08/19/25	MEDICAL CABINET - LTPD	Open	\$73.20	\$0.00		
25-02236	08/21/25	TOWNHALL RESTOCK	Open	\$53.70	\$0.00		
25-02254	08/22/25	RE-STOCK REC & POOL	Open	\$104.93	\$0.00		
Vendor Total:				\$255.95			
04266 25-02243	08/22/25	NJ DEPT OF HEALTH&SENIOR SVCS July, 2025	Open	\$39.60	\$0.00		
05083 25-02253	08/22/25	ALLEGRA MARKETING,PRINT & MAIL 911 CEREMONY POSTERS	Open	\$95.00	\$0.00		
6056 25-02278	08/27/25	PHYLLIS MULDOON REIMBURSEMENT- BENEFIT TICKETS	Open	\$29.99	\$0.00		
6059 25-02291	08/27/25	USABLE LIFE SEPT 2025 LIFE INS	Open	\$938.25	\$0.00		
6063 25-00105	01/13/25	CAPE MINING & RECYCLING, LLC* SUPPLIES FOR ROADS/DPW/JAN	Open	\$119.99	\$0.00		
6074 25-02084	07/29/25	CAPE ATLANTIC JUNIOR FOOTBALL 2025 LEAGUE FEES	Open	\$1,500.00	\$0.00		
7079 25-02191	08/13/25	SUBURBAN PROPANE L P* FREEMAN DOUGLASS PARK	Open	\$88.60	\$0.00		
25-02289	08/27/25	PROPANE- SHUNPIKE	Open	\$73.09	\$0.00		
Vendor Total:				\$161.69			
7098 25-02226	08/19/25	SHORE VETERINARIAN ANIMAL ANIMAL CONTROL CALLS JULY 2025	Open	\$750.00	\$0.00		
7139 24-03122	11/15/24	MRC INC* INSTALL OF SHADE	Open	\$900.00	\$0.00		
25-01950	07/15/25	GAME TIME 1/4"S.S.ANCHOR SHACK	Open	\$209.53	\$0.00		
Vendor Total:				\$1,109.53			

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7139		MRC INC*	Account Continued				
7578		SIGNALSCAPE INC*					
25-01262	05/19/25	UNIR-HD UPGRADE STAR WITNESS	Open	\$18,909.16	\$0.00		
7751		HOFFMAN'S EXTERMINATING					
25-00938	04/10/25	PEST CONTROL/CANAL PARK-YEARLY	Open	\$132.60	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
23-02340	09/14/23	RES#23-303 CO #1 ROTARY PARK	Open	\$8,240.00	\$0.00		B
23-02342	09/14/23	2023 STORMWATER GIS MAPPING	Open	\$16,585.00	\$0.00		B
23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	\$6,160.00	\$0.00		
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$17,134.47	\$0.00		B
24-03368	12/06/24	#24-372 BAY OUTFALL EXT #C059	Open	\$15,763.75	\$0.00		B
24-03455	12/19/24	#24-402 BEACH/DEL DNE 38K C061	Open	\$363.75	\$0.00		
25-00446	02/11/25	RES 2025-61 CARDINAL LT-C-062	Open	\$550.00	\$0.00		B
25-00517	02/21/25	2025-103 DEL BAY DR PUMP C064	Open	\$23.75	\$0.00		B
25-00696	03/12/25	RES#25-120 CO#3 CANAL PARK 30K	Open	\$1,370.00	\$0.00		
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$5,588.75	\$0.00		
25-00995	04/14/25	LTC052 HOLMES AVE CO #1	Open	\$25,400.00	\$0.00		B
25-01199	05/12/25	RES 2025-178 LTC067 CLEM SEWER	Open	\$4,577.50	\$0.00		B
25-01257	05/19/25	RES#25-155 PICKLE BALL COURTS	Open	\$13,212.50	\$0.00		B
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$2,530.00	\$0.00		B
		Vendor Total:		\$117,499.47			
7929		AMAZON CAPITAL SERVICES, INC ~					
25-02122	08/04/25	WATER DISPENSERS FOR TOWNSHIP	Open	\$2,149.87	\$0.00		
25-02161	08/12/25	HEAVY DUTY 3 MIL TRASH BAGS	Open	\$458.55	\$0.00		
25-02218	08/19/25	FS Amazon order	Open	\$96.32	\$0.00		
		Vendor Total:		\$2,704.74			
8072		JOHNSONS CONTROL SERCURITY *					
25-00621	03/05/25	FINGERPRINT MAINT AGREEMENT 25	Open	\$128.16	\$0.00		B
8128		SCOTT FIORE					
25-02284	08/27/25	SUMMER B-BALL OFFICIAL	Open	\$160.00	\$0.00		
8211		CONFIRE FIRE PROT SERV LLC*					
25-02145	08/08/25	DPW HYDRO TEST EXTINGUISHERS	Open	\$448.50	\$0.00		
25-02217	08/19/25	REC. FIRE ALARM INSPECTION	Open	\$1,240.00	\$0.00		
		Vendor Total:		\$1,688.50			
8248		JOHN OLIVA					
25-02282	08/27/25	SUMMER B-BALL OFFICIAL	Open	\$900.00	\$0.00		
8574		LESLIE G FOGG INC*					
25-02199	08/13/25	DISTRIBUTOR/DPW	Open	\$50.00	\$0.00		
8908		COMCAST BUISNESS PHONES					
25-02261	08/26/25	COMCAST ACCT# 905366178 AUGUST	Open	\$1,314.97	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8927 25-02281	08/27/25	TIM CASWELL SUMMER B-BALL OFFICIAL	Open	\$900.00	\$0.00		
8972 25-02250	08/22/25	THE HOME CITY ICE COMPANY ~ ICE /DPW	Open	\$250.60	\$0.00		
9021 25-02198	08/13/25	NATIONAL HIGHWAY PRODUCTS INC~ BLADES COMPLETE/DPW	Open	\$712.50	\$0.00		
9097 25-02260	08/26/25	GREG HARRON VISION REIMBURSEMENT	Open	\$150.00	\$0.00		
9140 25-02283	08/27/25	BILL MULLIGAN SUMMER B-BALL OFFICIAL	Open	\$280.00	\$0.00		
9212 25-01880	07/09/25	OMG NATIONAL PROMOTIONAL ITEMS FOR NNO	Open	\$1,004.22	\$0.00		
9224 25-02259	08/26/25	CHRISTINA LEWIS VISION REIMBURSEMENT	Open	\$175.00	\$0.00		
9279 25-01069	04/23/25	MUNICIPAL EMERGENCY SERVICES BALLISTIC VESTS	Open	\$8,230.00	\$0.00		
9296 25-02238	08/22/25	ALTEK BUSINESS SYSTEMS INC KYOCERA/ECOSYS DET. PD- AUGUST	Open	\$127.24	\$0.00		
9393 25-01397	06/02/25	TURTLESINGER INC. LIVE TURTLE EVENT- 8/22/25	Open	\$300.00	\$0.00		
9423 25-01943	07/15/25	GLOBAL SOLUTIONS & TRAINING PISTOL INSTRUCTOR DEVELOPMENT	Open	\$500.00	\$0.00		
9425 25-01978	07/18/25	PARKER J. LENGLE ENTERTAINMENT FOR NNO	Open	\$300.00	\$0.00		
9432 25-02026	07/25/25	DANIEL BATZELL B-221 L-7 BATZELL	Open	\$331.17	\$0.00		
9445 25-02211	08/14/25	TWIN ROCKS WATER COURT WATER DELIVERY 8/2025	Open	\$79.96	\$0.00		
25-02228	08/19/25	25 BOTTLES 5GAL + BOTTLE DEP.	Open	\$499.75	\$0.00		
25-02237	08/21/25	TOWNHALL WATER DELIVERY- AUG	Open	\$199.89	\$0.00		
Vendor Total:				\$779.60			
9451 25-02190	08/13/25	CHRISTOPHER SHIVERS REFUND- SUMMER CAMP	Open	\$240.00	\$0.00		
9453 25-02052	07/25/25	CAPITAL ONE TRADE CREDIT MONTHLY- JULY '25	Open	\$418.40	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9455 25-02262	08/26/25	EILEEN MCDEVITT-LAFFEY VISION REIMBURSEMENT	Open	\$70.00	\$0.00		
BIRCH 25-02251	08/22/25	BIRCH'S COMMUNICATIONS LLC* REPAIR LIGHT BAR/DPW	Open	\$230.00	\$0.00		
CMCHE005 25-02245	08/22/25	CMC HERALD FS 08.20.25 special mtg ad	Open	\$29.92	\$0.00		
G-POS 25-01896	07/09/25	POSITIVE PROMOTIONS NNO PROMOTIONS	Open	\$3,004.00	\$0.00		
SIXSM 25-01026	04/21/25	LLOYD SIXSMITH* Council Shirts	Open	\$79.90	\$0.00		
25-01379	05/30/25	REC EMPLOYEE SHIRTS	Open	\$179.75	\$0.00		
25-01714	06/17/25	Council Shirts	Open	\$389.35	\$0.00		
Vendor Total:				\$649.00			
TACPR 25-02193	08/13/25	TAC PRINTING & MARKETING SERV* BUSINESS CARDS (PATRICK WOOD)	Open	\$59.00	\$0.00		
25-02216	08/19/25	BUSINESS CARDS	Open	\$354.00	\$0.00		
Vendor Total:				\$413.00			

Total Purchase Orders: 107 Total P.O. Line Items: 0 Total List Amount: \$1,045,763.46 Total Void Amount: \$0.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025

Julie A Picard, Township Clerk

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

RESOLUTION #2025-295

Title : APPROVAL OF CHANGE ORDER #3 FOR DeBLASIO & ASSOCIATES FOR THE WATER MAIN DESIGN SERVICES FOR THE PUBLIC WORKS ADMINISTRATION BUILDING (LT-C-048)

WHEREAS, DeBlasio and Associates were awarded a professional Service Contract by Resolution #2024-64 on January 17, 2024 for the Concept Design and Site Remediation Investigation Phase of the Public Works Administration Building (LT-C-048) for \$20,000.00; Change Order #1 was awarded by Resolution #2024-179 on May 20, 2024 for \$7,000.00; Change Order #2 was awarded by Resolution #2024-288 on September 4, 2024 for the Final Design Phase for \$190,000.00; and

WHEREAS, DeBlasio & Associates provided a proposal to provide Design Phase for the Water Main for the Public Works Administration Building (LT-C-048) Survey and Base Mapping/Design Plans and Specifications for a fee of \$15,000.00; and

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

Appropriation: Ord #24-07 C-04-55-440-910

Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding is awarded as follows:

1. The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$15,000.00 is hereby approved:

Survey and Base Mapping		
Design Plans and Specifications	Total	\$15,000.00

BE IT FURTHER RESOLVED that Change Order #1 for DeBlasio and Associates is hereby approved to increase the contract total to \$232,000.00.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025

Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

August 18, 2025

VIA EMAIL

Gary Douglass, Superintendent of Public Works
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
Lower Township Public Works Building – *Water Main Design Services*
D&A File #: LT-C-048**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. (D&A) is pleased to submit the following scope of work and professional service fee to perform the engineering services for the **Lower Township Public Works Building - Water Main Design Services**.

1.0 Scope of Work

As discussed, the intent of the Township to install an 8" PVC water main from Town Bank Road along Seashore Road to the proposed public works building. The proposed improvements will be added to the current LTMUA construction project for installation by P&A Construction Inc. A survey of the roadway will be conducted by D&A which will be utilized for this project.

2.0 Scope of Services

A. Preparation of Construction Documents

1. Construction documents are drawings and specifications that will be utilized to obtain a change order to the current LTMUA North Cape May Water Main Replacement project, preparation of final opinion of construction costs of the project for the construction of the sitework by the contractor. The construction documents will be based on the approved design development drawings and any further minor adjustments in the scope or quality of the project.
2. Enclosed please find one (1) copy of the project location map and the engineer's estimate for your reference. Please note that this proposal does not include any construction phase services. Our office can provide a proposal for these services upon request.

3.0 Schedule and Fee

DeBlasio & Associates, P.C. will commence these services once the proposal is approved by the Township. Our professional service fee to complete the above referenced scope of work is a lump sum fee of **\$15,000.00**. Our fee will be invoiced on a percent complete by phase basis in accordance with the following phase schedule:

➤ Engineering & Survey Phase Cost:	\$15,000.00
• Survey and Base Mapping	
• Design Plans and Specifications	

Total Professional Service Fee	\$15,000.00
---------------------------------------	--------------------

DeBlasio & Associates, P.C. looks forward to the opportunity of working with the Township of Lower on the **Lower Township Public Works Building – *Water Main Design Services***.

Should you have any questions or require additional information, please do not hesitate to contact me in our Wildwood office at (609) 854-3311. We thank you for the opportunity to submit this proposal.

Sincerely,

DeBlasio & Associates, P.C.



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

President

T: 609-854-3311

Marc@deblasioassoc.com

cc: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Finance (via email)



PLAN
NOT TO SCALE

PRELIMINARY 02/11/2025



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COPYRIGHT 2008, DEBLASO & ASSOCIATES, P.C. - ALL RIGHTS RESERVED. NOT COPYING OR REUSE OF THIS ACCOUNT OF PORTFOLIO MEMOIRY FOR OTHER THAN THE ORIGINAL PRODUCT OR FOR PURPOSES ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF DEBLASO & ASSOCIATES, P.C. OR ITS OWNERS.

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**PUBLIC WORKS
WATERMAIN DESIGN**

**DEBLASIO &
ASSOCIATES**

475 NEW JERSEY AVENUE
NEW YORK, NY 10022
PHONE (212) 854-3371
FAX (212) 854-4323
Distribution of Information to the Government

PUBLIC WORKS BUILDING
REPLACEMENT
TOWNSHIP OF LOWER
CAPE MAY COUNTY, NEW JERSEY

MARCO A. DEBLASIO, PE		24
New Jersey Division of Public Safety		
DOB	01-01-1960	25

CONSTRUCTION COST ESTIMATE (P&A CONSTRUCTION)

Client: Lower Township Municipal Utilities Authority/Township of Lower

Date: July 25, 2025

Project Name:

Seashore Road Water Main Extension

D&A Project #: LT-C-48.01

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$10,000.00	\$10,000.00
2	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$15,000.00	\$15,000.00
3	TEST PIT	UNIT	0	3	3	\$300.00	\$900.00
4	DENSE GRADED AGGREGATE BASE COURSE	C.Y.	835	50	885	\$0.01	\$8.85
5	HOT MIX ASPHALT SURFACE COURSE, MIX 12.5M64, 2" THICK	TON	50	20	70	\$120.00	\$8,400.00
6	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4" THICK	TON	200	20	220	\$1.00	\$220.00
7	HMA MILLING, 2" DEPTH	S.Y.	250	0	250	\$5.50	\$1,375.00
8	8" POLYVINYL CHLORIDE (PVC) WATER MAIN	L.F.	1,410	0	1,410	\$104.25	\$146,992.50
9	8" RESILIENT SEAT GATE VALVE	UNIT	3	0	3	\$2,750.00	\$8,250.00
10	8" x 8" DUCTILE IRON MECHANICAL JOINT TEE FITTING	UNIT	2	0	2	\$1,500.00	\$3,000.00
11	8" DUCTILE IRON 22.5 DEGREE MECHANICAL JOINT BENDS	UNIT	2	0	2	\$600.00	\$1,200.00
12	8" DUCTILE IRON 11.25 DEGREE MECHANICAL JOINT BENDS	UNIT	1	1	2	\$600.00	\$1,200.00
13	FIRE HYDRANT ASSEMBLIES, COMPLETE	UNIT	1	0	1	\$10,000.00	\$10,000.00
14	WATER SERVICE, 3/4" COMPLETE, MOLE INSTALLATION	UNIT	18	0	18	\$2,600.00	\$46,800.00
15	WATER SERVICE, 2" - COMPLETE	UNIT	1	0	1	\$6,000.00	\$6,000.00
16	8" x 8", WET TAP ASSEMBLY COMPLETE	UNIT	1	0	1	\$15,000.00	\$15,000.00

TOTAL ESTIMATED CONSTRUCTION COST, ITEMS 1 - 16: \$274,346.35

10% CONTINGENCY: \$27,434.64

TOTAL: \$301,780.99

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:


 Marc DeBlasio, P.E., Township Engineer

07/25/2025
 Date

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

RESOLUTIUN #2025-296

Title: REAPPOINTMENT TO THE PLANNING BOARD

WHEREAS, Steven Morris's Class 4 Regular Member on the Planning Board, had a term which expired, and has requested reappointment to the Board; and

WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following appointment be made:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Steven A Morris	Regular Member	September, 2029

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

jpocard

From: Steve Morris <steve@morrislawcm.com>
Sent: Thursday, August 21, 2025 12:59 PM
To: jpocard
Cc: Patrick Wood
Subject: External Re: Re-Appointment to Board

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julie,

Good afternoon. Requesting my reappointment to the Planning Board.

