

Signed Resolutions - September 18, 2023

- Res. #2023-307 Authorization for the Payment of Vouchers \$1,569,549.24
- Res. #2023-308 Authorization for the Payout of Accumulated Compensatory Time (K.O'Brien \$7,905.12)
- Res. #2023-309 Authorization for the Refund of Taxes
- Res. #2023-310 A Resolution Authorizing a Shared Service Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services
- Res. #2023-311 Knock Out Opioid Abuse Day October 6, 2023
- Res. #2023-312 Contract Award Through New Jersey NASPO Contract to Insight Public Sector for three (3) Automatic License Plate Reader (ALPR) Flock Solar Cameras (\$44,995.50)
- Res. #2023-313 Local Arts Program Grant (\$20,000)
- Res. #2023-314 A Resolution Providing a One-Time Waiver of the Imposition of Late Fees Associated with the Required Annual Renewal of Mercantile Licenses
- Res. #2023-315 A Resolution Approving a Cyber Incident Response Plan and Master Technology Policy for the Township of Lower as Recommended and Required by the Atlantic County Municipal Joint Insurance Fund
- Res. #2023-316 Award National Cooperative Purchasing Agreement with Sourcewell to National Auto Fleet Group to Purchase One (1) 2023 Ford Super Duty F-350 SRW XLT 4WD Super Cab and One (1) 2023 Ford Super Duty F-250 SRW XL 4WD Regular Cab
- Res. #2023-317 Certification of Lot Clearing Charges to the Tax Collector

