

## Signed Resolutions - May 19, 2025

- Res. #2025-181 Authorization for the Payment of Vouchers \$ 312,044.10
- Res. #2025-182 Authorizing Payment for 2025 Regional School Taxes
- Res. #2025-183 A Resolution Requesting Release of Performance Guarantee for Block 495.01, Lot 13.01, Escrow #Z18-02-04
- Res. #2025-184 Approval of the Township of Lower Emergency Operations Plan
- Res. #2025-185 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provisions of Recreational Amenities at Lower Township Family Fun Night on May 23, 2025 – Rain Date May 30, 2025
- Res. #2025-186 Authorization for Refunds of Taxes
- Res. #2025-187 Authorization for the Payout of Accumulated Compensatory Time (T.Girard \$5,620.83)
- Res. #2025-188 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Click It or Ticket \$5,600.)
- Res. #2025-189 Appointment to the Historic Preservation Commission (V.Smith)
- Res. #2025-190 Approval of a Professional Service Contract with Wizards Festival of Fun, Inc. for the Township of Lower's Independence Day Celebration July 3, 2025 (\$15,900)
- Res. #2025-191 A Resolution Requesting that the New Jersey Department of Transportation Relocate Two Existing Bus Stops on Seashore Road (CR626)
- Res. #2025-192 Authorization for the 2025 Summer Expansion Program (\$10,000 grant)
- Res. #2025-193 A Resolution Approving the Acceptance of and Participation In the New Jersey Council for the Humanities Federal Grant for the Historic Preservation Commission of the Township of Lower FAIN #SO-289873-23 (\$1,000)
- Res. #2025-194 Authorizing the sale of Township of Lower Surplus No Longer Needed for Public Use on GOVDEALS Online Auction
- Res. #2025-195 Authorizing the Disposal of Township of Lower Surplus No Longer Needed for Public Use
- Res. #2025-196 Approving a Professional Service Contract with DeBlasio & Associates to Prepare and Submit an Application for the FY2026 NJDOT State Aid Program
- Res. #2025-197 Award New Jersey ESCNJ Cooperative #65MCESCCPS Bid #24/25-38 KC Sign & Awnings for Three (3) LED Signs including installation for a Score Board and Digital Informational sign at the Freeman Douglass / Digital Informational Sign at the Millman Senior Center
- Res. #2025-198 Approval of Change Order #1 for Asphalt Paving Systems, Inc for the Final Quantity Adjustment and Contract Reduction for Cresse Lane – Entire Length West from Route 9 (2024-186)
- Res. #2025-199 A Resolution Ratifying a Four (4) Year Contract Agreement Between the Township of Lower and Lower Township Recreation Aids – Local #3779B, Afscme District Council 63
- Res. #2025-200 A Resolution Providing for a meeting Not Open To the Public in Accordance with the provisions of the New Jersey Public Open Meeting Act NJSA 10.4-12 PERSONNEL
- Res. #2025-201 - A Resolution Authorizing the Township Administration to Process an Involuntary Disability/Voluntary Accidental Disability Retirement Application for Officer Robert Fessler