Thank you.

-Steve

Steven A. Morris, Esq.

The Morris Law Firm LLC

860 Broadway - Suite B

W. Cape May, NJ 08204

(609) 650-2520

Steve@MorrisLawCM.com

MorrisLawCM.com



From: jpocard <jpocard@townshipoflower.org>
Sent: Thursday, July 17, 2025 3:52 PM
To: Steve Morris <steve@morrislawcm.com>
Cc: Patrick Wood <pwood@townshipoflower.org>
Subject: Re-Appointment to Board

Hi Steve –

Can you please send me an email requesting you be re-appointed to the board? Your term expired 6/2025.

Thank you!

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

RESOLUTION #2025-297

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND COOPER UNIVERSITY HOSPITAL CAPE REGIONAL - CAPE ADDICTION RECOVERY SERVICES TO PROVIDE SERVICES TO INDIVIDUALS SUFFERING FROM SUBSTANCE ABUSE DISORDERS

WHEREAS, the Township of Lower is a municipal corporation of the State of New Jersey; and

WHEREAS, Cooper University Hospital Cape Regional – Cape Addiction Recovery Services (“CARES”) operates a Mobile Response Team which maintains an overdose follow-up program that allows CARES to visit with individuals who have recently suffered a drug overdose, either on scene, or within 24 hours after the overdose to provide the individual with recovery information and services; and

WHEREAS, on June 1, 2022, the Township Council of the Township of Lower adopted Resolution 2022-213 authorizing the execution of a Memorandum of Agreement with CARES to provide services to individuals suffering from substance abuse disorders for a term of one (1) year with two (2) additional one (1) year renewal terms; and

WHEREAS, since the adoption of Resolution 2022-213, the CARES Mobile Response Team has successfully engaged numerous individuals following overdose incidents, providing them with critical recovery resources, support, and referrals, and the program has demonstrated measurable success in helping participants begin the path toward recovery, thereby underscoring the importance of renewing the Township's agreement with CARES; and

WHEREAS, in an effort to continue to combat the opioid epidemic which is still impacting communities throughout the United States of America, the Township of Lower seeks to execute a new Memorandum of Agreement with CARES in order to provide recovery information and services to individuals who are struggling with substance abuse related disorders and who have suffered an overdose in Lower Township.

NOW THEREFORE, be it resolved by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the attached Memorandum of Agreement by and between the Township of Lower and Cooper University Hospital Cape Regional - Cape Addiction Recovery Services is hereby approved, and the Mayor and Clerk are authorized and directed to execute same.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

**COOPER UNIVERSITY HOSPITAL CAPE REGIONAL
CAPE ADDICTION RECOVERY SERVICES**

DATED

A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND COOPER
UNIVERSITY HOSPITAL CAPE REGIONAL – CAPE ADDICTION RECOVERY SERVICES TO
PROVIDE SERVICES AND ASSISTANCE TO INDIVIDUALS SUFFERING FROM
SUBSTANCE ABUSE DISORDERS

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA" or "Agreement") is made this day of _____, 2025 by and between the **TOWNSHIP OF LOWER** (hereinafter "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and **COOPER UNIVERSITY HOSPITAL CAPE REGIONAL, D/B/A CAPE ADDICTION RECOVERY SERVICES** (hereinafter "CARES"), whose administrative offices are located at 2 Stone Harbor Boulevard, Cape May Court House, New Jersey 08210, and who may collectively be denominated as the "Parties" in this Memorandum of Agreement, and each may be called, separately, a "Party."

WITNESSETH:

WHEREAS, the Township is a municipal corporation of the State of New Jersey located in Cape May County; and

WHEREAS, CARES operates a Mobile Response Team which maintains an overdose follow-up program that allows CARES to visit with individuals who have recently suffered a drug overdose, either on scene, or within 24 hours after the overdose to provide the individual with recovery information and services; and

WHEREAS, CARES has provided the Township with a proposal outlining the services to be provided by the CARES Mobile Response Team and the overall goals and objectives of the follow-up program, a copy of which is attached hereto as Exhibit A, and which is incorporated herein by reference; and

WHEREAS, in an effort to combat the opioid epidemic which is impacting communities throughout the United States of America, the Township of Lower seeks to enter into this Memorandum of Agreement with CARES in order to provide recovery information and services to individuals who are struggling with substance abuse related disorders and who have suffered an overdose in Lower Township.

NOW THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, and for other valuable consideration, the receipt of which is acknowledged by the parties, do hereby adopt and endorse the following Memorandum of Agreement outlining the rights, responsibilities and obligations of the parties.

1. **PREAMBLE:** All of the Statements of the Preamble to this Memorandum of Agreement are repeated and incorporated herein by reference as if set forth in full.

2. **TERM:** The terms of this Memorandum of Agreement shall take effect September 4, 2025 (the "Commencement Date") for a period of one (1) year, through September, 2026, with an option for two (2) additional one (1) year extensions.

3. TOWNSHIP RESPONSIBILITIES:

(a) When responding to emergency calls or calls for assistance involving substance abuse related overdoses, Lower Township Police Officers will request that individuals who have experienced an overdose execute a Health Insurance Portability and Accountability Act (hereinafter "HIPAA") release form, if required, after individuals who have experienced a substance abuse related overdose are stabilized to allow the Lower Township Police Department to contact and refer individuals to the CARES Mobile Response Team.

(b) Following the execution of a HIPAA release form, if a form is required, Lower Township Police Officers will contact and refer individuals to the CARES Mobile Response Team when they respond to an emergency call or call for assistance and find that an individual has experienced a substance abuse related overdose.

4. CARES RESPONSIBILITIES:

(a) CARES shall provide services to the Township in accordance with the terms and provisions set forth in this Contract and the Mobile Response Team Toolkit Proposal, a copy of which is annexed hereto as Exhibit A.

(b) CARES will provide on-call coverage and engage and provide

(c) Upon receipt of a referral from the Lower Township Police Department, a CARES Mobile Response Team member will provide on-call coverage and travel to the scene of the overdose to provide non-clinical assistance, recovery supports, and information to individuals who are struggling with substance abuse related disorders and who have suffered an overdose here in Lower Township.

(d) CARES will provide the individual who experienced the overdose with a dose of Narcan and provide on-site training associated with the use of same.

5. INDEPENDENT CONTRACTOR: It is mutually understood and agreed, by and between the Parties, that in the performance of the duties and obligations by the Parties to this Agreement, each Party is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

The Township shall not have nor exercise any control or direction over the methods by which CARES and its employees perform their work and functions excepting that CARES and its employees shall perform their work and duties in accordance with the current approved methods and practices in their profession. The Township's sole interest is to ensure that the services are performed in a competent, efficient and satisfactory manner.

CARES shall have no responsibility for any of the Township's debts, liabilities, or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of the Township, its elected and un-elected officials, directors, officers, employees, agents and affiliates.

The Township may not bind CARES in any way whatsoever with respect to third parties.

6. TERMINATION: Notwithstanding the foregoing, this Memorandum of Agreement may be terminated without cause by either Party, upon one Party giving thirty (30) days written notice to the other Party. In addition, this MOA may be terminated upon the occurrence of any of the following events:

(a) Termination by Breach or Default

- (i) This Agreement may be terminated by reason of material breach or default of a party (the "Defaulting Party") of any terms, covenants or conditions contained in this Agreement.
- (ii) Written notice of the breach and or default, detailing such breach or default, shall be provided by the non-defaulting party to the Defaulting Party.
- (iii) The Defaulting Party shall have 30 days to cure the Breach or default by written documentation or proofs of cure to the non-defaulting party. The non-defaulting party may allow, for cause, an additional 30-day cure period. The failure to cure the breach or default within the time allotted shall cause this Agreement to be immediately terminated.

7. INSURANCE AND INDEMNIFICATION:

(a) Insurance.

(i) The Parties agree that during the term of this Memorandum of Agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for actions or omissions, subject to any applicable exclusions contained within either parties' respective general and/or comprehensive liability policies, charged against either or both parties during the term of this Memorandum of Agreement. The Parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Memorandum of Agreement. The Parties agree to submit a copy of this Memorandum of Agreement to their respective insurance carriers prior to the execution of same.

(ii) In addition, CARES shall carry general liability insurance in the amount of \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate covering CARES, its officers, servants and employees in the amount not less than above. CARES will also carry commercial excess limited liability coverage in the amount of \$2,000,000.00 per occurrence/\$4,000,000.00 in the aggregate.

(iii) CARES shall carry medical malpractice/professional liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) dollars annual aggregate.

(iv) CARES shall maintain Workers Compensation insurance as required by the Laws of the State of New Jersey for its employees/independent contractors. It is understood and agreed between the Parties that neither party will be responsible for adding the other as an additional insurance under any applicable Workers Compensation insurance policy.

(v) CARES shall carry Motor Vehicle insurance in the amount of \$1,000,000.00 limited liability coverage and \$1,000,000.00 uninsured motorist coverage.

(b) Indemnification.

The parties represent that each is insured for liability purposes and agree to remain insured by for so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this agreement) (collectively "claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or CARES or any employees, agents or officers thereof or acting on that Party's behalf, related to, either directly or indirectly, the performance by such Party contemplated by this Agreement.

(c) Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Memorandum of Agreement.

8. LIMITATION OF LIABILITY: Except for gross negligence or willful misconduct, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. NOTICES: Notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or by recognized overnight courier or by certified or registered mail, postage prepaid, return receipt requested, addressed as follows, or if notice of a different address has been given, to such different address:

To the Township:	Township of Lower
	2600 Bayshore Road
	Villas, NJ 08251
	Attention: Township Clerk

With a copy to:

The Belasco Law Firm, LLC
111 E. 17th Avenue, Suite 100
North Wildwood, NJ 08260

To CARES:

Cooper University Hospital Cape Regional
2 Stone Harbor Boulevard
Cape May Court House, NJ 08210

With a copy to:

10. ASSIGNMENT: The rights and the obligations under this Memorandum of Agreement shall not be assigned by either party without the express written consent of the other.

11. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. The Parties agree that any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be submitted to mediation prior to commencing any action in the Cape May County Superior Court. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County subsequent to attempting to resolve said controversy and/or claim through mediation.

12. ENTIRE AGREEMENT: The terms of this Memorandum of Agreement represent the entire agreement between the parties with respect to the subject matter hereof and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

13. SEVERABILITY: If any part of this Memorandum of Agreement shall be held to unenforceable or invalid the remainder of the Memorandum of Agreement shall nevertheless remain in full force and effect.

14. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Memorandum of Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver of relinquishment of the same or any other right or power at any other time.

15. FORCE MAJEURE. No Party shall be liable for any delay or default in performing its obligations (other than payment obligations) if such default or delay is caused by any event beyond the reasonable control of such Party, including, but not limited to, acts of nature, war or insurrection, civil commotion, earthquake, fire, storm or flood, labor disturbances, epidemic, or other similar events.

16. NO THIRD-PARTY RIGHTS. Nothing in this MOA shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

17. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL: The parties acknowledge that this Memorandum of Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes. This Memorandum of Agreement may be executed in counterparts by the respective parties which together constitute a complete original Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement the date first above written.

ATTEST:

TOWNSHIP OF LOWER

Julie Picard, Township Clerk

Frank Sippel, Mayor

ATTEST:

COOPER UNIVERSITY HOSPITAL
CAPE REGIONAL

Sueanne Agger, Program Director

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

RESOLUTION #2025-298

Title: APPROVAL FOR SAVE A LIFE DAY – SEPTEMBER 25, 2025

WHEREAS, Cape Assist has requested permission to host an event called “Save a Life Day” Thursday, September 25, 2025 at Clem Mulligan Field; and

WHEREAS, Cape Assist has provided the Township with a certificate of Liability Insurance and has received approval from the Lower Township Police Department and the Lower Township Recreation Department.

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 event to take place.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

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

RESOLUTION #2025-299

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A LOCATION RELEASE FORM IN CONNECTION WITH THE FILM WHISPERS FROM THE FORGOTTEN

WHEREAS, on May 18, 2024, the Lower Township Historic Preservation assisted in filming portions of the documentary film entitled "Whispers from the Forgotten" at the Fishing Creek Schoolhouse, a municipal building owned by the Township of Lower, highlighting the inspirational stories of local veterans interred at the Union Bethel Civil War Cemetery; and

WHEREAS, New Jersey PBS has expressed an interest in broadcasting the film beginning in the Fall of 2025, provided that the producers secure appropriate release forms for all individuals and locations appearing in the production; and

WHEREAS, at the time of filming, a location release form had not been executed for the Fishing Creek Schoolhouse, and the Township of Lower has now been requested to execute such a release to permit the use of the premises as shown in the film; and

WHEREAS, the Township Council of the Township of Lower finds that the execution of the execution of the release form is in the best interest of the Township of Lower, as the broadcast of the film will promote the Township's rich history, culture, and community pride.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Mayor and/or Township Manager are hereby authorized to execute the Location Release Form on behalf of the Township of Lower for the use of the Fishing Creek Schoolhouse in connection with the film Whispers from the Forgotten.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

LOCATION RELEASE FORM

I, the undersigned hereby grant permission to **Timothy Millaway** the right to enter and remain upon Fishing Creek School, (the Property), which shall include not only real property but any fixtures, equipment or other personal property thereat or thereon, located at **2102 Bayshore Rd., Lower Township, NJ**, with personnel and equipment (including without limitations, props, temporary sets, lighting, camera and special effects equipment) for the purpose of photographing scenes and making recordings of said Property in connection with the production of a digital media text on the following date(s): **May 18, 2024**.

This permission includes the right to take motion pictures, videotapes, still photographs and/or sound recordings on and of any and all portions of the Property and all names associated there with or which appear in, on or about the Property.

This permission also grants all rights of every nature whatsoever in and to all films and photographs taken and recordings made hereunder, including without limitation of all copyrights therein and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit in perpetuity throughout the universe (in whole or in part) such films, photographs and recordings in any and all media, whether now known or hereafter devised, including without limitation in and in connection with the documentary video and the advertising and other exploitation thereof.

I certify that I have the full right and authority to enter into this agreement and grant the rights herein granted, and that the consent or permission of no other person, firm, or entity is necessary in order to enable you to exercise or enjoy the rights herein granted.