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
01200	DELTA DENTAL PLAN OF NJ	Continued				
23-02277	09/07/23 AUG 2023 DENTAL CLAIMS	Open	14,415.70	0.00		
			15,759.90			
01201	DELL CORPORATION*					
23-02023	08/07/23 LATITUDE 3540	Open	1,573.01	0.00		
01310	JLP INTL INC*					
23-02221	08/30/23 SERVICE WEIGHT ROOM	Open	265.50	0.00		
01530	FIRE DISTRICT #1					
23-00655	03/13/23 2023 FIRE TAXES	Open	151,550.00	0.00		
01540	FIRE DISTRICT #2					
23-00623	03/09/23 2023 FIRE DISTRICT #2 TAXES	Open	315,300.00	0.00		
01550	FIRE DISTRICT #3					
23-00624	03/09/23 2023 FIRE DISTRICT #3 TAXES	Open	217,050.25	0.00		
01653	GENTILINI FORD ~					
23-01768	07/07/23 PARTS FOR VEHICLES	Open	1,963.70	0.00		
01655	GANN LAW BOOKS*					
23-02058	08/14/23 COURT RULES OF EVIDENCE	Open	200.00	0.00		
01690	GRANTURK EQUIPMENT CO*					
23-02192	08/28/23 HYDRAULIC MANIFOLD VALVE/DPW	Open	1,899.77	0.00		
01741	GENTILINI CHEVROLET, LLC ~					
23-02036	08/10/23 RES#23-274 (2) EQUINOX LS	Open	59,998.00	0.00		
01806	ANTHONY J HARVATT, II, ESQ					
23-02233	08/31/23 ZBA RESOLUTION VOUCHERS	Open	600.00	0.00		
02025	HUNTER JERSEY PETERBILT~					
23-01518	06/09/23 PARTS FOR TRUCKD/DPW	Open	2,092.28	0.00		
02100	CLAUDIA KAMMER					
23-02248	09/06/23 CONTRACTUAL REIMBURSEMENT M	Open	2,287.76	0.00		
02108	KEEN COMPRESSED GAS CO*					
23-01009	05/05/23 BOTTLED GAS FOR GARAGE/DPW	Open	124.11	0.00		B
02140	KINDLE FORD LINC/MERC., INC.*					
23-02259	09/06/23 MATERIAL FOR VEHICLES/DPW	Open	139.36	0.00		
02334	LOWER TWP CHAMBER OF COMMERCE					
23-02159	08/28/23 2023 CONTRIBUTION	Open	4,000.00	0.00		
02647	KATHLEEN MCPHERSON					
23-02288	09/11/23 CONTRACTUAL REIMBURSEMENT M	Open	1,850.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02725	THOMAS MILLS	23-02243	09/06/23	PLUMBING INSPETIONS	Open	564.60	0.00		
03001	STATE TOXICOLOGY LABORATORY*	23-00760	04/03/23	REQ. RANDOM TESTING-DEC '22	Open	90.00	0.00		
03017	SIXSMITH SPORTING GOODS INC*	23-01367	06/06/23	EMPLOYEE SHIRTS	Open	108.85	0.00		
03021	NJ MOTOR VEHICLE COMMISSION	23-02309	09/12/23	TWO NEW VEHICLES/REGISTRATION	Open	120.00	0.00		PC1
03072	NJ STATE LEAGUE OF MUNICIPALITI*	23-02274	09/07/23	2023 LEAGUE 11/14/15/16	Open	1,140.00	0.00		
03449	EUROFINS ENVIRONMENT TESTING	23-00946	04/26/23	2023 SEASONAL POOL CONTRACT	Open	430.00	0.00		
03518	RIGGINS, INC.*	23-02257	09/06/23	OFF IGHWAY DIESEL/DPW	Open	873.92	0.00		
03607	SEASHORE FOOD SUPPLY	23-02286	09/11/23	NNO SUPPLIES	Open	247.60	0.00		
03671	SOUTH JERSEY OVERHEAD DOOR, INC	23-02245	09/06/23	12' DOOR BROKEN CABLE	Open	388.00	0.00		
03688	SOUTHERN NJ CHAPTER NIGP*	23-02173	08/28/23	9-12 ETHICS	Open	38.00	0.00		
03915	TURF EQUIPMENT & SUPPLY CO	23-01660	06/23/23	MOVER PARTS/DPW	Open	510.28	0.00		
		23-02244	09/06/23	MATERIALS FOR MOWER/DPW	Open	624.05	0.00		
						<u>1,134.33</u>			
03958	DEBORAH VAN MOURIK	23-02325	09/12/23	CONTRACTUAL REIMBURSEMENT M	Open	883.80	0.00		
03971	VERIZON WIRELESS MDT POLICE	23-02246	09/06/23	VERIZON POLICE & TWP 7/21-8/20	Open	1,196.87	0.00		
03985	VILLAS NAPA AUTO PARTS	23-01023	05/05/23	RDS/SANT/RECY/DPW	Open	2,103.19	0.00		
03994	MARGARET VITELLI	23-02318	09/12/23	USPS OVERNIGHT EQUIN TITLES	Open	28.75	0.00		
03995	VITAL COMMUNICATIONS, INC.*	23-02010	08/07/23	UPDATED TO EDMUNDS	Open	100.00	0.00		
04075	BARBER CONSULTING SERVICES LLC	23-02328	09/13/23	ENDPOINT PROTECTION 2 ADD	Open	75.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04085	CHRISTOPHER WINTER	23-02290	09/11/23	CONTRACTUAL REIMBURSEMENT V	Open	49.94	0.00		
04097	CINTAS FIRST AID AND SAFETY*	23-02254	09/06/23	RE-STOCK POOL JUNE'23	Open	40.53	0.00		
		23-02349	09/14/23	TOWNHALL FIRST AID 9/13/23	Open	<u>81.88</u>	0.00		
						122.41			
04261	STATE OF NEW JERSEY	23-02268	09/06/23	3RD QTR 2021	Open	17,907.90	0.00		
04300	W B MASON CO INC*	23-02220	08/30/23	FS hp ink and paper order	Open	675.44	0.00		
04301	SEASHORE ASPHALT CORPORATION*	23-01959	07/31/23	ASPHALT/DPW	Open	925.05	0.00		B
05064	CAPE ISLAND GRAPHICS	23-02227	08/31/23	LETTER REPAIRED PATROL UNIT	Open	120.00	0.00		
7117	NJLM	23-02319	09/12/23	M VITELLI PUBLICATION	Open	7.00	0.00		
7228	SOUTH STATE INC.*	23-00786	04/10/23	RES 2023-138 CARRIAGE, BRIDLE	Open	504,047.96	0.00		B
7237	T-MOBILE USA, INC*	23-02287	09/11/23	TOWER DUMP REQ BY DET. BUREAU	Open	300.00	0.00		
7354	FLEETPRIDE INC.*	23-02282	09/11/23	SEAT HI-BACK /DPW	Open	948.81	0.00		
7475	SUZANNE M SCHEID	23-02249	09/06/23	CONTRACTUAL REIMBURSEMENT M	Open	75.00	0.00		
7507	STEFANKIEWICZ & BELASCO LLC*	23-00035	01/06/23	RES#2023-01 EXPENSES DNE\$116K	Open	10,258.44	0.00		B
7618	MEGONIGAL ELECTRIC LLC*	23-02222	08/30/23	REPLACE LIGHTS & TIMER-BENNETT	Open	983.00	0.00		
		23-02241	09/06/23	WORK @ RECREATION CENTER	Open	<u>2,050.00</u>	0.00		
						3,033.00			
7636	MOTT MACDONALD LLC*	23-02271	09/06/23	MOTT MACDONALD ZBA VOUCHERS	Open	3,126.39	0.00		
7739	CHRISTOPHER KERVRAN	23-02289	09/11/23	CONTRACTUAL REIMBURSEMENT V	Open	30.00	0.00		
		23-02305	09/12/23	REIMBURSEMENT- COACH	Open	<u>25.00</u>	0.00		
						55.00			
7751	HOFFMAN'S EXTERMINATING*	23-00053	01/06/23	PEST AGREEMENT-CANAL PARK 2023	Open	132.60	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7793	JACKRABBIT CONSULTING*	23-02242	09/06/23	SPEAKING ENGAGEMENT	Open	1,500.00	0.00		
7929	AMAZON CAPITAL SERVICES, INC ~	23-02054	08/11/23		Open	134.23	0.00		
		23-02068	08/14/23	OXY BRITE NON CHLORINE SHOCK	Open	168.14	0.00		
		23-02168	08/28/23	OFFICE SUPPLIES	Open	152.06	0.00		
		23-02184	08/28/23	GYM WIPE REFILLS	Open	125.98	0.00		
		23-02215	08/30/23	SUPPLIES DPS	Open	1,032.90	0.00		
		23-02275	09/07/23	2024 BUDGET SUPPLIES	Open	<u>279.99</u>	0.00		
						1,893.30			
8131	DOCUVAULT SECURE SHREDDING LC~	23-02265	09/06/23	7/31 & 8/31/23 SHREDDING	Open	458.15	0.00		
8147	SEA GEAR INDUSTRIAL SUPPLY *	23-02262	09/06/23	SPRAYER/DPW	Open	321.65	0.00		
8197	GREAT AMERICAN FINANCIAL SERV	23-01234	05/19/23	MAIL MACHINE LEASE 2023	Open	560.00	0.00		
8439	J&D SERVICES LLC *	23-00723	03/22/23	Change Order #1 Res 2023-119	Open	2,864.43	0.00		B
		23-00901	04/24/23	FINAL 2023 FERTILIZING SERVICE	Open	<u>9,739.06</u>	0.00		B
						12,603.49			
8459	BATTERIES PLUS BULBS #636 ~	23-01695	06/28/23	BATTERIES/DPW	Open	1,004.00	0.00		
8460	RE BUSINESS SOLUTIONS ~	23-02317	09/12/23	COMPUTER REPAIR	Open	400.00	0.00		
8464	JEREMY EMBS	23-02263	09/06/23	J. Embs reimbursment	Open	30.00	0.00		
8672	LOGMEIN INC.	23-00049	01/06/23	2023 GO TO MEETINGS	Open	19.00	0.00		PC1
8706	GOLDENBERG, MACKLER & SAYEGH	22-00413	02/10/22	RES2022-64 DNE \$10K TAX FOREC	Open	748.46	0.00		B
8721	BLANEY, DONOHUE, & WEINBERG PC	23-00036	01/06/23	RES#2023-02 LABOR DNE\$40K	Open	319.00	0.00		B
8723	HOFFMAN INTERNATIONAL INC*	23-00168	01/18/23	PARTS FOR EXCURATOR	Open	205.90	0.00		B
		23-02138	08/21/23	COMPRESSER/DPW	Open	<u>863.86</u>	0.00		
						1,069.76			
8908	COMCAST BUISNESS	23-02329	09/13/23	VOICE PHONES 9/1-9/30/23	Open	1,435.76	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
8909	COMCAST BUSINESS					
23-02332	09/13/23 BUS INTERNET PD 9/1-9/30/23	Open	974.95	0.00		
8972	THE HOME CITY ICE COMPANY ~					
23-02280	09/11/23 BAGS OF ICE /DPW	Open	268.80	0.00		
8991	DHY MOTORSPORTS ~					
23-02146	08/24/23 QUAD PARTS	Open	884.97	0.00		
8999	ECOS SYSTEMS INC ~					
23-01777	07/11/23 KEY MANAGEMENT SYSTEM	Open	11,018.00	0.00		
9006	JUSTIN THOMAS MCDEVITT					
23-02131	08/21/23 B-507.02 L6	Open	371.53	0.00		
9026	STARR SEPTIC LLC ~					
23-02270	09/06/23 LUXURY BATHROOM/DPW	Open	948.00	0.00		
23-02355	09/14/23 LINCOLN BLVD. JUNE-DECEMBER	Open	195.00	0.00		B
23-02356	09/14/23 CANAL PARK - JUNE- DECEMBER	Open	410.00	0.00		B
			1,553.00			
9028	PELLEGRINO CHEVEROLET INC ~					
23-02037	08/10/23 RES 23-273 (2) EQUINOX LS	Open	53,770.00	0.00		
9039	LAND AND SEA FURNITURE ~					
23-02126	08/21/23 WOODEN PICNIC TABLES	Open	2,610.00	0.00		
9046	BERNIE'S AUTO REPAIR LLC					
23-02253	09/06/23 EMERGENCY TOW FROM BLACKWOOD	Open	350.00	0.00		
9047	MAX SAMUELSON					
23-02255	09/06/23 REIMBUR. RESIDENT SANDPAPER	Open	352.00	0.00		
9049	SHANNON O'MALLEY					
23-02304	09/12/23 B-640 L-9	Open	967.50	0.00		
9050	STEVEN TORRES					
23-02306	09/12/23 REIMBURSEMENT- COACH-FOOTBALL	Open	66.98	0.00		
9054	LAWRENCE CELLUCCI					
23-02354	09/14/23 REIMBURSEMENT - COACH	Open	40.00	0.00		
BOSNA	KAREN MANETTE BOSNA					
23-02308	09/12/23 YOGA- MONTH OF AUGUST '23	Open	190.00	0.00		
CMCHE005	CMC HERALD					
23-02135	08/21/23 Ads	Open	650.00	0.00		
NJTAX	NEW JERSEY DIV. OF TAXATION					
23-02261	09/06/23 2ND QTR 2021 INT	Open	111.91	0.00		
PRESS	PRESS OF ATLANTIC CITY					
23-02264	09/06/23 SEPT 2023 DIGITAL SUBSCRIPTION	Open	10.99	0.00		PC1