Resolution #2025-181

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
00153		ATLANTIC CITY ELECTRIC*					
25-01192	05/08/25	STREET LIGHTS APRIL 2025	Open	\$41,889.49	\$0.00		
25-01223	05/14/25	ATLANTIC CITY ELECTRIC MAR-APR	Open	\$17,662.81	\$0.00		
		Vendor Total:		\$59,552.30			
00432		MICHAEL BROGAN					
25-01224	05/14/25	RETIRED HEALTH/RX INS	Open	\$191.88	\$0.00		
00784		CAPE MAY STAR & WAVE					
25-01216	05/13/25	Legals 4/30/2025	Open	\$63.00	\$0.00		
00807		CDW-GOVERNMENT INC*					
25-01055	04/23/25	CDW-G QUOTE #PKG489	Open	\$385.98	\$0.00		
00825		COMCAST INTERNET					
25-01222	05/14/25	COMCAST TV AND INTERNET- MAY	Open	\$549.18	\$0.00		
01075		COPIERS PLUS*					
25-01010	04/16/25	RISO DUPLICATOR FOR DEPT.	Open	\$3,995.00	\$0.00		
01170		VERIZON WIRELESS* F/S					
25-01174	05/08/25	FS 03.27.25 04.26.25	Open	\$168.49	\$0.00		
01171		VERIZON WIRELESS - TOWNHALL					
25-01195	05/09/25	VERIZON PHONE 4/24- 5/23/2025	Open	\$519.16	\$0.00		
25-01196	05/09/25	VERIZON IPHONE 3/29- 4/28/25	Open	\$1,368.85	\$0.00		
		Vendor Total:		\$1,888.01			
01200		DELTA DENTAL PLAN OF NJ					
25-01188	05/08/25	APRIL 2025 DENTAL CLAIMS	Open	\$19,291.65	\$0.00		
01201		DELL MARKETING LP					
25-00464	02/13/25	LAP TOP FOR CAMP DIRECTOR	Open	\$1,516.44	\$0.00		
01575		DAVID FISHER					
25-01190	05/08/25	VISION REIMBURSEMENT	Open	\$155.00	\$0.00		
01590		FORD, SCOTT & ASSOCIATES					
25-00568	02/25/25	RES 25-16 DNE \$43K	Open	\$14,000.00	\$0.00		
01592		FLYING T-SHIRTS					
25-00996	04/14/25	SHIRTS PER CONTRACT/DPW	Open	\$2,863.75	\$0.00		
01653		GENTILINI FORD ~					
25-01091	04/28/25	PARTS FOR TRUCKS/DPW	Open	\$2,982.26	\$0.00		
01741		GENTILINI CHEVROLET, LLC ~					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01741		GENTILINI CHEVROLET, LLC ~	<i>Account Continued</i>				
25-00971	04/14/25	PARTS FOR VEHICLES/DPW	Open	\$140.60	\$0.00		
01806		ANTHONY J HARVATT, II, ESQ					
25-01122	05/01/25	ZBA SOLICITOR SALARY (MAY)	Open	\$834.00	\$0.00		
25-01123	05/01/25	ZBA RESOLUTION VOUCHERS	Open	\$3,200.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$4,034.00</b>			
02236		NIGP MEMBERSHIP DEPT*					
25-01194	05/08/25	2025 MEMBERSHIP M VITELLI QPA	Open	\$195.00	\$0.00		
03158		NAYS					
25-00664	03/07/25	RENEWAL CERTS/SOCCER COACHES	Open	\$20.00	\$0.00		
03354		PERNA FINNIGAN, INC*					
25-01134	05/05/25	25-129 EAN AVE STORM SEWER	Open	\$11,710.43	\$0.00		
03518		RIGGINS, INC.*					
25-01178	05/08/25	OFF HIGHWAY DIESEL/DPW	Open	\$1,075.76	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-01114	04/30/25	A/C FOR NEW SHOP/DPW	Open	\$569.05	\$0.00		
03915		TURF EQUIPMENT & SUPPLY CO ~					
25-00119	01/13/25	MOVER PARTS/DPW/JAN	Open	\$515.86	\$0.00		
03971		VERIZON WIRELESS MDT POLICE					
25-01131	05/05/25	MARCH MDT	Open	\$1,238.21	\$0.00		
03985		VILLAS NAPA AUTO PARTS ~					
25-00967	04/14/25	RDS/SANT/REC/DPW	Open	\$2,740.77	\$0.00		
03994		MARGARET VITELLI					
25-01133	05/05/25	CONF TRAINING EXP	Open	\$199.58	\$0.00		
04075		BARBER CONSULTING SERVICES LLC					
25-01128	05/05/25	PD MALWAREBYTES- END POINT PRO	Open	\$3,023.43	\$0.00		
04085		CHRISTOPHER WINTER					
25-01191	05/08/25	MEDICAL REIMBURSEMENT	Open	\$51.25	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
25-00984	04/14/25	FIRST AID/DPW	Open	\$66.00	\$0.00		
05066		MICHAEL REEB					
25-00701	03/12/25	DJ SERVICES- EASTER EGG HUNT	Open	\$150.00	\$0.00		
7092		TREASURER STATE OF NJ FIRE ENF					
25-01214	05/13/25	Fire Registration	Open	\$382.00	\$0.00		
7098		SHORE VETERINARIAN ANIMAL					
25-00026	01/03/25	RES#2025-48 DNE \$64K ANIMAL	Open	\$10,666.00	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7153 25-01116	04/30/25	SUSAN ZACCAGNINO LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