ACCEPTED & AGREED TO:

Frank S. Pol
NAME (please print)

ADDRESS
Township of Lower
2102 Bayshore Rd
Ville, NJ 08257

SIGNATURE [Signature]

DATE 5/24/2025

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

RESOLUTION #2025-300

Title: **A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE DELAWARE RIVER AND BAY AUTHORITY TO ESTABLISH A REUNIFICATION CENTER IN THE EVENT OF A MASS CASUALTY EVENT ON THE AUTHORITY'S PROPERTIES**

WHEREAS, the Delaware River and Bay Authority (hereinafter the "Authority") has requested authorization to use and occupy Township property, specifically the Lower Township Recreation Center, to establish a Reunification Center in the event of a future mass casualty incident or criminal act resulting in a death on the Authority's properties, including the Cape May Lewes Ferry vessels or terminal, and the Cape May County Airport, for the purpose of reuniting parents with children and family members following the stabilization of such an incident; and

WHEREAS, the Township of Lower has agreed to permit the Authority to use and occupy the Lower Township Recreation Center for this purpose, if the need arises in the future; and

WHEREAS, the Township of Lower and the Authority have negotiated a Memorandum of Agreement, a copy of which is attached hereto, which memorializes the terms, conditions, and responsibilities associated with the Authority's use of the Reunification Center;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached Memorandum of Agreement is hereby approved and the Mayor and Township Clerk are hereby authorized to sign same, and thereafter provide a copy of this Resolution and the executed Memorandum of Agreement to representatives from the Delaware River and Bay Authority.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 3, 2025.

Julie A Picard, Township Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
LOWER TOWNSHIP, NEW JERSEY
AND
THE DELAWARE RIVER AND BAY AUTHORITY**

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into this ____ day of _____, 2025, by and between the Township of Lower (hereinafter the "Township"), a municipal corporation of the State of New Jersey, whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08210, and The Delaware River and Bay Authority (hereinafter the "Authority"), a bi- state agency created pursuant to the Delaware-New Jersey Compact, 17 Del. C §1701 and N.J.S.A. 32:11E-1, et seq., having its principal place of business located at 2162 New Castle Avenue, New Castle, Delaware 19720. The Township and the Authority each may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Authority desires to use and occupy certain premises located on Township property, identified herein, for a Reunification Center in the event of a mass casualty incident or criminal act resulting in a death on the Authority's properties (hereinafter referred to as an "Incident"), including the Cape May Lewes Ferry vessels or terminal, or the Cape May Airport, for the purpose of reuniting parents with children and family members following the stabilization of an Incident (hereinafter referred to as the "Authority's Purpose"); and

WHEREAS, the Township is willing to permit the Authority to use and occupy these premises for the Authority's Purpose, subject to and in accordance with the provisions, covenants, terms, and conditions as set forth herein; and

WHEREAS, each Party represents to the other that it has the authority to enter into this MOA; and

WHEREAS, the Township and the Authority desire to delineate in writing the provisions, covenants, terms, and conditions by which the Township will agree to permit the Authority to use and occupy the Facility specified by this MOA.

NOW THEREFORE in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to their successors and assigns, do mutually promise, covenant and agree as follows:

1. Recitals. The above recitals are incorporated as if fully set forth herein.

2. Reunification Center. The Township hereby agrees to permit the Authority the non-exclusive use of the Lower Township Recreation Center, located at 2600 Bayshore Rd #1, Villas, NJ 08251 (hereinafter referred to as the "Facility"), to be used by the Authority for the Authority's Purpose.

3. Right of Refusal. The Township reserves the right to refuse access to the Facility due to circumstances that would preclude its use including, but not limited to, ongoing construction projects, previous commitments, or other operational needs.

4. Prohibited Behavior. Disrespectful, disruptive, or threatening behavior is prohibited. The Township reserves the right to deny entry or summon law enforcement if behavior presents a danger. The use of tobacco, alcohol, and illicit drugs is prohibited.

5. Equipment, Facilities, and Services. During the term of occupancy, the Township agrees to permit the Authority to use the Facility's equipment and services as outlined in Exhibit B, attached hereto.

5.1 Use Standards. The Authority agrees to use the Facility in a manner consistent with acceptable business practices, to take good care of the Facility and surrender it in a condition reflecting reasonable use and wear. The Authority is responsible for providing its own staff, IT equipment, and internet access for Reunification Center operations.

5.2 Supporting Agencies. The Township consents to the Authority allowing other governmental and non-governmental organizations to use the Facility for supporting the Authority's Purpose. The Authority will ensure these entities comply with the standards in Section 5.1.

6. ADA Compliance. The Township will ensure that the Facility is accessible and compliant with the Americans with Disabilities Act (ADA) of 1990 and its amendments; however, the Township shall not be obligated to undertake additional renovations beyond what the ADA requires.

7. Common Areas.

- **7.1** "Common areas" refer to areas of the Facility not designated for Reunification Center use.
- **7.2** The Township retains control of common areas and may modify them at its discretion for operational needs.

8. Replacement and Repair of Equipment. The Township will maintain its equipment and arrange for necessary repairs. If damage is caused by the Authority or its invitees, the Authority shall be responsible for repair costs as outlined in Section 14.

9. Term of Occupancy. The Authority may use the Facility for one (1) week per Incident unless sooner vacated. The Authority may terminate use with forty-eight (48) hours' notice and must follow closure procedures in Section 21.

10. Payment. The Township agrees to waive fees for use of the Facility in recognition of the importance of the Authority's Purpose.

11. Term. This MOA shall become effective _____, 2025, and remain in effect for two (2) years. It may be renewed by mutual written agreement and may be terminated by either Party with thirty (30) days' written notice.

12. Notices. Notices shall be delivered by certified or overnight mail.

- **To the Township:**

Gary Douglass
Lower Township OEM Coordinator
2600 Bayshore Road
Villas, NJ 08251

—with a copy to—

Mike Laffey
Lower Township Administrator
2600 Bayshore Road
Villas, NJ 08251

- **To the Authority:**

Heath Gehrke
Director of Ferry Operations
1200 Lincoln Boulevard
North Cape May, NJ 08204

—with a copy to—

Joel Coppadge
Executive Director
Delaware River and Bay Authority
2162 New Castle Avenue
New Castle, DE 19720

13. Reimbursement of Costs. The Authority shall reimburse the Township for reasonable, incremental costs incurred due to use of the Facility, as itemized in Exhibit B, including utilities, janitorial, supplies, equipment, the salary of the Township employee required to be at the facility, and emergency services. Incremental costs for utilities will be calculated based upon the difference between the average utility bills for the three months prior to the period of use and the utility bills during the period of use. Supplies and employee salaries will be reimbursed at actual cost with no markup.

14. Damages.

- **14.1** The Authority will repair or reimburse the Township for any damage caused by its use of the Facility.

- **14.2** If the Authority fails to make repairs, the Township may perform them and bill the Authority, with payment due within ninety (90) days.

15. Dispute Resolution. Disputes will be addressed by the Parties' authorized representatives. If unresolved, they may be submitted to the American Arbitration Association for mediation.

16. Right of Entry. The Township may inspect the Facility during use to ensure compliance with this MOA.

17. Environmental Compliance. The Authority shall properly manage waste and use reasonable care to protect natural resources. The Township will maintain solid waste disposal contracts; however, the Authority reimburse the Township for any cost increases resulting from its use of the Facility. The Authority is responsible for hazardous or medical waste.

18. Snow Removal. Snow removal will be provided by the Township according to its established priorities.

19. Building Maintenance.

- **19.1** The Township will maintain the Facility in a usable condition, including emergency repairs.
- **19.2** Pest control services will be provided by the Township using an Integrated Pest Management program.

20. Signage. The Authority may post approved signs identifying the Reunification Center and must remove them after closure.

21. Closure Procedures. The Authority must notify the Township 48 hours before vacating. A joint inspection will occur, and the Authority must remove its property and leave the Facility in a broom-clean condition.

22. Food Services. If available, the Township's food service vendor may provide meals; otherwise, the Authority shall arrange for food. The Authority agrees to reimburse any costs incurred by the vendor.

23. Insurance and Indemnification. The Parties represent that each is insured for liability purposes and agree to remain insured for so long as this MOA remains in effect. The Parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurance to protect against liability arising from the provision of services under this MOA, and to maintain such coverages throughout the duration of this MOA.

The Parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in

equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this MOA) (collectively the "Claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or the DRBA or any employees, agents or officers thereof or acting on that Party's behalf, related to, either directly or indirectly, the performance by such Party contemplated by this MOA. Each Party is responsible for its own negligence or willful misconduct.

The Parties agree to submit a copy of this MOA to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this MOA they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this MOA. Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this MOA.

24. Independent Contractor. It is mutually understood and agreed, by and between the Parties, that in the performance of the duties and obligations by the Parties to this MOA, each Party is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

Neither Party shall exercise any control or direction over the methods by which the other Party or its employees perform their work and functions excepting that each Party and its employees shall perform their work and duties in accordance with the current approved methods and practices in their profession. Both Parties sole interest being to ensure that the services are performed in a competent, efficient and satisfactory manner.

Neither Party shall have responsibility for any of the other Party's debts, liabilities, or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of the other Party, its elected and un-elected officials, directors, officers, employees, agents and affiliates. Neither Party shall bind the other Party in any way whatsoever with respect to third parties.

25. Amendment. This MOA may be amended only by written agreement of both Parties.

26. Choice of Law. This MOA shall be governed by the laws of the State of New Jersey.

27. No Third-Party Beneficiaries. This MOA is only for the benefit of the Parties and does not create rights for third parties. The rights and the obligations under this MOA shall not be assigned by either party.

28. Entire Agreement. This MOA is the entire agreement between the Parties and supersedes all prior understandings.

29. Severability. If any part of this MOA shall be held to be unenforceable or invalid, the remainder of the MOA shall nevertheless remain in full force and effect

30. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this MOA at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver of relinquishment of the same or any other right or power at any other time.

31. Captions. Captions are for convenience and do not affect interpretation.

32. Authority. The parties acknowledge that this MOA has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes.

33. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement the date first above written.

ATTEST:

TOWNSHIP OF LOWER

Julie Picard, Township Clerk

Frank Sippel, Mayor

ATTEST:

DELAWARE RIVER AND BAY
AUTHORITY

Joel Coppadge, Executive Director

EXHIBIT A

Pre-Occupancy Survey of the Reunification Center

(attachment)

EXHIBIT B

The following equipment, facilities and/or personnel resources are agreed to be provided or otherwise made available by the Township to the Authority, for use by the Authority in conjunction with the Authority's Purpose:

- a) Telephones;
- b) Furniture; as mutually agreed in advance
- c) Lights;
- d) Electric and if applicable gas and/or oil (and facilities for transmitting the same);
- e) Hot and cold potable water (and facilities for transmitting the same);
- f) Access to bathroom facilities;
- g) Heating, air conditioning, ventilation;
- h) Material-handling equipment necessary for loading and unloading of delivery trucks supplying commodities to the Reunification Center, namely, at least one (1) forklift or pallet-jack (or equivalent machine) and operator;
- i) One (1) staff member knowledgeable of the operational systems and controls of the facility on-site at all times (24/7); and
- j) One (1) staff member with sufficient authority to act or make decisions on behalf of the State either located on-site, or easily available via phone/radio at all times (24/7).

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

RESOLUTION # 2025-301

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$12,000,000 GENERAL OBLIGATION BONDS, SERIES 2025, OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the Township, authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds, Series 2025, in the aggregate principal amount of \$12,000,000 (the "Bonds" or "General Obligation Bonds").

Section 2. The principal amount of bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances are respectively as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
23-08	Various 2025 Capital Improvements, Finally Adopted April 15, 2025	\$1,220,000	10.85 years
24-03	Various Roadway and Drainage Improvements, Finally Adopted May 20, 2026	\$3,420,000	20.00 years
24-04	Various 2026 Capital Improvements, Finally Adopted May 20, 2026	\$4,625,000	12.39 years
24-07	Construction of Public Works Building, Finally Adopted July 1, 2026	\$1,900,000	30.00 years
25-12	Various Capital Improvements, Finally Adopted April 21, 2025	\$835,000	11.23 years
TOTALS		\$12,000,000	

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not more than 17.11 years.

(b) The Bonds of the combined issue shall be designated "General Obligation Bonds, Series 2025" and shall mature within the average period of usefulness hereinabove determined.

(c) The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

Section 5. The Bonds shall mature in the principal amounts on October 1 in each of the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2026	\$660,000	2032	\$1,080,000
2027	780,000	2033	1,080,000
2028	840,000	2034	1,080,000
2029	900,000	2035	1,140,000
2030	960,000	2036	1,140,000
2031	1,020,000	2037	1,320,000

The Bonds of this issue maturing prior to October 1, 2033 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after October 1, 2033 are subject to redemption at the option of the Township, in whole or in part, on any date on or after October 1, 2032 in accordance with the terms provided in the Notice of Sale authorized herein and attached hereto as Exhibit B (the "Notice of Sale"). The Bonds shall be twelve (12) in number, unless the purchaser shall structure a portion of the serial maturities as one or more term bonds in accordance with the Local Bond Law and the Notice of Sale, with one bond certificate being issued for each year of maturity, and shall be designated and numbered GO-1 to GO-12, inclusive.

Section 6. The General Obligation Bonds are sometimes referred to hereinafter as the "Bonds".

Section 7. The Bonds will be issued in fully registered book-entry only form, without coupons. One certificate shall be issued for the aggregate principal amount of the Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository") for the Bonds. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases of the Bonds may be made in the principal amount of in \$5,000 each or any integral multiple thereof, through book entries made on the books and records of DTC and its participants. The Bonds will be dated the date of delivery and shall bear interest from the date of delivery, which interest shall be payable semiannually on the first (1st) day of April and October of each year (each an "Interest Payment Date"), until maturity or prior redemption, as applicable, commencing April 1, 2026, at such rate or rates of interest per annum as proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township, or some other paying

agent as the Township may designate and appoint, on the maturity dates and due dates and will be credited on the maturity dates and due dates to the participants of DTC as listed on the records of DTC as of each March 15 and September 15 preceding an Interest Payment Date (the "Record Dates"). The Bonds shall be executed by the manual or facsimile signatures of the Mayor or Acting Mayor (the "Mayor") and Chief Financial Officer or Acting Chief Financial Officer (the "Chief Financial Officer") or Manager (the "Manager") of the Township under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested to by the manual signature of the Clerk of the Township (the "Clerk" or "Township Clerk"). The following matters are hereby determined with respect to the Bonds:

Date of Bonds	Date of Delivery
Principal Payment Dates:	October 1, 2026 and each October 1 thereafter until maturity, or prior redemption, as applicable
Interest Payment Dates:	Semiannually on each April 1 and October 1 until maturity, or prior redemption, as applicable, commencing April 1, 2026
Place of Payment:	Cede & Co., New York, New York

Section 8. The Bonds shall be substantially in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of DTC, upon advice of Bond Counsel (as hereinafter defined).

Section 9. The Bonds shall be sold upon receipt of electronic proposals on Wednesday, September 24, 2025 at 11:00 a.m. by the Mayor, Manager or Chief Financial Officer of the Township via the Parity Electronic Bid Submission System ("PARITY") in accordance with the Notice of Sale authorized herein. The use of the services provided by PARITY and the fees associated therewith are hereby approved. Archer & Greiner P.C. ("Bond Counsel"), on behalf of the Township Clerk, is hereby authorized and directed, to arrange for (i) the publication of a summary of such Notice of Sale to be published not less than seven (7) days prior to the date of sale in The Bond Buyer, a financial newspaper published and circulating in the County of New York, New York, (ii) the publication of the full text of such Notice of Sale in the Press of Atlantic City and/or the Cape May Star and Wave, such Notice of Sale to be published not less than seven (7) days prior to the date of sale, and (iii) the posting of the full text of the Notice of Sale on the website provided by or for PARITY, and any of the aforesaid actions of Bond Counsel undertaken heretofore are hereby ratified and confirmed. Pursuant to N.J.S.A. 40A:2-34, the Township hereby designates the Mayor, Manager or Chief Financial Officer of the Township as the financial officer authorized to sell and to award the Bonds in accordance with the Notice of Sale authorized herein, and such financial officer shall report in writing the results of the sale to the Township Council at its regularly scheduled meeting thereafter. The Mayor, Manager or Chief Financial Officer is hereby further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Bonds. Bond counsel is hereby authorized and directed to close the Bonds with DTC.