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SWANK	SWANK MOTION PICTURES, INC*	23-00899	04/20/23	LICENSE FOR MOVIES/FAMILY FUN	Open	465.00	0.00		
Total Purchase Orders: 112 Total P.O. Line Items: 0 Total List Amount: 1,566,894.24 Total Void Amount: 0.00									

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

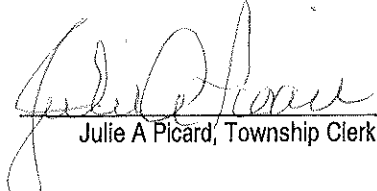
RESOLUTION #2023-307

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	Description	Amount
DIVISON OF PENSIONS	CLAIMS EXPERIENCE REPORT	\$2000.00
CAPE ATLANTIC CONSERVATION	PERMIT FOR SOILS ROTARY PARK	\$655.00
	TOTAL Manual Checks	\$2655.00
	TOTAL Computer Generated	\$1,566,894.24
	TOTAL BILL	\$1,569,549.24

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on SEPT ,18 ,2023.


Julie A Picard, Township Clerk

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

RESOLUTION # 2023-308

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Kevin O'Brien in the amount of 7905.12 is authorized and chargeable to the 2023 Budget account 3-01-25-240-122.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 18, 2023.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

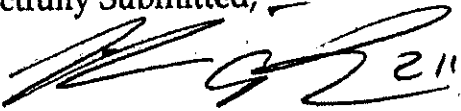
SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Detective Kevin O'Brien
DATE: September 4th, 2023
SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 275 hours of Comp Time. Thank you for your time and consideration sir.

Respectfully Submitted,



Kevin O'Brien
Detective Badge 211

C	File	Officer	Comments
Date			
09/04/2023		156-0204-1700	TOT Cpt. Ryan
9/6/23		Cpt. Ryan	184 TOT chief
9-7-23		181 (BCL)	FWD. TO TOWNSHIP HALL

0* *

28*7459 x

275* =

7,905*123 *+

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

RESOLUTION #2023-309

Title: AUTHORIZATION FOR REFUND OF TAXES

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

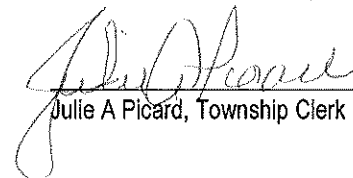
WHEREAS, a refund is due.

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>
640	9	Shannon O'Malley 504 Pacific Avenue	Mortgage Company Responsible	\$ 967.50

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023.