7165 25-01115	04/30/25	NICOLE PERONE LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
7378 25-01163	05/08/25	TONY PROCOPIO	Open	\$140.00	\$0.00		
7399 25-01161	05/08/25	PATRICIA CONNOR LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
7751 25-00938 25-00939	04/10/25 04/10/25	HOFFMAN'S EXTERMINATING PEST CONTROL/CANAL PARK-YEARLY PEST AGREEMENT-FREEMAN DOUGL	Open Open	\$530.40 \$300.00	\$0.00 \$0.00		
Vendor Total:				\$830.40			
7820 25-01110 25-01125	04/29/25 05/05/25	DEBLASIO & ASSOCIATES, P.C PB ENGINEER VOUCHERS ZBA BOARD ENGINEER VOUCHERS	Open Open	\$868.80 \$6,769.21	\$0.00 \$0.00		
Vendor Total:				\$7,638.01			
7888 24-02504	09/18/24	ASPHALT PAVING SYSTEMS. INC* RES 2024-304 RECONST CRESSE LN	Open	\$10,891.82	\$0.00		B
7929 25-00948 25-00963 25-01118 25-01181 25-01218	04/14/25 04/14/25 04/30/25 05/08/25 05/13/25	AMAZON CAPITAL SERVICES, INC ~ WHEELBARROW WHEELS & OFFICE LACING TOOL & OFFICE SUPPLIES OFFICE SUPPLIES IPads for Council J FLECK OFFICE SUPPLIES	Open Open Open Open Open	\$131.03 \$90.57 \$45.38 \$1,539.95 \$70.05	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		
Vendor Total:				\$1,876.98			
7930 25-01213	05/13/25	RAY WELSH LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
8119 25-01172	05/08/25	WHOOSTER INC WHOOSTER LE SMS 7/22-7/21/2026	Open	\$238.00	\$0.00		
8197 25-00655	03/07/25	GREAT AMERICAN FINANCIAL SERV 2 NEW POSTAGE MACH 4/25-12/25	Open	\$1,439.00	\$0.00		B
8492 24-00267 25-00310	01/22/24 01/27/25	CHRISTOPHER VASSAR JR 2024 EQUIPMENT ALLOWANCE 2025 EQUIPMENT ALLOWANCE	Open Open	\$102.20 \$47.79	\$0.00 \$0.00		B
Vendor Total:				\$149.99			
8706 25-01215	05/13/25	GOLDENBERG, MACKLER & SAYEGH IN REM FORECLOSURE GROUP 2	Open	\$177.30	\$0.00		
8707		PAUL J BALDINI P.A.					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8707		PAUL J BALDINI P.A.	<i>Account Continued</i>				
25-00855	04/01/25	Special Tax Council 2025	Open	\$1,600.00	\$0.00		B
8721		BLANEY, DONOHUE, & WEINBERG PC					
25-00022	01/03/25	RES#2025-03 LABOR DNE \$40K	Open	\$4,026.00	\$0.00		B
8734		THOMAS PLANNING ASSOCIATES LLC					
22-00745	03/29/22	VACANT LAND DNE 16K RES2022-67	Open	\$825.00	\$0.00		
8909		COMCAST BUSINESS PD INTERNET					
25-01193	05/08/25	COMCAST POLICE FIBER/ETHERNET	Open	\$984.95	\$0.00		
9166		REMINGTON & VERNICK ENG II INC					
25-00269	01/27/25	RES 2025-79 ROOFING TOWNHALL	Open	\$5,940.00	\$0.00		
25-00270	01/27/25	RES 2025-79 HVAC REPL TOWNHALL	Open	\$7,450.00	\$0.00		
Vendor Total:				\$13,390.00			
9169		EB EMPLOYEE SOLUTIONS LLC					
25-01177	05/08/25	MAY 2025 DIFFERENCE CARD ADMIN	Open	\$3,753.75	\$0.00		
9296		ALTEK BUSINESS SYSTEMS INC					
25-01129	05/05/25	KYOCERA/DETECTIVES -APRIL	Open	\$28.50	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
25-00021	01/03/25	RES#2025-01 DNE\$150K EXPENSES	Open	\$9,443.00	\$0.00		
9317		VERIZON CONNECT FLEET USA LLC					
25-01187	05/08/25	FLEET GPS 4/1-4/30/25	Open	\$341.10	\$0.00		
9334		THOMSON REUTERS WEST GROUP					
25-01120	04/30/25	COURT PUBLICATIONS 2025	Open	\$636.00	\$0.00		
9363		AKS INDUSTRIES INC.					
25-00789	03/25/25	TENT FOR STAGE FOR CONCERTS	Open	\$11,933.00	\$0.00		
9375		South Jersey Gas					
25-01121	05/01/25	REFUND CHECK#208869	Open	\$500.00	\$0.00		
9376		TOPP BUSINESS SOLUTIONS					
25-01124	05/01/25	POWER SUPPLY FOR AUDIO MIXER	Open	\$155.00	\$0.00		
9378		FERDINAND PORRINO					
25-01160	05/08/25	LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
9379		RYAN COOKE					
25-01162	05/08/25	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
9380		RICH HUDSON					
25-01164	05/08/25	LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
9381		ALBERT TORTORELLO					
25-01165	05/08/25	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		