Section 10. The full Notice of Sale and the summary Notice of Sale shall be substantially in the forms set forth in Exhibit B and Exhibit C, respectively, attached hereto with such additions, deletions and omissions as may be necessary for the Mayor, Manager or Chief Financial Officer to market the Bonds, upon advice of Bond Counsel and Municipal Advisor (as defined herein) to the Township.

Section 11. The Bonds shall have affixed thereto a copy of the written opinion with respect to such Bonds that is to be rendered by Bond Counsel. The Clerk of the Township is hereby authorized and directed to file a signed duplicate of such written opinion in the office of the Clerk of the Township.

Section 12. Bond Counsel is hereby authorized and directed, as applicable, to arrange for the printing of the Bonds and for the printing and electronic posting of the Preliminary Official Statement (as hereinafter defined) and the Official Statement (as hereinafter defined), and any and all fees associated therewith, and any such actions undertaken heretofore are hereby ratified and confirmed. The Preliminary Official Statement and the Official Statement are hereby authorized to be prepared by Bond Counsel, Ford-Scott Associates, LLC, Ocean City, New Jersey, auditor to the Township (the "Auditor"), and Phoenix Advisors, a division of First Security Municipal Advisors, Inc., Hamilton, New

Jersey (the "Municipal Advisor") and other Township officials and professionals, and any such actions undertaken heretofore are hereby ratified and confirmed. Bond Counsel and the Municipal Advisor are also authorized and directed to arrange for the distribution of the Preliminary Official Statement on behalf of the Township to those financial institutions that customarily submit bids for such Bonds, and any such actions undertaken heretofore are hereby ratified and confirmed. The Mayor and the Chief Financial Officer are each authorized and directed to execute and deliver any certificates necessary in connection with the distribution of the Preliminary Official Statement and the Official Statement. Bond Counsel, the Auditor and the Municipal Advisor are further authorized and directed to obtain ratings on the Bonds and to prepare and submit financial and other information on the Township to each rating agency and the preparation and submission of any such application is hereby ratified and confirmed.

Section 13. The Township hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code"), to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 14. The Township is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 15. In the event DTC may determine to discontinue providing its services with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 each or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the respective Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the respective Registered Bonds in certified form.

Section 16. The Chief Financial Officer or Manager are each hereby authorized and directed to "deem final" the Official Statement (the "Official Statement") prepared with respect to the issuance of the Bonds and pursuant to the provisions of the Rule (as hereinafter defined) and to execute a certificate regarding same, and any such actions undertaken heretofore are hereby ratified and confirmed. The Chief Financial Officer or Manager are each hereby authorized and directed to authorize and approve the use and distribution of the Official Statement in preliminary form (the "Preliminary Official Statement") in connection with the offering and sale of the Bonds, and any such actions undertaken heretofore are hereby ratified and confirmed. Upon the sale of the Bonds, the Preliminary Official Statement shall be modified, in consultation with Bond Counsel, to reflect the effect of the sale of the Bonds and said modified Preliminary Official Statement shall constitute the final Official Statement (the "Final Official Statement"). The Chief Financial Officer or Manager are each hereby authorized and directed to execute and deliver the Final Official Statement to the purchaser of the Bonds in accordance with the provisions of the Rule, for its use in the sale, resale and distribution of the Bonds, where and if applicable.

Section 17. The final Official Statement to be dated on or about September 24, 2025 (the "Final Official Statement"), prepared with respect to the issuance of the Bonds, is hereby authorized to be executed on behalf of the Township by the Chief Financial Officer or Manager of the Township, and delivered to the purchaser of the Bonds or for its in connection with the sale, resale and distribution of the Bonds, where and if applicable. The Mayor, Manager or Chief Financial Officer of the Township are each hereby further authorized and directed to deliver any certificates necessary in connection with the distribution of the Official Statement.

Section 18. The Township hereby covenants and agrees that it will comply with and carry out all of the provisions of the respective Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the Township to file, as applicable, budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provisions of Rule 15c2-12, as amended and supplemented (the "Rule"), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented. The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to execute and deliver the Certificate to the purchaser of the Bonds, evidencing the Township's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Township to comply with the Certificate

shall not be considered a default on the Bonds, as applicable; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the Township to comply with its obligations hereunder and thereunder.

Section 19. The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to sell the aforesaid Bonds and to determine all matters in connection with the Bonds (including adjusting the maturity schedule or any other matters set forth in this resolution that are deemed necessary and advisable to change by the Mayor, Manager or Chief Financial Officer of the Township prior to the sale or closing of the Bonds, all in consultation with Bond Counsel, the Auditor and the Municipal Advisor), and the manual or facsimile signature of the Mayor, Manager or Chief Financial Officer of the Township upon any documents shall be conclusive as to all such determinations. The Mayor, Manager, Chief Financial Officer, Clerk of the Township and any other Township Official or professional including, but not limited to Bond Counsel, the Auditor, the Municipal Advisor, the Township Engineer and the Township Attorney (collectively, the "Township Officials"), are each hereby authorized and directed to execute and deliver such documents as are necessary to consummate the sale and closing of the Bonds, and to take such actions or refrain from such actions as are necessary for the issuance of the Bonds and all such actions or inactions taken by the aforesaid Township Officials heretofore are hereby ratified and confirmed.

Section 20. The Bonds will not be designated as "qualified tax-exempt obligations" for purposes of section 265(b)(3)(B)(ii) of the Code.

Section 21. This resolution shall take effect immediately.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025

Julie A Picard, Township Clerk

CERTIFICATION

I, JULIE PICARD, Clerk of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$12,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS" is a copy of a resolution which was duly adopted by the Township Council at a meeting of the Township Council duly called and held on September 3, 2025 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township as of this ____ day of _____, 2025.

(SEAL)

JULIE PICARD,
Township Clerk

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF CAPE MAY
TOWNSHIP OF LOWER

GENERAL OBLIGATION BOND, SERIES 2025

NUMBER GO- _____

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
Date of Delivery	October 1, _____	_____ %	_____

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: _____ Dollars
(\$ _____)

The TOWNSHIP OF LOWER, a body politic and corporate of the State of New Jersey (the "Township"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as Securities Depository (the "Securities Depository"), on the Maturity Date specified above, the Principal Sum specified above, and to pay interest on such sum from the Date of Original Issue of this Bond at the Rate of Interest Per Annum specified above semiannually on the first day of April and October (each an "Interest Payment Date") in each year until maturity or prior redemption, as applicable, commencing April 1, 2026. Principal of and interest on this Bond will be paid to the Securities Depository by the Township, or a duly designated paying agent, and will be credited to the participants of DTC as listed on the records of DTC as of the first day of February and August preceding each Interest Payment Date (the "Record Dates" for such payments).

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds of this issue maturing prior to October 1, 2033 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after October 1, 2033 are subject to redemption at the option of the Township, in whole or in part, on any date on or after October 1, 2032, upon notice as required herein at one hundred percent (100%) of the principal amount being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to

advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the Township; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

This Bond is one of an authorized issue of Bonds issued pursuant to the provisions of the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), as amended and supplemented, a resolution duly adopted by the Township Council of the Township of Lower on September 3, 2025, entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$12,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY AND PROVIDING FOR THE SALE OF SUCH BONDS", and the various bond ordinances referred to therein, all such ordinances being published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the Township of Lower, in the County of Cape May, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor or Acting Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of its Clerk, and this Bond to be dated the Date of Original Issue as specified above.

ATTEST:

TOWNSHIP OF LOWER

(SEAL)

By: _____
JULIE PICARD,
Township Clerk

By: _____
FRANK SIPPEL,
Mayor

By: _____
LAUREN READ,
Chief Financial Officer

EXHIBIT B

**TOWNSHIP OF LOWER
IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY
NOTICE OF SALE**

\$12,000,000* GENERAL OBLIGATION BONDS, SERIES 2025

(BOOK-ENTRY ONLY) (CALLABLE)

SUMMARY

ISSUER: Township of Lower, in the County of Cape May, State of New Jersey (the "Township")

PAR AMOUNT: \$12,000,000* General Obligation Bonds, Series 2025 (the "Bonds")

SECURITY: General Obligations of the Township as to all Bonds

TAX EXEMPT: Yes

RATING: Standard & Poor's – Expected

INSURANCE: The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance

TYPE OF SALE: Electronic proposals via the Parity Electronic Bid Submission System ("PARITY")

AUCTION AGENT: PARITY

BID/AWARD DATE: September 24, 2025 until 11:00. Award by 3:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: On or about October 9, 2025

INTEREST PAYMENT
DATES: April 1 and October 1, commencing April 1, 2026

CALL DATE: October 1, 2033

MINIMUM BID: \$12,000,000 (Par); the Bonds will be sold on the basis of the maturity schedule set forth herein

MAXIMUM BID: Bidders may bid to purchase Bonds from the Township with a premium not to exceed \$600,000, representing a maximum bid price of \$12,600,000 (105%).

BID SECURITY: Good Faith Check or Wire Transfer in the amount of \$240,000 received by the Township prior to bidding as provided in this Notice

BASIS OF AWARD: True Interest Cost

OFFERING
STATEMENT: Preliminary Official Statement available at www.munihub.com.

* Preliminary, subject to change as described herein.

NOTICE

NOTICE IS HEREBY GIVEN that bids will be received by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township") for the purchase of the Township's \$12,000,000* aggregate principal amount of General Obligation Bonds, Series 2025 (the "General Obligation Bonds" or the "Bonds"). **All Bids (as defined below) must be submitted in their entirety via "PARITY Electronic Bid Submission System" ("PARITY") prior to 11:00 a.m., prevailing New Jersey time on September 24, 2025. To bid, Bidders (as defined below) must have submitted a good faith check or wire, payable to the Township, in the amount of \$240,000 by no later than 10:45 a.m. on the Bid Date (see Bidding Details below).**

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS") is available for viewing in electronic format on www.munihub.com. In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company, New York, New York (the "DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to 11:00 a.m. on September 24, 2025, elect to receive a photocopy of the POS in the mail by requesting it on PARITY or by calling the Township's Bond Counsel, Archer & Greiner P.C., 10 Highway 35, Red Bank, New Jersey 07701. Calls should be directed to Alexis B. Batten, Esq. at (609) 602-1223 or by email at abatten@archerlaw.com or Township Municipal Advisor, Sherry Tracey, Phoenix Advisors, a division of First Security Municipal Advisors, Inc., Hamilton, New Jersey, or by telephone at (609) 291-0130 or by email at stracey@muniadvisors.com. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Official Statement"), as may be necessary.

The Township at its expense, will make available to the Winning Bidder (as defined herein) a reasonable number of Official Statements within seven (7) business days following the date of acceptance of the Bid.

Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$12,000,000. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder of the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Interest Payment Dates; Description of the Bonds

* Preliminary, subject to change as described herein.

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each April 1 and October 1 (each an "Interest Payment Date"), commencing April 1, 2026, in each year until maturity or prior redemption, as applicable, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each March 15 and September 15 preceding each Interest Payment Date for the Bonds (the "Record Dates").

Principal Amortization

The Bonds will consist of one series of serial bonds maturing on October 1 in each year, commencing October 1, 2026, as indicated in the maturity schedule set forth below.

\$12,000,000 General Obligation Bonds, Series 2025

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2026	\$660,000	2032	\$1,080,000
2027	780,000	2033	1,080,000
2028	840,000	2034	1,080,000
2029	900,000	2035	1,140,000
2030	960,000	2036	1,140,000
2031	1,020,000	2037	1,320,000

Book-Entry Only

The Bonds will be issued in book-entry only form, and each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its Participants or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. The Winning Bidder will not receive certificates representing its interests in the Bonds. Individual purchases may be made in the principal amount of \$5,000 each or any integral multiple thereof, through book entries made on the books and records of DTC and its participants. Payments of principal, interest and redemption premium, if any, will be made by the Township or a designated paying agent to DTC for subsequent disbursement to Participants to then be remitted to the Beneficial Owners of the Bonds. It shall be the obligation of the Winning Bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

Redemption Provisions

The Bonds of this issue maturing prior to October 1, 2033 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after October 1, 2033 are subject to redemption at the option of the Township, in whole or in part, on any date on or after October 1, 2032, upon notice as required herein at one hundred percent (100%) of the principal amount being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of redemption ("Notice of Redemption") shall be given by mailing such notice at least thirty (30) days but not more than sixty (60) days before the date fixed for redemption by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. So long as DTC (or any successor thereto) acts as Securities Depository for the Bonds, Notice of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of the Securities Depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be selected by the Township; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the Bonds after the date fixed for redemption.

Terms of PARITY

Each electronic proposal must be submitted via PARITY. No bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at (212) 404-8102. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When a bid for the Bonds is submitted via PARITY, the bidder further agrees that: the Township may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds[, the term Bonds, if any,] specified, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as the official "Proposal for Bonds" executed by a duly authorized signatory of the bidder. If the bid

submitted electronically via PARITY is accepted by the Township, the terms of the bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any bidder's use of PARITY including, but not limited to, any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the bidder.

The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3"), or by other available means, no later than 3:00 p.m., New Jersey Time, on the last business date prior to the bid date.

Once the bids are communicated electronically via PARITY to the Township, each bid will constitute an official "Proposal for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Proposals for Bonds" electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor PARITY shall have any duty or obligation to provide or assure to any bidder, and neither the Township nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Township is using PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the Township harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

The Township may, in its sole discretion and prior to the electronic receipt of proposals, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, no later than 3:00 p.m. (prevailing New Jersey time) on the last business day prior to the Bid Date.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) **THE BONDS ARE BEING SOLD ON THE BASIS OF THE MATURITY SCHEDULE SET FORTH ABOVE. ALL BIDDERS SUBMITTING PROPOSALS MUST BID ON ALL OF THE BONDS.**
- (2) **BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK OR WIRE IN THE AMOUNT OF \$240,000 PAYABLE TO THE TOWNSHIP PRIOR TO THE TIME FOR SUBMISSION OF BIDS AT THE FOLLOWING ADDRESS:**

Lauren Read
Chief Financial Officer
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE TOWNSHIP. TO OBTAIN WIRE TRANSFER INSTRUCTIONS PLEASE CONTACT THE TOWNSHIP'S MUNICIPAL ADVISOR, SHERRY TRACEY AT PHOENIX ADVISORS, A DIVISION OF FIRST SECURITY MUNICIPAL ADVISORS, INC.,

HAMILTON, NEW JERSEY, BY TELEPHONE AT (609) 291-0130 OR BY EMAIL AT STRACEY@MUNIADVISORS.COM.

- (3) All Bids must be submitted on the Parity. **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**
- (4) All Bids for the Bonds must be submitted on an AON basis.
- (5) Bidders may bid to purchase Bonds from the Township with a premium not to exceed \$600,000 representing a maximum bid price of \$12,600,000 (105%).
- (6) Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). Not more than one rate of interest may be named for the Bonds of the same maturity. There is no limitation on the number of rates of interest that may be named. The difference between the lowest and highest rates named in the proposal for the Bonds shall not exceed two percentum (2%). Each proposal submitted must state the purchase price, which must be not less than the par amount of the Bonds to be delivered plus any premium (which cannot exceed \$600,000 or 5% of the Bonds). The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest True Interest Cost. No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest true interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.
- (7) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (8) The Winning Bidder shall be obligated to furnish to the Township within forty-eight (48) hours of the Bid Date (i) the public offering prices and reoffering yields for each maturity of the Bonds, and (ii) an arbitrage yield calculation for the Bonds.