Julie A Picard, Township Clerk

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

RESOLUTION #2023-310

Title: A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, The Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and

WHEREAS, the Township of Lower has utilized and desires to continue to utilize the services of the CMCMUA's System: and

WHEREAS, there presently exists a contract between the Township of Lower and the Authority for the use of the CMCMUA's System for the disposal, transfer and recycling of solid waste entitled "Shared Service Agreement for Solid Waste Disposal and Recycling Services" ("agreement") which will expire on December 31, 2023; and

WHEREAS, the Township of Lower and the Authority desire to enter into a new agreement and to fix the expiration date of said Agreement to occur on December 31, 2025; and

WHEREAS, the Authority has offered the "Shared Service Agreement for Solid Waste Disposal and Recycling Services" to the Township of Lower in order to more efficiently provide and continue to offer municipalities within Cape May County the use of the CMCMUA's Solid Waste System from January 1, 2024 through December 31, 2025; and

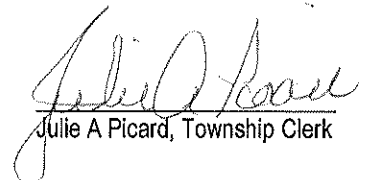
WHEREAS, the Authority has submitted the same proposed form of Agreement to all Cape May County Municipalities which will provide for both solid waste disposal and certain recycling services through December 31, 2025; and

WHEREAS, N.J.S.A 40A:65-1 et seq. the Uniform Shared Service and Consolidation Act, authorizes a municipality to enter into a contract with any other local unit for the sharing of governmental services.

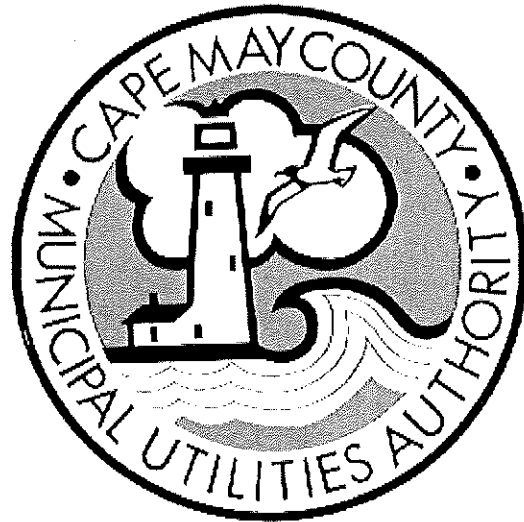
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey, that the Township of Lower shall enter into a contract with the Authority entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services", effective January 1, 2024, in the form to be maintained on file in the Office of the Township of Lower Clerk, and that the appropriate Township of Lower officials are hereby authorized and directed to execute said Agreement.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023


Julie A Picard, Township Clerk

**SHARED SERVICES
AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**



Between

CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

and

TOWNSHIP OF LOWER

Effective

January 1, 2024

SHARED SERVICES AGREEMENT

FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

TABLE OF CONTENTS

	Page
Article I. Definitions	4
Article II. Commencement and Term	4
Article III. Municipality Responsibilities	4
Article IV. CMCMUA Responsibilities	5
Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material	5
Article VI. Solid Waste Disposal Rates”	6
Article VII. Single Stream Recyclable Material Disposal Rates	7
Article VIII. Billing and Payments	8
Article IX. Single Stream Recyclable Material Reports	8
Article X. Technical and Educational Assistance	8
Article XI. Ordinances	8
Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation	9
Article XIII. Licensing of Transporters	9
Article XIV. Monitoring of Solid Waste Disposal Activities.....	9
Article XV. Failure of the Municipality to Perform	10
Article XVI. Failure of the CMCMUA to Perform	10
Article XVII. Disputes.....	11
Article XVIII. Force Majeure.....	11
Article XIX. Excusable Termination of Agreement	11
Article XX. Penalty.....	12
Article XXI. Governing Law	12
Article XXII. Severability	12
Article XXIII. Successors and Assigns	12
Article XXIV. Notices	13
Article XXV. Successor Agreement	13
Article XXVI. Entire Agreement	13
Article XXVII. Favored Municipality Status.....	14

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

This Agreement, is made and dated as of this _____ day of _____, 20_____, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the TOWNSHIP OF LOWER hereinafter called ("Municipality").

WITNESSETH:

WHEREAS, the CMCMUA has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system to serve the County of Cape May; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2025; and

WHEREAS, the CMCMUA and the Municipality are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement, subject to confirmation by Resolution of the governing body of the Authority and by Ordinance of the governing body of the Municipality, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Agreement, the CMCMUA and the Municipality agree as follows:

Article I. Definitions

“Parties” shall mean the CMCMUA and the Municipality.

“Party” shall mean the CMCMUA or the Municipality.

"Single Stream Recyclable Material" shall consist of all Single Stream Recyclable Material as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “A”.

“Solid Waste” shall consist of “Type 10 - Municipal Solid Waste”, “Type 13 – Bulky Waste”, “Type 23 – Vegetative Waste”, “Type 25 - Animal and Food Processing Waste”, and “Type 27 – Dry Industrial Waste (non-hazardous)” as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

“Source Separated Recyclable Material” shall consist of all source separated materials as defined in the “*Cape May County Solid Waste Management Plan*”, as amended, the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, and as summarized in Exhibit “B”.

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2024 and shall remain in effect through December 31, 2025.

Article III. Municipality Responsibilities

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the “*Cape May County Solid Waste Management Plan*”, as amended, (hereinafter the “Plan”) and the “*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*”, as amended, (hereinafter the “Terms and Conditions”), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Single Stream Recyclable Material generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Single Stream Recyclable Material and Source Separated Recyclable Material designated by the Plan or the Terms and Conditions delivered to the CMCMUA to be free from all contaminants.

Loads of Single Stream Recyclable Material and Source Separated Recyclable Material found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

Article IV. CMCMUA Responsibilities

The CMCMUA shall accept for disposal all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Single Stream Recyclable Material and Source Separated Recyclable Material drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material

All Single Stream Recyclable Material and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

Article VI. Solid Waste Disposal Rates^{21,22,23, 24}

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the “*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*” (“User Fees”) as amended by the CMCMUA from time to time. For Calendar Year 2024, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2023. For Calendar Year 2025, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than two percent (2%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2024. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies

²¹ The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C – Construction and Demolition Waste.

²² Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

²³ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

²⁴ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

The CMCMUA shall determine, propose and adopt Solid Waste tipping fees annually, which fees shall be applicable to the disposal of various categories of Solid Waste generated within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the Solid Waste tipping fees proposed and/or adopted by the CMCMUA, applicable to the Solid Waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the Solid Waste tipping fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current Solid Waste tipping fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current Solid Waste tipping fees shall not result in an increase in the Solid Waste tipping fees, applicable to the Municipality, which are in excess of the Solid Waste tipping fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current Solid Waste tipping fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose ²⁵.