Definitions

- "Bid" any confirmed purchase offer received by PARITY on or before the auction deadline.
- "Bidder" any firm registered and approved for participation in sales.
- "True Interest Cost" computed by determining the interest rate, compounded semiannually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding accrued interest to the delivery date. The True Interest Cost serves as the basis for awarding bonds to Winning Bidders.
- "Winning Bid" any purchase offer made by a Bidder and received by PARITY that, at the end of the bidding time period, results in the lowest True Interest Cost ("TIC") that is acceptable to the Township.

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid complies with the Notice of Sale and produces the lowest True Interest Cost for the Township based upon the maturity schedule set forth in the Notice of Sale.

Bids must remain valid until at least 3:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone or e-mail.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified, treasurer's or cashier's check or wire in the amount of \$240,000 payable to the order of the Township, is required for each Bid to be considered. Wire instructions can be obtained by contacting Township's Municipal Advisor, Sherry Tracey, Phoenix Advisors, a division of First Security Municipal Advisors, Inc., Hamilton, New Jersey, by telephone at (609) 291-0130 or by email at tracey@muniadvisors.com, and such wire must be received and confirmed by the Township prior to the time for bids to be submitted. If a check is used, it must be a certified, treasurer's or cashier's check and must be provided to the Township no later than by 11:00 a.m. on the Bid Date. Each bidder accepts responsibility for delivering such check on time and the Township is not responsible for any check that is not received on time. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the Deposit will be retained by the Township. Award of the Bonds to the successful Bidder or rejection of all Bids is expected to be made within two hours after opening of the bids, but such successful Bidder may not withdraw its proposal until after 3:00 p.m. of the day of receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Township at closing.

Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

Delivery of the Bonds

The Bonds will be delivered on or about October 9, 2025 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN TWO (2) HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York, New York at the offices of DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing papers, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor and compliance with the requirements of the Code necessary to preserve tax exemption, (3) a certificate signed by the Township relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with SEC Rule 15c2-12 and the undertaking of the Township with respect thereto.

Establishment of Issue Price for the Bonds

In the event the Township receives at least three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the reasonably expected initial offering prices of the Bonds as of the Bid Date (the "Expected Offering Prices"). The Expected Offering Prices shall consist of the prices for each maturity of the Bonds used by the winning bidder in formulating its bid to purchase the Bonds. The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, the Expected Offering Prices as of the Bid Date.

In the event the Township receives fewer than three (3) bids for the Bonds, then the Issue Price for the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below). The winning bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of such sales prices for each maturity of the Bonds. In the event that the winning bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the winning bidder shall (i) provide to the Township, in writing, on the Delivery Date, the Expected Offering Prices for each Unsold Maturity and a certificate regarding same and (ii) have a continuing obligation to provide to the Township, in writing, evidence satisfactory to Bond Counsel to the Township of the first price at which at least 10% of each Unsold Maturity is sold to the Public, contemporaneous with each such sale, until at least 10% of all such Unsold Maturities have been sold to the Public.

Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to an Underwriter. The term "related party" generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Township (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

CUSIP Identification Numbers

It is anticipated that CUSIP Identification Numbers will be printed on the Bonds. Phoenix Advisors, a division of First Security Municipal Advisors, Inc., Hamilton, New Jersey, the Municipal Advisor to the Township, will timely apply for CUSIP Identification Numbers with respect to the Bonds as required by MSRB Rule G-34. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the successful bidder. The successful bidder will be responsible for notifying CUSIP Global Services of any changes in structure and shall add or cancel CUSIP numbers as needed to conform to the final structure. The Township will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and make payment for the Bonds.

Legal Opinion

The approving opinion of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the Township, will be furnished without cost to the Winning Bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the sale of the Bonds, to the effect that (i) the Bonds are valid and legally binding obligations of the Township and, unless paid from other sources, all the taxable property within the Township will be subject to the levy of ad valorem taxes for the payment of the principal of the Bonds and the interest thereon without limitation as to rate or amount, (ii) under existing statutes, regulations, rulings and court decisions, and assuming continuing compliance with certain covenants described herein, interest on the Bonds (a) is not includable in gross income for Federal income tax purposes pursuant to section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) will not be treated as a preference item under section 57 of the Code for purposes of calculating the Federal alternative minimum tax; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under the Code, and (iii) interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

Postponement

The Township reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON PARITY, BEFORE 11:00 A.M. ON THE DAY OF THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced on PARITY at the time the sale date and time are announced.

Termination

The Winning Bidder at its option may refuse to accept the Bonds if prior to their delivery any change in any income tax law of the United States of America, shall provide that the interest thereon is includable or shall be includable in gross income at a future date for Federal income tax purposes. In such case, the deposit made by such Winning Bidder shall be returned and such bidder will be relieved of its contractual obligations arising from the acceptance of its Winning Bid.

Clarification of Notice of Sale Terms

The Township may, in its sole discretion and prior to the electronic receipt of proposals, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by publishing the clarification on PARITY, or any other available means, no later than 3:00 p.m., prevailing New Jersey time, on the last business day prior to the Bid Date.

Bank Qualification

The Bonds will not be designated "qualified tax-exempt obligations" of the Township for the purposes of section 265(b)(3)(B)(ii) of the Code.

Maturity Schedule Adjustment By The Township

The Chief Financial Officer of the Township may, up to 24 hours prior to the date of advertised sale of and within 4 hours after the award of the Bonds, adjust the maturity schedule of the Bonds in increments of \$5,000, provided, however, that after the award of the Bonds (i) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein (or as adjusted prior to the date of advertised sale) and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of bonds as specified herein (or as adjusted prior to the date of advertised sale) and as adjusted will not exceed the amount authorized by the ordinance(s) authorizing the issuance of the Bonds. NOTICE OF ANY ADJUSTMENT TO THE MATURITY SCHEDULE OF THE BONDS PRIOR TO THE DATE OF THE ADVERTISED SALE SHALL BE GIVEN BY CAUSING A NOTICE THEREOF TO BE PUBLISHED VIA TM3. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount as calculated from the bid and the Initial Public Offering Prices required to be delivered to the Township as stated herein. The Township shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award of the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered.

Successful Bidder ELEC Filing

The successful bidder is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-

20.13 (P.L. 2005, c.271, s.3) if the successful bidder enters into agreements or contracts, such as its agreement to purchase the Bonds, with a public entity, such as the Township and receives compensation or fees in excess of \$50,000 in the aggregate from public entities, such as the Township, in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. This Notice of Sale and the POS may be viewed on www.munihub.com. However, the Township makes no assurance or representation with respect to the form of this Notice of Sale and the POS on www.munihub.com, and no investment decision should be made in reliance thereon. Printed copies of the POS and this Notice of Sale may be obtained from the Bond Counsel at the address and phone number stated below. Additional information relating to the financing of the Township can be obtained by contacting Lauren Read, Chief Financial Officer, Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251, or by telephone at (609) 886-2005 or by email at lread@townshipoflower.org; or Bond Counsel, Alexis B. Batten, Esq., Archer & Greiner P.C., 10 Highway 35, Red Bank, New Jersey 07701, or by telephone at (609) 602-1223 or by email at abatten@archerlaw.com; or the Municipal Advisor, Sherry Tracey, Phoenix Advisors, a division of First Security Municipal Advisors, Inc., 2000 Waterview Drive, Suite 101, Hamilton, New Jersey 08691, or by telephone at (609) 291-0130 or by email at tracey@muniadvisors.com.

/s/ Lauren Read

Lauren Read
Chief Financial Officer
Township of Lower
County of Cape May
State of New Jersey

Dated: September 17, 2025

EXHIBIT C

SUMMARY NOTICE OF SALE

TOWNSHIP OF LOWER
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

\$12,000,000* GENERAL OBLIGATION BONDS, SERIES 2025

(BOOK-ENTRY ONLY) (CALLABLE)

PROPOSALS will be received by the undersigned Chief Financial Officer of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), electronically via the Parity Electronic Bid Submission System ("PARITY") on **Wednesday, September 24, 2025** until 11:00 a.m. (prevailing New Jersey time), for the purchase of the above referenced Bonds of the Township due on October 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2026	\$660,000	2032	\$1,080,000
2027	780,000	2033	1,080,000
2028	840,000	2034	1,080,000
2029	900,000	2035	1,140,000
2030	960,000	2036	1,140,000
2031	1,020,000	2037	1,320,000

The Bonds shall consist of serial bonds, maturing on October 1 in each of the years set forth above. The Bonds will be dated their date of delivery and shall bear interest from that date at the rate or rates of interest per annum specified by the successful proposal therefor in accordance with the Full Notice of Sale for the Bonds, which interest shall be payable semiannually on the first day of April and October, in each year until maturity, or prior redemption, as applicable, commencing April 1, 2026, by payment of money to DTC or its authorized nominee. Individual purchases may be made in the principal amount of \$5,000 each or any integral multiple thereof, through book entries made on the books and records of DTC and its participants.

The Bonds are being sold on the basis of the maturity schedule set forth above. All bidders submitting proposals must bid on all of the Bonds. Each proposal submitted must specify the rate or rates of interest per annum to be borne by the Bonds, such rate or rates to be in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). The Bonds will be awarded to the bidder offering such interest rate or rates which will produce the lowest true interest cost to the Township over the life of the Bonds. All bids must be submitted electronically via PARITY, pursuant to the procedures set forth in the Full Notice of Sale for the Bonds and shall comply with the terms and conditions of such Full Notice of Sale for the Bonds, which Full Notice of Sale for the Bonds is incorporated in full by this reference herein. The Bonds shall be awarded in accordance with the Full Notice of Sale for the Bonds.

The Full Notice of Sale for the Bonds and the Preliminary Official Statement for the Bonds may be viewed electronically at www.munihub.com. Additional information relating to the financing of the Township can be obtained by contacting Lauren Read, Chief Financial Officer, Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251, or by telephone at (609) 886-2005 or by email at lread@townshipoflower.org; or Township Bond Counsel, Alexis B. Batten, Esq., Archer & Greiner P.C., 10 Highway 35, Red Bank, New Jersey 07701, or by telephone at (609) 602-1223 or by email at abatten@archerlaw.com; or Township Municipal Advisor, Sherry Tracey

* Preliminary, subject to change as described herein.

of Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505, or by telephone at (609) 291-0130 or by email at stracey@muniadvisors.com.

/s/ Lauren Read

Lauren Read
Chief Financial Officer

DATED: September 17, 2025

EXTRACT from the minutes of a meeting of the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township") held at the Township Hall in the Township of Lower on September 3, 2025 at 5:00 p.m.

PRESENT:

ABSENT:

_____ introduced and moved for the adoption of the following resolution and _____ seconded the motion:

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

RESOLUTION #2025-302

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICAN BOUNCE FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP FAMILY FUN NIGHT ON SEPTEMBER 12, 2025 – RAIN DATE SEPTEMBER 19, 2025

WHEREAS, Lower Township's Family Fun Night has become an annual community event hosted by the Township of Lower; and

WHEREAS, one of the 2025 Family Fun Nights is scheduled to take place on September 12, 2025 – with a rain date of September 19, 2025 at the Clem Mulligan Sports Complex; and

WHEREAS, in connection with the Family Fun Night, the Township of Lower provides a number of recreational activities, music, and food to the general public; and

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

WHEREAS, American Bounce has provided a quote in the amount of \$1,805.00; and

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

Appropriation: 5-01-30-420-257

Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor is hereby authorized to execute an Agreement with American Bounce for the provision of rides and inflatables in connection with the Family Fun Night.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

American Bounce

PO Box 28
Norma, NJ 08347
856-696-3695

****Rental Agreement****

Rental Date: 9/12/25 Deposit: \$0.00 Balance Due: \$1805.00
Name: Lower Township Address: 2600 Bayshore Rd. #1 Villas, NJ 08251
Start time: 5:30 pm End time: 8:00 pm
Signature: _____ Rain Date: 9/19/25

Inflatables

1. Equipment, Rent and terms of rental agreement: The undersigned as lessee, hires from American Bounce as lessor, one All-in-One Sports Bounce unit, id # . Blower # The Rental fee as stated above is payable in advance from the time of commencement.
2. DELIVERY: To the street address specified above by lessee (customer). Lessee grants lessor right to enter the property at said address (delivery Address) for the delivery and subsequent pick up of the Bounce house at the specified time.
3. TRANSPORTATION EXPENSE: Except as provided herein all charges in delivering and subsequent pick up of the Bounce house with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the Bounce house is not returned at the appointed time by Lessee to Lessor then \$50. Transportation Fee shall be automatically imposed.
4. GENERAL RULES TO FOLLOW DURING USE OF THE Bounce house:

**** American Bounce is fully responsible for the setup, care, and operations of all amusements. ****

NJ #07329
NJ #07157

Commander Giant Slide
Adrenaline Rush OC

Permit #I-15494
Permit #I-15493

5. SPECIAL INSTRUCTIONS: The Bounce house's equipment is reliable. Should the Bounce house begin to deflate: (1) The motor may have stopped, in Which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord-for blockage, and check both tubes at the back of the Bounce house for snugness; re-tie if necessary. (3) If you can not correct the problem call 856-696-3695 or 856-297-9297..
6. ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the unit will be made without prior written approval of Lessors.
7. TITLE TO: Lessee agrees to keep the Bounce house in their custody not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such Bounce house. The Bounce House will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.
8. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the Bounce house that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.
9. RAIN POLICY: DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC), WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING THE UNIT OR NOT. IF

YOU DECIDE TO KEEP THE UNIT THERE WILL BE NO REFUNDS.

LESSOR : Christ [Signature] date 8/21/25
Authorized Representative for AMERICAN BOUNCE

By my signature, I accept the terms of this RENTAL AGREEMENT.

LESSEE : _____ date / / .

Print _____.

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE. IT IS THE DRIVER'S RESPONSIBILITY TO
MAKE SURE THE JUMP IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITIONS. IF
YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT .
PLEASE CALL US IMMEDIATELY. 856-899-7861



American Bounce

PO Box 28
Norma, NJ 08347
856-696-3695

Invoice

Date	Invoice No.
09/12/25	5836

AmericanBounceNJ@gmail.com

Bill To
Lower Township Recreation Department 2600 Bayshore Rd. Villas, NJ 08251

P.O. Number

Terms

Ship To
Freeman Douglass Park 677 Route 9 Erma, NJ 08204

Item	Description	Quantity	Rate	Amount
COMMANDER	Commander Giant 24' Slide	1		0.00
ARSLIDE	Adrenaline Rush II Climb/Slide Combo	1		0.00
GENERATOR	Generator	1		0.00
DELIVERY	Delivery Surcharge - Outside of Area	1		0.00
ATTENDANT	Attendants for Bounces	3		0.00
PACKAGE	Package Price	1	1,805.00	1,805.00
	EVENT 5:30 pm - 8:00 pm			
	AMERICAN BOUNCE WILL MONITOR BOUNCES			
	AND OPERATE TRAIN			
	Rain Date 9/19/25			

Terms and Conditions: American Bounce agrees to provide the services at the location, time and price as stated above in this agreement. This agreement is binding at the time it is signed and returned back to American Bounce. It is understood and agreed that should American Bounce become unable to fulfill any or all of the obligations of the contract by reason of accident, fire, catastrophe, state of emergency, weather, mechanical breakdown or Act of God, the performance of said obligation of American Bounce may be delayed, interrupted or excused. Cancellation by client must take place within 24 hours of the event start time in order to receive a full or partial refund. American Bounce will accommodate rain dates but does not hold or guarantee any specific equipment. Unavailable item(s) will be replaced with something comparable in price.

Subtotal	\$1,805.00
Sales Tax (6.625%)	\$0.00
Total	\$1,805.00
Payments/Credits	\$0.00
Balance Due	\$1,805.00

Customer Signature

Date

**AMUSEMENT RIDES
HOLD HARMLESS AGREEMENT**

Between the Borough/Township/City/County of Lower
and Horner Enterprises LLC (Contractor).
dba American Bounce

WITNESSETH:

1. Dan Horner of American Bounce (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of Lower from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the installation, operation, use, or disassembly of any amusement ride equipment or device and/or the supervision thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: ✓

General Liability: ✓

Automobile Liability: ✓

Umbrella Liability: N/A

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: Family Fun Night Date: 9/28/25 Rain Date: 9/19/25

Dated: 8/21/25 Signed: [Signature]
Authorized Signature of the Contractor

Witness: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Commercial Insurance Agency P.O. Box 205 Cassadaga FL 32706		CONTACT NAME: Tony Cannizzaro PHONE (A/C No., Ext.): (386) 775-1781 FAX (A/C No.): E-MAIL ADDRESS: tony@firstcommfl.com	
INSURED Horner Enterprises LLC 443 Almond Rd Pittsgrove NJ 08318		INSURER(S) AFFORDING COVERAGE INSURER A: BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD NAIC # 37540 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Retroactive Date: 09/27/024 <input checked="" type="checkbox"/> 3 Year Extended Reporting Clause GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC OTHER:	X		ZISMB2828	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ See accident pol PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Participant Accident			ZISMB2828	09/27/2024	09/27/2025	Max Benefit per Claim \$25,000 Aggregate \$250,000 Deductible \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured as regard the General Liability policy when required by written contract subject to the terms, conditions, and exclusions of the policy.

Event Date: 09/12/25 (Rain date: 9/19/25)

CERTIFICATE HOLDER

CANCELLATION

Lower Township 2800 Bayshore Road Villal NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anthony Rios</i>
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CERTIFICATE OF LIABILITY INSURANCE		ISSUING DATE (MM/DD/YYYY) 08/21/2025									
THIS CERTIFICATE ISSUED IS FOR INFORMATION PURPOSES ONLY. IT PROVIDES NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER OR EXTEND COVERAGE PROVIDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CARRIER AFFORDING COVERAGE AND THE CERTIFICATE HOLDER.											
A STATEMENT ON THIS CERTIFICATE DOES NOT PROVIDE RIGHTS TO THE CERTIFICATE HOLDER FOR THE FOLLOWING UNLESS THE APPLICABLE ENDORSEMENTS ARE ATTACHED TO THE POLICY(IES) LISTED BELOW											
ADDITIONAL INSURED/ALTERNATE EMPLOYER/WAIVER OF SUBROGATION/PRIMARY & NON-CONTRIBUTORY/NOTICE OF CANCELLATION: THE POLICY(IES) MUST HAVE THE NECESSARY ENDORSEMENT(S) TO MODIFY TERMS AND CONDITIONS.											
INSURED: AMERICAN BOUNCE See Additional Remarks Schedule 443 ALMOND RD PITTSBORO, NJ 08918	INSURANCE CARRIER AFFORDING COVERAGE: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">GENERAL LIABILITY:</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 2px;">AUTO LIABILITY:</td> <td style="padding: 2px;">New Jersey Manufacturers Insurance Company</td> </tr> <tr> <td style="padding: 2px;">UMBRELLA LIABILITY:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">WORKERS COMP:</td> <td style="padding: 2px;"></td> </tr> </table>		GENERAL LIABILITY:		AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	UMBRELLA LIABILITY:		WORKERS COMP:		NAIC # 12122
GENERAL LIABILITY:											
AUTO LIABILITY:	New Jersey Manufacturers Insurance Company										
UMBRELLA LIABILITY:											
WORKERS COMP:											
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY) - (MM/DD/YYYY)	LIMITS OF INSURANCE								
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES: <input type="checkbox"/> POLICY <input type="checkbox"/> LOCATION <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	B2963841 CAGM	05/21/2025 - 05/21/2026	EACH OCCURRENCE	\$							
			DAMAGE TO RENTED PREMISES (Each Occurrence)	\$							
			MED EXP (Any One Person)	\$							
			PERSONAL & ADV INJURY	\$							
AUTOMOBILE LIABILITY			GENERAL AGGREGATE	\$							
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRODS - COMP/OPS AGG	\$							
UMBRELLA LIABILITY			COMBINED SINGLE LIMIT (Each accident)	\$1,000,000							
<input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$			BODILY INJURY (Per Person)	\$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BODILY INJURY (Per Accident)	\$							
Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			PROPERTY DAMAGE (Per accident)	\$							
			EACH OCCURRENCE	\$							
			AGGREGATE	\$							
			E.L. EACH ACCIDENT	\$							
			E.L. DISEASE-EACH EMPLOYEE	\$							
			E.L. DISEASE-POLICY LIMIT	\$							
			PER STATUTE								
SEE ATTACHED ADDITIONAL REMARKS SCHEDULE FOR DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES											
CERTIFICATE HOLDER		ADDITIONAL INSURED (IF APPLICABLE)									
Lower Township 2600 Bayshore Rd Villas, NJ 08251		ADDL INSURED OR ALTERNATE EMPLOYER	WAIVER OF SUBROGATION	PRIMARY & NON-CONTRIBUTORY							
		<input type="checkbox"/> CGL	<input type="checkbox"/> CGL	<input type="checkbox"/> CGL							
		<input checked="" type="checkbox"/> AUTO	<input type="checkbox"/> AUTO	<input type="checkbox"/> AUTO							
		<input type="checkbox"/> WC (ALT. EMPLOYR)	<input type="checkbox"/> WC	N/A WC							
		<input type="checkbox"/> UMB	<input type="checkbox"/> UMB	<input type="checkbox"/> UMB NON-CONTRIB							
CANCELLATION											
SHOULD ANY OF THE ABOVE CAPTIONED POLICIES BE CANCELLED, EITHER BY REQUEST OF THE INSURED OR CARRIER, PRIOR TO THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS & PROVISIONS		AUTHORIZED REPRESENTATIVE									

ADDITIONAL REMARKS SCHEDULE

INSURED: AMERICAN BOUNCE 443 ALMOND RD PITTSBURGH, NJ 08318	INSURANCE CARRIER AFFORDING COVERAGE:	NAIC#
	GENERAL LIABILITY:	
	AUTO LIABILITY: New Jersey Manufacturers Insurance Company	12122
	UMBRELLA LIABILITY:	
	WORKERS COMP:	

SCHEDULE OF NAMED INSURED(S):

POLICY NUMBER	LINE OF BUSINESS	NAMED INSURED
	Commercial General Liability	
B2963841	Automobile Liability	AMERICAN BOUNCE, HORNER ENTERPRISES LLC
	Umbrella Liability	
	Workers Compensation And Employers' Liability	

ADDITIONAL REMARKS:

The Following Pertains to Commercial Auto Coverage Only

Additional Insured:

IT IS AGREED THAT ANY PERSON OR ORGANIZATION REQUIRED TO BE NAMED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IS AN ADDITIONAL INSURED FOR LIABILITY COVERAGE UNDER THE TERMS OF THE REFERENCED POLICY, BUT INCLUSION OF SUCH INTEREST DOES NOT INCREASE THE LIMITS OF OUR LIABILITY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT

PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@BIBERK.com

INSURER(S) AFFORDING COVERAGE

INSURER A: National Liability & Fire Insurance Company

NAIC#
20052

INSURED

Horner Enterprises LLC
American Bounce
443 Almond Rd
Pittsboro Township, NJ 08318

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVRD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMPROP AGG \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 1.00 OTHER:					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED. RETENTIONS					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N9WC874024	04/07/2025	04/07/2026 EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions: Dan Horner;
Additional Named Insured: American Bounce

CERTIFICATE HOLDER

Lower Township
2800 Bayshore Road
Villas, NJ 08251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Gifford

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

RESOLUTION #2025-303

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>
497.11	4	Core Logic Re: Martinez	Exempt Veteran 8/7/2025	\$ 694.24
500.04	3	Core Logic Re: Owens	Exempt Veteran 8/1/2025	\$ 705.45
652	7	Core Logic Re: Stenger	Exempt Veteran 7/31/2025	\$ 648.09
753.22	19	Core Logic Re: DiSalvo	Exempt Veteran 6/18/2025	\$ 1,166.79
533.01	95.02	Salvatore LiPari	Home Owner pd erroneously	\$ 9,057.32
494.36	14	George Robbins, Jr	Exempt Veteran 8/19/2025	\$ 868.81

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

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

RESOLUTION #2025-304

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

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

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

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 3, 2025.

Julie A Picard, Township Clerk

Exhibit A	Resolution #2025- 9/3/2025
-----------	-------------------------------

2418	Dell Optiplex 755
2794	DELL OPTIPLEX MINI TOWER
2822	EPSON FX-890 IMPACT PRINTER W/ACCESSORIE
3167	Panasonic CF-53
3646	OPTIPLEX 7020 MT BTX COMPUTER
3713	SERVER SWITCH -PUBLIC SAFETY
3714	SERVER SWITCH
4038	DELL COMPUTERS OPTIPLEX 7040
4039	Dell Optiplex 7040
4040	DELL COMPUTERS OPTIPLEX 7040
4041	DELL COMPUTERS OPTIPLEX 7040
4044	DELL COMPUTERS OPTIPLEX 7040
4046	DELL COMPUTERS OPTIPLEX 7040
4047	DELL COMPUTERS OPTIPLEX 7040
4048	DELL COMPUTERS OPTIPLEX 7040
4050	DELL COMPUTERS OPTIPLEX 7040
4051	DELL COMPUTERS OPTIPLEX 7040
4054	DELL COMPUTERS OPTIPLEX 7040
4247	PANASONIC CF-53
4264	OPTIPLEX 7050 MINI TOWER XCTO
4265	OPTI PLEX 7050 MINI TOWER XCTO
4266	OPTI PLEX 7050 MINI TOWER XCTO
4267	OPTIPLEX 7050 MINI TOWER XCTO
4268	OPTI PLEX 7050 MINI TOWER XCTO
4456	Dell Optiplex 3060
4457	Dell Optiplex 3060
4458	Dell Optiplex 3060
2596	HP Pro Desk 600
4081	ECOSYS KYOCERA PRINTER
	Server Switch
	Server Switch

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

ORDINANCE #2025-20

Title: AN ORDINANCE AMENDING CHAPTER 7, TRAFFIC, OF THE CODE OF THE TOWNSHIP OF LOWER TO ENACT ARTICLE IV, ELECTRIC BICYCLE/SCOOTERS, TO ESTABLISH REGULATIONS ASSOCIATED WITH THE OPERATION OF ELECTRIC BICYCLES AND SCOOTERS

WHEREAS, in accordance with N.J.S.A. 39:4-197, municipalities are afforded the authority to regulate traffic and parking on municipal public rights-of-way throughout their jurisdiction; and

WHEREAS, Chapter 7, Traffic, Article II, Bicycle Regulations, of the Code of the Township of Lower establishes regulations associated with operation/use of bicycles on public rights-of-way within the Township; however, this Article does not specifically address the use and operation of electric bicycles and electric scooters; and

WHEREAS, over the course of the past several years the use and operation of electric bicycles and electric scooters have become more prevalent on public streets, sidewalks, bike paths, boardwalks, and other shared public spaces, often in close proximity to pedestrians, children, seniors, and motor vehicles; and

WHEREAS, the use and operation of electric bicycles and electric scooters in high-traffic pedestrian areas and on sidewalks throughout the Township significantly increases the risk of serious injury to the operators, as well as to pedestrians and motorists navigating these congested areas; and

WHEREAS, the Township Council of the Township of Lower finds it to be necessary and appropriate in the interest of public safety to prohibit the use of electric bicycles and electric scooters on the sidewalks throughout the Township of Lower.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Chapter 7, Traffic, Article IV, Electric Bicycles and Scooters, is hereby added to Chapter 7 of the Township Code as follows:

Section 1. Chapter 7, Traffic, Article IV, Electric Bicycles and Scooters, is hereby enacted as follows:

ARTICLE IV Electric Bicycles and Scooters

§ 7-26 Purpose.

The provisions of this Article shall apply whenever an electric bicycle or electric scooter is operated upon any street or upon any public way within the Township of Lower. In the event any of the provisions of this Article conflicts with applicable State Laws, the State Laws shall control.

§ 7-27 Definitions.

All words and phrases set forth herein shall be afforded their ordinary meanings as defined and outlined within N.J.S.A. 39:1-1. However, the following specific definitions are incorporated herein for ease of reference:

Low-Speed Electric Bicycle

A two or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, that meets the requirements of one of the following classifications: "class 1 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour; or "class 2 low-speed electric bicycle" which means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle,

and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

Low-Speed Electric Scooter

A scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of less than 19 miles per hour.

Low-Speed Vehicle

A four-wheeled low-speed vehicle, as defined in 49 C.F.R. s.571.3(b), whose attainable speed is more than 20 miles per hour but not more than 25 miles per hour on a paved level surface and which is not powered by gasoline or diesel fuel and complies with federal safety standards as set forth in 49 C.F.R. s.571.500.

Motorized Bicycle

A pedal bicycle having a helper motor characterized in that either the maximum piston displacement is less than 50 cc. or said motor is rated at no more than 1.5 brake horsepower or is powered by an electric drive motor and said bicycle is capable of a maximum speed of no more than 25 miles per hour on a flat surface or a pedal bicycle having an electric motor that is capable of propelling the bicycle in excess of 20 miles per hour with a maximum motor-powered speed of no more than 28 miles per hour on a flat surface. This term shall not include a low-speed electric bicycle or low-speed electric scooter as defined in this section.

Motorized Scooter

A miniature motor vehicle and includes, but is not limited to, pocket bikes, super pocket bikes, scooters, mini-scooters, sport scooters, mini choppers, mini motorcycles, motorized skateboards and other vehicles with motors not manufactured in compliance with Federal Motor Vehicle Safety Standards and which have no permanent Federal Safety Certification stickers affixed to the vehicle by the original manufacturer. This term shall not include: electric personal assistive mobility devices, motorized bicycles, low-speed vehicles, low-speed electric bicycles, or low-speed electric scooters; or motorized wheelchairs, mobility scooters or similar mobility assisting devices used by persons with physical disabilities, or persons whose ambulatory mobility has been impaired by age or illness.

§ 7-28 Traffic Laws/Regulations.

Any person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall obey all state traffic statutes, laws, and regulations, and the instructions of official traffic control signals, signs, and other control devices applicable to vehicles.

§ 7-29 Electric Bicycle/Scooter Regulations

1. Any person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall obey the instructions of official traffic control signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
2. Whenever authorized signs are erected indicating that a turning movement is restricted, no person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall disobey the direction of any such sign, except where that person dismounts from the electric scooter or electric bicycle to make the turn in which event such person shall then obey regulations applicable to pedestrians.

3. No person shall ride or operate a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter in any direction except in the same direction as vehicular traffic traveling on the same side of the roadway.
4. Any person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall stop for pedestrians in crosswalks.
5. The operator of a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter shall ride as close to the right-hand side of a public street or roadway as practicable.
6. All operators of a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter under the age of 17 are required to wear a protective helmet while operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter.
7. No person shall use or operate a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter on a sidewalk, defined in N.J.S.A. 39:1-1 as "that portion of a highway intended for the use of pedestrians, between the curb line or the lateral line of a shoulder, or if none, the lateral line of the roadway and the adjacent right-of-way line," within the Township of Lower.
8. Low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a lamp emitting a red light visible from a distance of 500 feet to the rear.
9. No person shall ride or operate a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter in a reckless or careless manner which endangers or is likely to endanger the safety or welfare of themselves or other persons or property.
10. It shall be prohibited for a person operating a low-speed electric bicycle, low-speed electric scooter, low-speed vehicle, motorized bicycle, or motorized scooter to allow another person to ride as a passenger, unless the person is carried in a proper seat, trailer or other accessory that complies with current regulations and contains adequate provision for retaining the passenger in place and for protecting the passenger.