The Solid Waste tipping fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

²⁵ The CMCMUA will utilize all such supplemental funding which it receives, if any, for the purpose of debt reduction over a multi-year period to ensure rate stability.

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and/or, if applicable, any Single Stream Recyclable Material which are subject to a tipping fee and/or surcharge, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

Article IX. Single Stream Recyclable Material Reports

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Single Stream Recyclable Material delivered to the CMCMUA.

Article X. Technical and Educational Assistance

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

Article XI. Ordinances

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as

required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material as applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA’s website, www.cmcmua.com. CMCMUA Solid Waste Facilities shall be closed on Sundays.

Article XIII. Licensing of Transporters

Each Solid Waste hauler/transporter who delivers Solid Waste, Single Stream Recyclable Material, and/or Source Separated Recyclable Material to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. Annually, the Municipality shall advise the CMCMUA as to the identity of each Solid Waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

Article XIV. Monitoring of Solid Waste Disposal Activities

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all Solid Waste generators and Solid Waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding Solid Waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing Material (“ACM”) removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site

construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

Article XV. Failure of the Municipality to Perform

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall assess a surcharge for the processing of low revenue Single Stream Recyclable Material. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Single Stream Recyclable Material delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the CMCMUA's actual cost of processing Single Stream Recyclable Material. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

Article XVI. Failure of the CMCMUA to Perform

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable

timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

Article XVII. Disputes

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually resolved, arbitration may be considered by both Parties or litigation may be pursued. In such action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

Article XVIII. Force Majeure

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

Article XIX. Excusable Termination of Agreement

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days notice of termination.

Article XX. Penalty

In the event of a breach of this Agreement by either Party which is not excused under Articles XVIII or XIX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

Article XXI. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

Article XXII. Severability

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XXIII. Successors and Assigns

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

Article XXIV. Notices

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Cape May Court House, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director
Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

Mayor Frank Sippel
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Article XXV. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2024, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

Article XXVI. Entire Agreement

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

Article XXVII. Favored Municipality Status

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of Solid Waste disposal and Recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other Municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

ASST. CORP. SECRETARY

DATE



TOWNSHIP OF LOWER
Mayor Frank Sippel

ATTEST:



MUNICIPAL CLERK

9/18/2023

DATE

EXHIBIT "A"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

<u>Single Stream Recyclable Material</u>	<u>Disposition</u>
<ul style="list-style-type: none">◦ <u>Paper Products</u> - Newspaper with inserts, magazines, office paper, junk mail, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and thrown into the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers. All food contaminated paper and waxed-coated cardboard containers (gable-top milk and juice cartons) and/or boxes shall be disposed of as trash.	<p>Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹</p>
<ul style="list-style-type: none">◦ <u>Glass Food & Beverage Containers</u> – Rinsed and clean clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass, ceramic cups and dishes, and light bulbs. Caps and lids shall be removed from containers and disposed of as trash.	<p>Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹</p>
<ul style="list-style-type: none">◦ <u>Metal Food & Beverage Cans</u> – Rinsed and clean aluminum and steel food and beverage cans, 2.5 gallons or less in size. Excluding paint cans, cookware, or flatware. Caps and lids shall be removed from cans and disposed of as trash.	<p>Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹</p>
<ul style="list-style-type: none">◦ <u>Plastic Bottles, Jars, Jugs, and Containers</u> - Rinsed and clean plastic bottles, jars, jugs, and other hard plastic containers, regardless of color, 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers. Excluding Styrofoam packaging, plastic Solo® cups, empty medicine bottles, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. Caps and lids shall be removed from containers and disposed of as trash.	<p>Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities.¹</p>

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

Source Separated Recyclable Material	Disposition
◦ <u>Computers and Consumer Electronics</u> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents. ¹ Some municipalities provide curbside collection or a container at their drop off depot.
◦ <u>"White Goods" not containing "CFC"</u> – Bulky household metals including washers, dryers, ovens, and water heaters.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>"White Goods" containing "CFC"</u> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge. ¹
◦ <u>All ferrous and non-ferrous scrap</u> – metal, sheet metal, metal piping, aluminum siding, old metal tools, and cookware. Excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Leaves</u>	Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge. ¹
◦ <u>Grass Clippings and Christmas Trees</u>	Grass clippings are to be delivered to and accepted at the Sanitary Landfill Complex only at no charge. Christmas trees are accepted at the Sanitary Landfill Complex and the Transfer Station at no charge only through January 31 st . ¹
◦ <u>Wood Pallets</u>	Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge. ¹
◦ <u>Film Plastic</u> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Street Sweepings</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Catch Basin Clean Out (dewatered)</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Household Hazardous Waste Collection Days</u>	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

<u>Source Separated Recyclable Material</u>	<u>Disposition</u>
◦ <u>Litter Abatement Program</u>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
◦ <u>Abandoned Buildings</u>	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CMCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
◦ <u>Lead Acid Batteries</u> - including motor vehicle, aviation, marine and SLA (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
◦ <u>Antifreeze</u> – which is free of contaminants	Delivered to the Sanitary Landfill Complex or Transfer Station at no cost (limited to 5 gallons per day per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

Cape May County Municipal Utilities Authority

RESOLUTION NO. 105-23

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

WHEREAS, there presently exists an agreement between various municipalities within Cape May County (hereinafter the "Municipalities") and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a one (1) year period ending on December 31, 2023 entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement"); and,

WHEREAS, the CMCMUA now desires to offer to each municipality within Cape May County the opportunity to enter into a new two (2) year Agreement and to fix the expiration date of said Agreement to occur on December 31, 2025; and,


WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a municipality to enter into a contract with any other local unit for sharing of governmental services.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute said Agreement with each municipality within Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan			X			
Ms. Heenan			X			
Mr. Matalucci			X			
Mr. Rixey		X	X			
Ms. Saduk						X
Mr. Betts			X			

I hereby certify the foregoing to be a true and correct copy of Resolution No. 105-23 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 16th day of August 2023.