§ 7-30 Violations and Penalties.

Any individual who violates the terms and provisions of this Article shall be subject to a fine of \$100.00 for a first offense and a fine of \$200.00 for a second and/or subsequent violation.

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

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

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

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

First Reading: September 3, 2025

Adopted:

Attest: _____
Julie A. Picard, Township Clerk

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

ORDINANCE #2025-21

Title: AN ORDINANCE AMENDING CHAPTER 583, STREETS AND SIDEWALKS, ARTICLE I, EXCAVATION OF STREETS, SUBSECTION 4(B)(8), STREET RESTORATION, OF THE CODE OF THE TOWNSHIP OF LOWER

WHEREAS, as outlined within Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, the Township has established regulations governing the excavation and repaving of streets and roadways under its jurisdiction; and

WHEREAS, § 583-4 of the Township Code of the Township of Lower, establishes procedures and standards governing the excavation, refilling, and restoration of roads, streets, and alleys within the Township of Lower; and

WHEREAS, in accordance with § 583-4B(8) of the Township Code of the Township of Lower, the Township of Lower has codified specific standards governing the restoration of roads, streets, and alleys that were the subject of excavations; and

WHEREAS, in an effort to address issues that have arisen in connection with multiple street excavations occurring within close proximity to one another, and to ensure that the restoration of roads, streets, and alleys are accomplished in a manner to promote public safety, the Township Council of the Township of Lower finds that it is necessary and appropriate to enact street restoration standards associated with excavations that are either less than or greater than 100 square feet;

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, Subsection 4(B)(8), Street Restoration, be and hereby is amended as follows:

Section 1. Chapter 583, Streets and Sidewalks, Article I, Excavation of Streets, Subsection 4(B)(8), Street Restoration, is hereby amended and restated as follows:

583-4(B)(8) Street restoration.

- a) The trench restoration in the street will consist of a six-inch gravel base course; four-inch bituminous stabilized base course, Mix I-2, and FABC 1 Type surface course, Mix I-5, two inches thick. Gravel base course and bituminous stabilized base course shall be applied immediately upon completion of the purpose for the opening.
- b) The six-inch gravel base course shall be Soil Aggregate Type I-5 as noted in Section 900, Article 901.9, of the Standard Specifications of the New Jersey Department of Transportation, as amended.
- c) The materials for bituminous stabilized base course shall conform to Section 900, Article 903. Bituminous surface course shall conform to Section 900, Article 903, of the Standard Specifications of the New Jersey Department of Transportation, as amended.
- d) The final surface course shall not be placed for at least 30 days after initial compaction and placement of the stabilized base course. The final surface course shall be completed no more than 60 days after initial compaction and placement of the stabilized base course.
- e) The method of construction of the six-inch gravel base course, the four-inch bituminous stabilized base course, Mix I-2 and the two-inch FABC-1 surface

course, Mix 1-5, shall conform to the requirements of Section 300 and Section 400 of the Standard Specifications, as amended. The bituminous stabilized base course shall be constructed in two lifts as required by said specifications.

- f) All work shall be inspected by the Director of Public Works. The contractor shall notify the Township Director of Public Works 24 hours in advance of performing any work under street restoration.
- g) Any capital improvement/repaving/reconstruction on any street or roadway within the Township of Lower shall be the subject of a five-year road/street opening moratorium after the completion of said construction, reconstruction, resurfacing, repaving or overlay has lapsed, except in the event of an emergency or hardship as described below. It is understood the five-year period as described herein shall commence on December 31 of the year in which said road was constructed, reconstructed, resurfaced, repaved or overlaid and run for a period of five years thereafter.
- h) Emergency opening.

[1] In emergency situations during normal business hours, the applicant shall notify the Director of Public Works and the Police Department of the emergency prior to the opening of the street. Application must be made as soon as possible thereafter with the payment of the required fees. During nonbusiness hours, weekends and holidays, the applicant shall notify the Police Department of the emergency prior to excavating the street. On the next business day, the applicant shall make application for the emergency street opening, explaining the reason for the emergency and pay the appropriate fees.

[2] In the event that an entity shall be required to open a street as a result of an emergency, said emergency opening shall be reviewed by the Director of Public Works and if the Director shall determine that no such emergency existed, then the entity so opening the street shall have a fine imposed upon such entity in the amount of \$2,500 for the first nonemergency opening, a fine of \$5,000 for a second nonemergency opening, and a fine of \$10,000 for a third nonemergency opening.

[3] In the event that an emergency street or road opening of a street or roadway subject to a five-year moratorium is required/approved, a minimum restoration of the full width of the street or road, extending 50 linear feet in each direction from any road or street opening, from curblineline to curblineline, will be required on all streets constructed, reconstructed, resurfaced, repaved or overlaid by the Township within the previous five years of an opening necessitated by emergency or moratorium waiver opening. The restoration shall consist of six-inch-thick dense graded aggregate base course and a six-inch-thick bituminous stabilized base course, Mix 1-2, or equivalent as determined by the Director of Public Works or the Township Engineer, brought flush with existing grade, within the excavated area. A full width, curb-to-curb, milling two inches in depth to extend 50 feet beyond the limit of excavations shall be performed after proper settlement in the trench area. The allowable time for trench settlement shall be 45 days unless directed otherwise by the Director of Public Works or the Township Engineer. The final surface course shall be a two-inch-thick bituminous concrete surface course, Mix 1-5, or

equivalent as determined by the Director of Public Works or the Township Engineer.

- [4] Trench restoration may be permitted under extraordinary circumstances and at the sole discretion of the Township of Lower and the Director of Public Works for openings having minimum impact on the integrity, longevity and serviceability of the street in question.
- i) In the event a property owner experiences a hardship condition which the owner believes justifies the issuance of a street opening permit contrary to the sections contained in this article, the Township of Lower may grant relief, in its sole discretion, if and only if the following conditions are satisfied:
- [1] The property owner shall submit a letter to the Township Clerk detailing the hardship they are experiencing and outlining the necessity to open the street in lieu of waiting until the expiration of any moratorium currently in effect.
 - [2] Upon receipt of the letter, the Township Clerk will forward a copy to the Township Manager for review.
 - [3] The letter must include all pertinent information necessary to review the request, such as property street address, block and lot, reason for the request, and type and size of street opening proposed.
 - [4] The Township Manager, in consultation with the members of the Township Council, shall consider the request and any objections received, and determine whether a hardship in fact exists that justifies the issuance of a moratorium waiver to authorize the excavation of a street or roadway that is the subject of a five (5) year moratorium. Approval or denial of the request shall be issued in writing by the Township Manager. The Township is under no obligation to grant a hardship waiver, and each request will be reviewed on a case-by-case basis.
 - [5] In the event the Township Manager approves a moratorium waiver request authorizing excavation of a street or roadway under a five (5) year moratorium necessitated by utility main improvements, final restoration will require a minimum restoration of the full width of the street or road, extending 50 linear feet in each direction from any road or street opening, from curblineline to curblineline. The applicant will be required to mill the existing roadway to a depth of two inches extending from intersection to intersection for the full width of the roadway (curblineline to curblineline) and install a two-inch-thick lift of bituminous concrete surface course, Mix 1-5, for the entire length. All edges shall be coated with an asphalt tack coat prior to a two-inch lift of bituminous concrete surface course being placed on the roadway.
 - [6] Authorized street excavations for utility main improvements on any roadway deemed to be in good condition, as determined by the Director of Public Works, may require resurfacing the entire roadway as described in this section and as directed by the Director.

j) Final Restoration.

[1] Less than 100 square feet.

- i. For openings less than 100 square feet, the final restoration will involve the removal of the top two inches of bituminous stabilized base course. All edges shall be saw cut six inches beyond the actual trench width disturbed to produce a clean edge, and said edges shall be prepared with an asphaltic tack coat. A two-inch lift of hot mix asphalt surface course, Mix I-5, shall then be placed to a level even with the existing road grade.
- ii. No surface water shall be entrapped or ponded on the resurfaced areas. If any ponding occurs, the permittee will be responsible for performing whatever remedial action is required by the Director of Public Works.

[2] Greater than 100 square feet.

- i. For openings greater than 100 square feet, the trenches shall be milled to a depth of two inches to a distance of at least 12 inches beyond the actual trench width to produce a clean edge. All edges shall be coated with an asphaltic tack coat prior to a two-inch lift of hot mix asphalt surface course, Mix I-5, being placed to a level even with the existing road grade.
- ii. No surface water shall be entrapped or ponded on the resurfaced areas. If any ponding occurs, the permittee will be responsible for performing whatever remedial action is required by the Director of Public Works.

- k) If more than two individual excavations would be required within a 100-foot length, a single trench must be used rather than the individual excavations. Final restoration will require a minimum of 1/2 width of the cartway. The trench shall be milled to a depth of two inches to a distance of at least 12 inches beyond the actual trench limit from the centerline of the cartway to the curbline. All edges shall be coated with an asphaltic tack coat prior to a two-inch lift of hot mix asphalt surface course, Mix I-5, being placed to a level even with the existing road grade.

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

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

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

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

First Reading: Sept 3, 2025

Roland Roy, Jr., Councilmember

Adopted:

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

Attest: _____
Julie A Picard, Township Clerk

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

ORDINANCE #2025-18

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT AGREEMENT WITH ATLANTIC CITY ELECTRIC FOR REAL PROPERTY IDENTIFIED AS BLOCK 505, LOT 15 TO FACILITATE THE REBUILDING OF THE MIDDLE-RIO-CAPE 69KV TRANSMISSION LINE IN CAPE MAY COUNTY**

WHEREAS, the Township of Lower is the owner of certain real property identified as 805 Seashore Road, a/k/a Block 505, Lot 15; and

WHEREAS, Atlantic City Electric has contacted the Township of Lower and has requested authorization to replace existing utility poles and wires located on or adjacent to 805 Seashore Road; and

WHEREAS, Atlantic City Electric has further requested that the Township of Lower grant a utility easement to facilitate the aforementioned utility work associated with the rebuilding of the Middle-Rio-Cape 69kV Transmission Line, which provides electrical service to Cape May County; and

WHEREAS, the Township of Lower recognizes the importance of facilitating utility upgrades to ensure uninterrupted electrical service to its residents; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13 et seq the granting of a utility easement by a municipality must be authorized by ordinance; and

WHEREAS, the Township Council of the Township of Lower has determined that it would be in the best interests for the benefit and welfare of the municipality and the public to grant a utility easement to Atlantic City Electric.

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

Section 1. The recitals set forth above are incorporated herein as if set forth at length:

Section 2. The Mayor, and/or his designee, is hereby authorized to execute and record the attached utility easement agreement and associated documents as may be necessary to provide the easement described above.

Section 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 4. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 5. This Ordinance shall become effective 20 days after final passage and publication according to law.

First Reading:

Thomas Conrad, Councilmember

Second Reading:

Joseph Wareham, Councilmember

Attest: _____
Julie A Picard, Township Clerk

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

Atlantic City Electric
5100 Harding Highway
Mays Landing, NJ 08330

atlanticcityelectric.com



Date: July 10, 2025

Property owner: Township of Lower
Property address: 805 Seashore Road

Re: Offer Letter
Block 505, Lot 15
Lower Township, NJ

Dear Business Administrator:

As discussed, Atlantic City Electric Company ("ACE") is rebuilding its Middle-Rio-Cape 69kV Transmission Line in Cape May County. This project involves replacing poles and wires that run along or are adjacent to your property.

ACE will need additional rights in your property in order to complete this project. To that end, please accept this offer letter from ACE to purchase a Utility Easement on your property. A copy of the Utility Easement is attached to this letter along with an Exhibit illustrating the location of the easement on your property.

A summary of our compensation is shown in the following table:

Utility Easement Agreement:	
TOTAL COMPENSATION:	\$2,000.00

Thanking you in advance for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me at (732) 773-7073 or email me at Suzanne.Brow@exeloncorp.com.

Kindest regards,

Suzanne Brow

Suzanne Brow

Received and approved this _____, day of _____, 2025

Name: _____

Title: _____

Block: 505 Lot: 15
Township of: Lower

Prepared By: Suzanne Brow
On behalf of: Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 20_____, between TOWNSHIP OF LOWER, 2600 Bayshore Road, Villas, New Jersey 08251, with a property at 805 Seashore Road, Lower Township, NJ 08204, "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "Grantee,"

WITNESSETH:

WHEREAS, Grantor is the owner of land known as Block 505 Lot 15, located in Lower Township, County of Cape May, State of New Jersey, which land abuts, Seashore Road.

For and in consideration of the payment by Grantee of the sum of two thousand dollars (\$2,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee a perpetual easement and right of way and agrees as follows:

1. Grantee shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS wires, cables and accessories and appurtenances thereto ("Facilities") to extend Grantee's systems and to provide services to Grantee's service areas; including any other cables, and wires on, over, and across that portion of the Grantor's land as indicated in the drawing attached hereto and made part hereof as "Exhibit A", said portion hereinafter referenced as the "Easement Area".
2. The Facilities installed pursuant to this agreement shall remain the property of Grantee and all maintenance, repairs, and removals of said facilities shall be the responsibility of Grantee.
3. Grantee shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located within the Easement Area.
4. Grantee shall have the rights of ingress, egress, and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place or construct any structures within said Easement Area.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Grantee.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights, and privileges; agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

Please complete in black ink.

8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$2,000.00.

As agent on behalf of Grantee, I certify that this document was prepared by Grantee.

Name: Suzanne Brow
Title: Right of Way Agent

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed by its officers and its corporate seal affixed hereto the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)	TOWNSHIP OF LOWER CORPORATE GRANTOR:
By: _____	By: _____ (SEAL)
Type Name: _____	Type Name: _____
Title: _____	Title: _____

STATE OR COMMONWEALTH OF	_____)
) SS
COUNTY OF	_____)

BE IT REMEMBERED, that on the _____ day of _____, 2025, personally came before me, a notary public, the within named Grantor, _____ of Township of Lower, who I am satisfied is the person who has signed the within instrument and acknowledged the said instrument to be the act and deed of the said Corporation; that the seal thereto affixed is its common and corporate seal; and that this acknowledging, executing, and delivering the same was duly authorized by a resolution of the Board of Directors of the said Corporation.

Notary Public

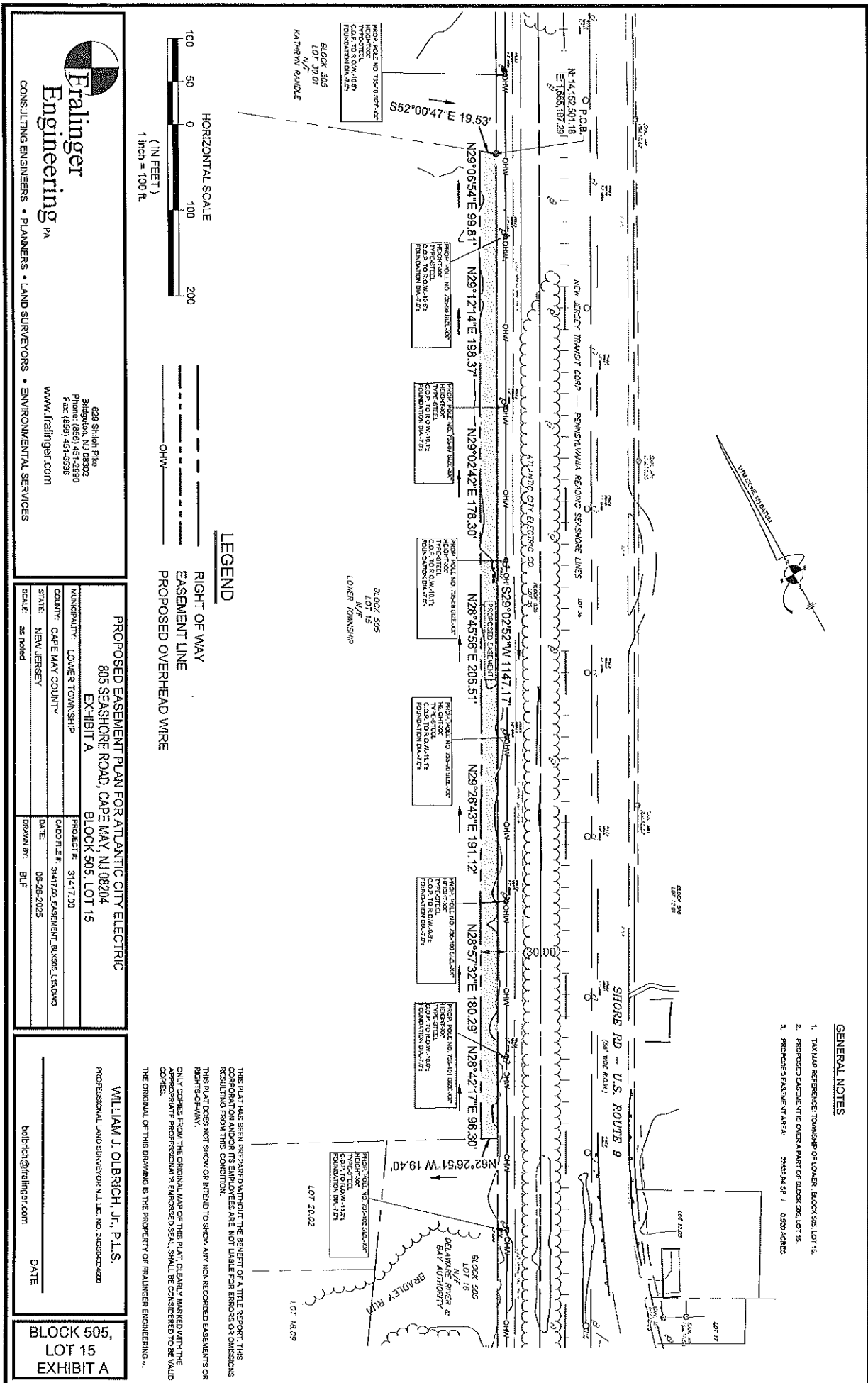
Notary
Seal/Stamp Here

Please complete in black ink.

FOR ACE USE ONLY

Secured by: [type Secured By]	Grantor: Township of Lower
Address: 805 Seashore Road	Job Order Number:
County State: Cape May, NJ	Pole Number:
Date of Easement:	Township: Lower
Development:	
Tax Parcels: Block 505 Lot 15	

Please complete in black ink.



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

ORDINANCE #2025-19

Title: **AN ORDINANCE AMENDING CHAPTER 475, PARKS AND RECREATION AREAS, ARTICLE I, GENERAL RULES AND REGULATIONS, SUBSECTION 1(C), OF THE CODE OF THE TOWNSHIP OF LOWER, TO ESTABLISH HOURS OF OPERATION FOR TOWNSHIP OWNED PARKS AND RECREATION AREAS**

WHEREAS, the Township Council of the Township of Lower recognizes the importance of providing safe and accessible parks and recreation areas for the benefit, enjoyment, and general welfare of its residents and visitors; and

WHEREAS, the Township currently regulates hours of operation for its parks and recreation areas through a general ordinance that applies uniform hours to all such public facilities, with a specific exception for Canal Park; and

WHEREAS, over the course of the last several years, the Township has renovated and improved a number of its public parks and recreation areas, enhancing recreational amenities and opportunities to residents and visitors alike; and

WHEREAS, in consideration of the park and recreation area improvements effectuated by the Township, the Township Council has determined that the current hours of operation applied to all public parks and recreation areas does not adequately reflect the unique characteristics, usage patterns, and neighborhood considerations applicable to each individual park and recreation area; and

WHEREAS, the Township desires to amend its existing ordinance to establish tailored hours of operation for each Township owned park and recreation area, in order to better serve the needs of the community, promote public safety, and minimize potential disturbances to nearby residential areas; and

WHEREAS, the Township finds that setting specific hours for individual parks is in the best interest of the public health, safety, and welfare and is consistent with the Township's commitment to responsible park management and community engagement;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Chapter 475, Parks and Recreation Areas, Article I, General Rules and Regulations, Subsection 1(C), Hours of Operation, is hereby amended as follows:

Section 1. Chapter 475, Parks and Recreation Areas, Article I, General Rules and Regulations, Subsection 1(C), Hours of Operation, is hereby amended and supplemented as follows:

475-1(C) Hours of operation. The following hours of operation are hereby established for each individual Township-owned park and recreation area:

- (1) Clem Mulligan Park
Location: 202 Caroline Avenue, Villas, NJ 08251
Hours of Operation: 7:00 a.m. to Dusk
- (2) Lower Township Recreation Center Playground
Location: 2600 Bayshore Road, Villas, NJ 08251
Hours of Operation: 8:00 a.m. to 9:00 p.m.
- (3) Rotary Park
Location: 2900 Bayshore Road, Villas, NJ 08251
Hours of Operation: 7:00 a.m. to Dusk.
- (4) Mindy Park
Location: Mindy Avenue, North Cape May, NJ 08204
Hours of Operation: 7:00 a.m. to Dusk

- (5) Mitnick Park (also known as Jonathan Hoffman Park)
Location: 3913 Bayshore Avenue, North Cape May, NJ 08204
Hours of Operation: 7:00 a.m. to Dusk
- (6) David Douglass Memorial Park (also known as Canal Park)
Location: Beach Drive, North Cape May, NJ 08204
Hours of Operation: Dawn to Dusk
- (7) Freeman Douglass Park (also known as Bennett's Crossing)
Location: 677 Route 9, Erma, NJ 08204
Hours of Operation: 7:00 a.m. to Dusk
- (8) Diamond Beach Park
Location: Rochester & Seaview Avenue, Diamond Beach, NJ 08260
Hours of Operation: 7:00 a.m. to Dusk
** NO PICKLEBALL UNTIL 8:00am
- (9) Bayshore Pickle Ball
Location: 2600 Bayshore Road, Villas, NJ 08251
Hours of Operation: 8:00 a.m. to Dusk

The aforementioned hours of operation shall not apply to Township-sponsored/sanctioned events.

Adult/parental supervision of minor children utilizing parks and recreation areas is strongly encouraged for safety purposes. It shall be unlawful for any person to enter or remain in any Township park or recreation area outside the designated hours of operation. Violators may be subject to penalties as provided in the general penalty provisions of the Township Code.

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

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

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

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

First Reading: August 4, 2025

Kevin Coombs, Deputy Mayor

Adopted:

Frank Sippel, Mayor

Attest: _____
Julie A Picard, Township Clerk

CASH RECONCILIATION JULY 31, 2025

	Cash		Less Checks Outstanding	Cash Book Balance
	*On Hand	On Deposit		
Current	1,687,307.03	5,571,136.01	1,097,436.85	6,161,006.19
Trust - Assessment				
Trust - Dog License	55.00	11,752.00	0.00	11,807.00
Trust - Other	18,297.22	4,713,457.52	110,103.19	4,621,651.55
Capital - General	0.00	2,277,586.15	1,260,524.83	1,017,061.32
Water - Operating				0.00
Water - Capital				0.00
Assessment Utility Trust				0.00
Public Assistance**				0.00
Garbage District				0.00
Grant Fund				0.00
Total	1,705,659.25	12,573,931.68	2,468,064.87	11,811,526.06

*Include Deposits In Transit (and change funds)

****Be sure to include a Public Assistance Account reconciliation and trial balance if the municipality maintains such a bank account.**

REQUIRED CERTIFICATION

I hereby certify that all amounts shown in the "Cash on Deposits" column on Sheet 9 and 9(a) have been verified with the applicable bank statements, certificates, agreements or passbooks at 31-Jul-25

I also certify that all amounts, if any, shown for investments in Savings and Loan Association on any trial balance have been verified with the applicable passbook at 31-Jul-25

All "Certificates of Deposits," "Repurchase Agreements," and other investments must be reported as cash and included in this certification.

(THIS MUST BE SIGNED BY THE REGISTERED MUNICIPAL ACCOUNTANT (STATUTORY AUDITOR) OR CHIEF FINANCIAL OFFICER) depending on who prepared this Annual Financial Statement as certified to on Sheet 1 or 1(a).

Signature:

Lauren Read

Title: CFO, Township of Lower

Township of Lower
Treasurer's Report
2025

BEG. BAL. JAN. 1, 2025		Total	Jan	Feb	Mar	Apr	May	June	July
RECEIPTS:		13,350,401.70	13,350,401.70	12,630,447.37	16,243,660.80	12,782,873.23	8,704,684.50	14,118,067.07	12,431,447.14
Per Revenue Status		53,552,271.68	5,306,800.69	13,215,888.81	2,520,373.67	11,076,301.23	13,984,208.41	1,541,298.39	5,907,400.48
less: post cash surplus		(4,500,000.00)				(4,500,000.00)			
less: post State Aid received P/Y		(20,236.00)							(20,236.00)
less: post prepaid comm. trash		0.00							
Transfers:		49,032,035.68	5,306,800.69	13,215,888.81	2,520,373.67	6,576,301.23	13,984,208.41	1,541,298.39	5,887,164.48
FIS Grant fund-clear interfund w/trust		0.00							
Capital - Clear Interfund		932,117.16	575,775.42	69,858.28	123,649.92	162,833.54			
Grants Received:									
ALED \$ RECD		2,063.32						2,063.32	
CC \$ RECD		103,145.30					103,145.30		
CMC Arts \$ Reqd		7,106.25							
CMC Infrastructure \$ Reqd		400,000.00							
Click it or Ticket		5,565.00							5,565.00
DISTRACTED DRIVING \$ RECD		3,360.00					3,360.00		
DSGPO \$ RECD		6,580.00	6,580.00						
JIF \$ Reqd		6,225.00	2,750.00			3,475.00			
NJDOT - BEACH/DELAWARE AVE		118,642.50							118,642.50
OPEN SPACE \$ RECD		846,289.16					846,289.16		
Opoid Settlement		10,905.86					2,323.75	8,582.11	
Recycling Tonnage \$ Reqd		36,957.49				36,957.49			
TOTAL RECEIPTS:		51,510,992.72	5,891,906.11	13,692,853.34	2,644,023.59	6,779,567.26	14,939,326.62	1,551,943.82	6,011,371.98
DISBURSEMENTS:									
2024 Reserve		591,414.90	320,928.91	147,102.49	18,589.19	33,470.08	1,472.70	13,841.39	56,010.14
2025 Current		56,838,087.35	5,794,961.55	9,935,857.16	6,109,329.56	10,838,682.13	9,549,510.47	3,218,805.53	11,390,920.96
2025 Capital		2,168,871.11	575,775.42	69,858.28	123,649.92	162,833.54	83,577.49	121,896.57	1,081,279.89
less: Special Emergency		(24,000.00)				(24,000.00)			
less: Def chgs TAX MAP		(35,000.00)				(35,000.00)			
less: Due capital Clf		0.00							
Appropriation Refunds:		(835,299.62)	(79,825.44)	(73,178.02)	(146,757.50)	(118,229.76)	(108,616.61)	(115,979.74)	(192,712.55)
TOTAL DISBURSEMENTS		58,704,073.74	6,611,860.44	10,079,639.91	6,104,811.16	10,857,755.99	9,525,944.05	3,238,563.75	12,285,498.44
END. BAL. DEC. 31, 2025		6,157,320.68	12,630,447.37	16,243,660.80	12,782,873.23	8,704,684.50	14,118,067.07	12,431,447.14	6,157,320.68
Total Appropriation Refunds		(835,299.62)	(79,825.44)	(73,178.02)	(146,757.50)	(118,229.76)	(108,616.61)	(115,979.74)	(192,712.55)
0.00									
Bank Balance									
Checking		10,980,572.56	14,965,701.75	10,566,605.66	8,027,249.70	12,673,789.02	12,356,810.17	4,533,057.55	
Electronic Payments		14,412.23	9,913.86	8,613.31	20,617.56	25,694.74	36,411.79	16,178.40	
Online Payment Acct		882,218.25	1,220,657.17	374,083.50	626,097.91	1,381,598.68	234,197.30	924,556.14	
Total Bank Balance		11,877,203.04	16,196,272.78	10,949,302.47	8,673,965.17	14,081,082.44	12,627,419.26	5,473,792.09	
ADD: Deposits In Transit		911,720.03	225,207.00	2,498,899.06	340,743.64	90,232.94	80,495.43	740,057.40	
LESS: Outstanding Checks		(156,475.70)	(177,818.98)	(666,328.30)	(310,024.31)	(53,248.31)	(276,467.55)	(56,528.81)	
Adjusted Bank Balance		12,630,447.37	16,243,660.80	12,782,873.23	8,704,684.50	14,118,067.07	12,431,447.14	6,157,320.68	
0.00									
Monthly Interest Received-Current Fund		331,216.97	47,530.05	57,961.69	52,979.56	36,494.15	51,931.97	49,709.53	34,610.00
Interest Rate			3.09%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%

OUTSTANDING CHECKS

JULY

2025

[illegible]

6924	300.00
6963	51.25
6965	197.93
6981	-
7014	57.73
7017	140.00
7120	271.70
7121	115.95
7127	363.68
7130	300.00
7133	1,885.62
7137	529.52
7143	195.00
7149	400.00
7150	250.00
7155	575.00
7174	6,008.00
7188	705.00
7189	2,574.00
7190	906.40
7192	537.50
7197	984.95
7202	3,665.85
7207	171.41
7216	8,718.00
due trust	18,297.22
due grants	0.03
due dog	40.00
Subtotal	48,241.74

TOTAL O/S Checks	56,528.81
-------------------------	------------------

161,259.80	ONLINE TAX
306,209.14	ONLINE TAX
107,673.00	GST RECEIVABLE 10/1
2,009.59	TAX
3,389.77	TAX
3,695.13	TAX
4,041.44	TAX
4,071.15	TAX
402.00	POOL
50.00	MLU
76.00	VITAL
165.00	CLERK
116.00	BOCA
524.00	POOL
16,028.36	TAX
28.00	VITAL
265.00	DUE FROM BANK
INTEREST:	
7,525.79	TRUST
102.71	CAPITAL
3.32	BAIL
42.17	COURT
58.53	TAX RED
119.44	PAYROLL
467.48	AGENCY
435.91	TAX PREM
589.74	ESCROW
7,980.79	NJCMF MAY
7,746.63	NJCMF JUNE
8,043.46	NJCMF JULY
1,005.55	DUE FR.TRUST T.LEAVE
50.00	CC POLICE
(120.00)	CC POOL
30.00	CC POOL
170.00	CC CLERK
15.00	CC-DUE TRUST-CAMP
15,000.00	DUE TRUST UFSA
1,419.33	DUE FROM DELTA DENTAL
1,419.33	DUE FROM DELTA DENTAL
52,465.97	DUE TRUST - POC
25,482.87	DIFF CARD USAGE

740,057.40	TOTAL DIT'S
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