Assistant Corporate Secretary

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

RESOLUTION # 2023-311

Title: KNOCK OUT OPIOID ABUSE DAY OCTOBER 6, 2023

WHEREAS, New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

WHEREAS, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as Knock Out Opioid Abuse Day in New Jersey in order to raise awareness about the dangers of, and the link between, opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

WHEREAS there were 44 suspected overdose deaths in Cape May County in 2022 according to the NJ Office of the Attorney General and the majority of the County's treatment admissions were for heroin/other opiates in 2021 according to the NJ Department of Human Services Division of Mental Health and Addiction Services; and

WHEREAS, the Knock Out Opioid Abuse Day campaign is sponsored by the Partnership for a Drug Free New Jersey in cooperation with the Governor's Council for Alcoholism and Drug Abuse and the NJ Department of Human Services Division of Mental Health and Addiction Services to raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin use rates in our state, reduce stigma of addiction and shine a light on the need for recovery support, and communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and


WHEREAS, The Township of Lower supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township encourages all residents to utilize the prescription drug drop boxes to dispose of unused and expired medications safely and securely. Prescription drug drop boxes are located at every Police Department in Cape May County;

BE IT FURTHER RESOLVED that October 6, 2023, be recognized as Knock Out Opioid Abuse Day in Lower Township.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023.


Julie A Picard, Township Clerk

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

RESOLUTION # 2023-312

Title: CONTRACT AWARD THROUGH NEW JERSEY NASPO CONTRACT TO INSIGHT PUBLIC SECTOR FOR (3) AUTOMATIC LICENSE PLATE READER (ALPR) FLOCK SOLAR CAMERAS

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

WHEREAS, the Township of Lower intends to enter into a contract with Insight Public Sector SLED for (3) Three Flock Automatic License Plate Reader (ALPR) System through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord #23-08 C-04-55-437-820

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded for the (3) Automatic License Plate Reader Solar Cameras as follows:

AWARD TO: INSIGHT PUBLIC SECTOR SLED
TOTAL: \$44,995.50

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023.

Julie A. Picard
Julie A Picard, Township Clerk

SOLD-TO PARTY 10034458

TOWNSHIP OF LOWER NJ
 405 BREAKWATER RD
 CAPE MAY NJ 08204-4502

SHIP-TO

TOWNSHIP OF LOWER NJ
 405 BREAKWATER RD
 CAPE MAY NJ 08204-4502

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : Insight Assigned Carrier/Ground
 Terms of Delivery: : FOB DESTINATION
 Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at:

<https://www.flocksafety.com/terms-and-conditions-eula>

****MUST BE INCLUDED ON CLIENT PO****

THIS IS A 5 YEAR ANNUAL PAYMENT COMMITMENT

Year 1 - 20-30 - \$9,355.50 - Invoiced 100% upon issuance of PO

Year 2 - Line 40 - \$8,910.00 - Invoiced at first anniversary

Year 3 - Line 50 - \$8,910.00 - Invoiced at first anniversary

Year 4 - Line 60 - \$8,910.00 - Invoiced at first anniversary

Year 5 - Line 70 - \$8,910.00 - Invoiced at first anniversary

Total Contract Commit - \$44,995.50 plus applicable tax

Quotation	
Quotation Number :	0226553873
Document Date :	10-AUG-2023
PO Number :	
PO release:	
Sales Rep :	Dana Zampella
Email :	DANA.ZAMPELLA@INSIGHT.COM
Telephone :	+17326068362
Sales Rep 2 :	Dennis Westerfield
Email :	DENNIS.WESTERFIELD@INSIGHT.COM
Telephone :	+14803501674

Material	Material Description	Quantity	Unit Price	Extended Price
<u>PARTNER-MDS-PO</u>	MANUAL PO - SALES NOTES TO PURCHASING OPEN MARKET	1		
<i>Solution includes the following:</i>				
<u>PS-IMP-EXST</u>	EXISTING INFRASTRUCTURE MOUNTING SERVICE	3	148.50	445.50
<u>FLCK-FALCON-2-LE</u>	STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284) FLOCK GROUP FALCON INFRASTRUCTURE- FREE (SOLAR POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY + MACHINE LEARNING SOFTWARE AND REAL- TIME ALERTS FOR UNLIMITED USERS Coverage Dates: 01-SEP-2023 - 31-AUG-2024 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)	3	2,970.00	8,910.00
<u>FLCK-FALCON-2-LE</u>	FLOCK GROUP FALCON INFRASTRUCTURE- POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL- ALERTS FOR UNLIMITED USERS Coverage Dates: 01-SEP-2024 - 31-AUG-2025	3	2,970.00	8,910.00

Material	Material Description	Quantity	Unit Price	Extended Price
	STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)			
<u>FLCK-FALCON-2-LE</u>	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 01-SEP-2025 - 31-AUG-2026 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)	3	2,970.00	8,910.00
<u>FLCK-FALCON-2-LE</u>	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 01-SEP-2026 - 31-AUG-2027 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)	3	2,970.00	8,910.00
<u>FLCK-FALCON-2-LE</u>	FLOCK GROUP FALCON INFRASTRUCTURE-POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 01-SEP-2027 - 31-AUG-2028 STATE OF NEW JERSEY NASPO CLOUD SOLUTIONS(# AR2485/M4002/18-COMP-00284)	3	2,970.00	8,910.00
			Product Subtotal	44,550.00
			Services Subtotal	445.50
			TAX	0.00
			<u>Total</u>	<u>44,995.50</u>

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Dana Zampella
+17326068362
DANA.ZAMPELLA@INSIGHT.COM

Dennis Westerfield
+14803501674
DENNIS.WESTERFIELD@INSIGHT.COM
Fax 4807607366

Any purchase and use of Citrix Cloud Platform and Citrix Enterprise Software-As-A-Service ("SaaS") Subscriptions is subject to the following Citrix terms of use: <https://www.insight.com/CitrixNaspoTerms>

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

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

RESOLUTION #2023-313

Title: LOCAL ARTS PROGRAM GRANT

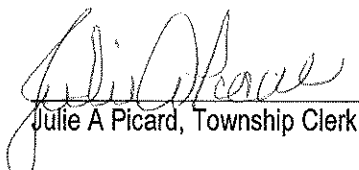
WHEREAS, it is the desire of the governing body of the Township of Lower to apply for and obtain a grant from the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage, for funding in the amount of \$20,000 to carry out a Local Arts Program to facilitate free youth and adult arts programming at various Family Fun events.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage, and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the Township of Lower and the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage.

BE IT FURTHER RESOLVED, that in the event that a grant agreement is executed between the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage and the Township of Lower, the chief executive officer and the grants officer, are hereby authorized and directed to carry out all functions related to the execution and completion of the grant funded project.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held September 18, 2023


Julie A. Picard, Township Clerk

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

RESOLUTION #2023-314

Title: **A RESOLUTION PROVIDING A ONE-TIME WAIVER OF THE IMPOSITION OF LATE FEES ASSOCIATED WITH THE REQUIRED ANNUAL RENEWAL OF MERCANTILE LICENSES**

WHEREAS, in accordance with the provisions of Chapter 432, Mercantile Licenses, of the Code of the Township of Lower, a mercantile license must be obtained by individuals seeking to engage in or carry on, and/or to encourage or assist in the operation of, any business within the Township of Lower; and

WHEREAS, pursuant to § 432-2 of the Code of the Township of Lower, mercantile licenses, with the exception of mercantile licenses associated with the operation of rental units, are valid for one (1) year, from July 15th through July 14th of the following year; and

WHEREAS, pursuant to § 432-4(N)(1) of the Code of the Township of Lower, mercantile license renewal applications and required annual fees associated with same, with the exception of rental units, must be paid on or before July 15th of the year in which the business is intended to be operated, and in the event renewal applications and required annual fees are not received by August 15th, a late fee of \$75 is imposed in addition to the required annual fees; and

WHEREAS, in connection with the renewal of mercantile licenses associated with the 2023-2024 calendar year, the Township of Lower mailed courtesy notices to individuals and businesses who failed to renew their mercantile licenses on or before August 15, 2023, and in response the Township of Lower received several requests from local businesses asking that the \$75 late fee be waived; and

WHEREAS, pursuant to § 432-18 of the Code of the Township of Lower, the Township Council is authorized, by Resolution, to make rules and regulations which interpret or amplify any provision of this chapter or for the purpose of administering the provisions of this chapter or making them more effective; and

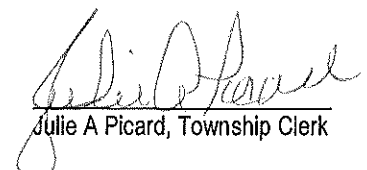
WHEREAS, in light of the limited number of requests received by the Township of Lower seeking a waiver of late fees imposed in connection with the renewal of annual mercantile licenses, and the fact that these requests were received in response to the courtesy renewal notices sent by the Township, the Township Council of the Township of Lower deems it to be appropriate to grant a one-time waiver of late fees imposed in connection with the non-renewal of mercantile licenses on or before August 15, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council hereby waives the \$75 late fee imposed in connection with failing to renew mercantile licenses on or before August 15, 2023 for the following businesses:

- 1. THUNDERCAT DOLPHIN WATCH License #336
- 2. WILDWOOD WAVERUNNERS License #262

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023.


 Julie A. Picard, Township Clerk



Thunder Cat Speedboat LLC

*Cape May Inlet Marina
1001 Ocean Dr.
Wildwood Crest, NJ 08260
609-523-2628*

*www.thundercatdolphinwatch.com
sales@thundercatdolphinwatch.com*

Date: September 11, 2023
Ref: Mercantile License Late Fees
License#: 336 (Thundercat Dolphin Watch LLC)
262 (Wildwood Waverunners LLC)
To: Whom It May Concern

We are asking if you could please waive the late fees for our two business's. It has just come to our attention that the renewals had been mailed to an old address. We are not sure how this happened as other departments within Lower Twp have the correct address, which is 21 Orion Way.

We are sorry for any inconvenience that this has caused your department and you now have received payment in full for the past three years.

Thank you for your consideration,

John Graff
Owner

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

RESOLUTION #2023-315

Title: A RESOLUTION APPROVING A CYBER INCIDENT RESPONSE PLAN AND MASTER TECHNOLOGY POLICY FOR THE TOWNSHIP OF LOWER AS RECOMMENDED AND REQUIRED BY THE ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

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

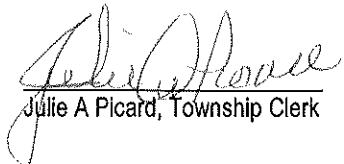
WHEREAS, as a component of the FUND's Cyber Security initiative, the Township of Lower is required to adopt a Cyber Incident Response Plan and a Master Technology Policy for use on all Township owned computers in order to appropriately address and respond to security/data breaches; and

WHEREAS, the secure and confidential nature of these policies render it necessary to maintain copies of said plan and policy on file within the Township Clerk's Office in a secure and confidential location.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the policies, on file in the Clerk's Office, are hereby approved.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023


Julie A. Picard, Township Clerk

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

RESOLUTION # 2023-316

Title: AWARD NATIONAL COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL TO NATIONAL AUTO FLEET GROUP TO PURCHASE ONE (1) 2023 FORD SUPER DUTY F-350 SRW XLT 4WD SUPER CAB AND ONE (1) 2023 FORD SUPER DUTY F-250 SRW XL 4WD REGULAR CAB

WHEREAS, The Township of Lower participates in Sourcewell National Cooperative Purchase Agreement, Membership #28077; and intends to Purchase One (1) 2023 Ford Super Duty F-350 SRW XLT 4WD Super Cab and One (1) 2023 Ford Super Duty F-250 SRW XL 4WD Regular Cab from National Auto Fleet Group, Contract #091521-NAF contract expires November 8, 2025; and

WHEREAS, The Township of Lower is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3); and NCOOP Bid #2023-19 was advertised on September 6, 2023 with comment period ending September 15, 2023; and was reviewed by the QPA and Gary Douglass; and

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

Appropriation: C-04-55-431-220

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded to National Auto Fleet Group pursuant to the proposal submitted in response to the Sourcewell National Cooperative Request for Proposals as follows:

AWARD:	NATIONAL AUTO FLEET GROUP
	\$68,038.36 2023 Super Duty F-350 SRW 4WD
	\$50,576.98 2023 Super Duty F-250 SRW XL
TOTAL	\$118,615.34

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order shall serve as the Contract for the award of the bid.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023.

Julie A. Picard
Julie A Picard, Township Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville
400 Auto Center Drive, Watsonville, CA 95076
(855) 289-6672 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

8/30/2023

Quote ID: 25464

Ms Margaret Vitelli
Township of Lower
2600 Bayshore Rd
Villas, New Jersey, 08251

Dear Margaret Vitelli,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford Super Duty F-350 SRW (X3F) XLT 4WD SuperCab 168" WB 80" CA, Order # 8939) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$67,520.00	\$64,743.36	4.112 %	\$2,776.64
Order # 8939		\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Transportation		\$3,295.00		
Total		\$68,038.36		

- per the attached specifications.

This vehicle(s) is available under the **Sourcwell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572





National Auto Fleet Group

A Division of Chevrolet of Watsonville
400 Auto Center Drive, Watsonville, CA 95078
(855) 288-6572 • (831) 400-8407 Fax
Fleet@NationalAutoFleetGroup.com

8/30/2023

Quote ID: 25460

Ms Margaret Vitelli
Township of Lower
2600 Bayshore Rd
Villas, New Jersey, 08251

Dear Margaret Vitelli,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unusod (2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box 142" WB, Order # 8820) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$49,060.00	\$47,281.98	3.624 %	\$1,778.02
Order # 8820		\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Transportation		\$3,295.00		
Total		\$50,576.98		

- per the attached specifications.

This vehicle(s) is available under the **Sourcwell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



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

RESOLUTION #2023-317

Title: CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR

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

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

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

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

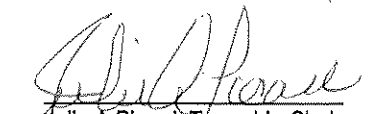
Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
284	20	Helvitson, John etals	204 Pinetree Drive	\$ 200.00	\$ 500.00	\$ 700.00
				TOTAL		\$ 700.00

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 18, 2023


Julie A Picard, Township Clerk



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

NOTICE OF VIOLATION AND ORDER TO CORRECT

IDENTIFICATION

7020 3160 0002 1065 2773

Reference Number: 10018280

Notice Date: 05/24/2023

Comply Date: 06/03/2023

Name: HELVITSON, JOHN, ETALS
Address: 204 PINETREE DR
VILLAS, NJ 08251

Block: 284 Lot : 20 Qual :
Site Address: 204 PINETREE DRIVE
LOWER TOWNSHIP

Phone:

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

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

VIOLATION LISTINGS

Violation No.	Violation Date	Corrected Date	Violation Description
			Violation Comments.
302.1	05/24/2023		PM-302.1 Sanitation: All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.
302.4	05/24/2023		PM-302.4 High Grass and Weeds: High grass and weeds on property need to be cut.
633-2	05/24/2023		633-2: Inoperable Vehicles - It shall be unlawful for any person to store, or to permit, cause or suffer to be stored upon any lands and premises, any motor vehicle which is not capable of being presently used or operated or any motor vehicle not bearing current registration plates or a current state inspection sticker, unless such motor vehicle is garaged.
617-22	05/24/2023		617-22 Parking of Detachable Trailers: No person shall park, store, or suffer or permit the parking or storage of any detachable trailer of any type or description upon the public streets, alleys or parking lots of the

Sincerely,



Don Montgomery (609)886-2624 Ext.102

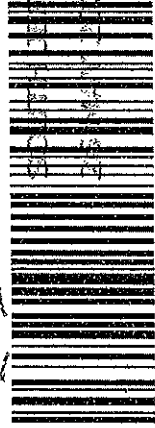
Date

5-24-23

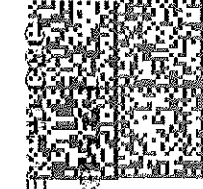


TOWNSHIP OF LOWER
2600 BAYSHORE ROAD
VILLAS, NEW JERSEY 08251

CERTIFIED MAIL



7020 3160 0002 1065 2773



FP US POSTAGE
\$008.10

First-Class-DOM
ZIP 08251

05/25/2023
034A 0081801287

HELVITSON, JOHN, ETALS
204 PINETREE DR
VILLAS, NJ 08251

JML

Lp 80333

NIXIE 171 DE 1 0005/25/23
RETURN TO SENDER
UNDELIVERED
UNABLE TO FORWARD

050702226
EWD
0519-02555-23-47

Block 284

Lot 20

Qualifier:

Owner: HELVITSON, JOHN, ETALS

Prop Loc: 204 PINETREE DRIVE

Account Id: 00002954

General

Owner Street 1: 204 PINETREE DR

Additional Lot 1: L21

Street 2:

Additional Lot 2:

City/St: VILLAS, NJ

Property Class: 2

ZIP: 08251-

Parcel Key:

Country:

Unpaid Interest: .00

Phone: (609) 600-3144

Vendor:

Email:

User Msgs:

Bank Code:

Municipal Lien: Assignment: Bankruptcy: APR 2:

Exclude from Tax Sale:

Outside Lien: Sp Charges: Install. Plan:

Online Payment Restrictions: None



Block: 284

Lot: 20

Qualifier:

LOT CLEARING PENDING

Owner: HELYITSON, JOHN

Prop Loc: 204 PINETREE DRIVE

Account Id: 00002954

Owner Street 1: 103 LINCOLN DRIVE

Additional Lot 1: L21

Street 2:

Additional Lot 2:

City/St DENNSVILLE, NJ

Property Class: 2

Zip: 08070-

Parcel Key:

Country:

Unpaid Interest: .00

Phone: (609) 600-3144

Vendor:

Email:

User Msgs: 020

Bank Code:

Municipal Lien: Assignment: Bankruptcy: APR 2: Exclude from Tax Sale:

Outside Lien: Sp Charges: Install. Plan:

Online Payment Restrictions: None