Vendor # P.O. #	Name PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
9382 25-01166	05/08/25	LEO A. WILLIAMS LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
9383 25-01205	05/13/25	KENNETH ZIMMERMAN BLOCK 600 LOT 4	Open	\$1,087.52	\$0.00		
CARROT 25-00832	03/27/25	CARROT-TOP INDUSTRIES, INC* FLAGS FOR TOWNSHIP	Open	\$1,332.75	\$0.00		
LOWER 25-01151	05/06/25	LOWER TOWNSHIP DIFF CARD TRANSFER APRIL 2025	Open	\$5,493.79	\$0.00		
SMITHA 25-01185	05/08/25	AMY SMITH LACROSSE OFFICIAL	Open	\$210.00	\$0.00		
25-01212	05/13/25	LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
Vendor Total:				\$280.00			
TOMTO005 25-01117	04/30/25	TOM TOTO LACROSSE OFFICIAL	Open	\$210.00	\$0.00		

Total Purchase Orders: 79 Total P.O. Line Items: 0 Total List Amount: \$224,762.74 Total Void Amount: \$0.00

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ATLANTIC COUNTY JIF	#6484	2 <sup>ND</sup> QUARTER PAYMENT	\$84,935.00
US BANK CORP	#6486	PURCHASE CARD	\$2,346.36
TOTAL MANUAL CHECKS:			\$87,281.36
TOTAL COMPUTER GENERATED:			\$224,762.74
TOTAL BILL LIST			\$312,044.10

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025.

  
Julie A Picard, Township Clerk

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

**RESOLUTION #2025-182**

**Title: AUTHORIZING PAYMENT FOR 2025 REGIONAL SCHOOL TAXES**

**WHEREAS**, the amounts listed below are owed to Lower Cape May Regional for current year 2025 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

**WHEREAS**, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner, and

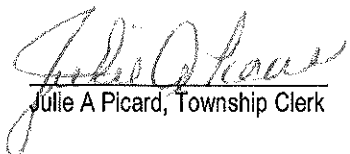
**WHEREAS**, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #5-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer Lauren Reed

SCHOOL TAXES DUE	7/15/2025	\$ 1,598,398.70
SCHOOL TAXES DUE	8/15/2025	\$ 1,598,398.70
SCHOOL TAXES DUE	9/15/2025	\$ 1,598,398.70
SCHOOL TAXES DUE	10/15/2025	\$ 1,598,398.70
SCHOOL TAXES DUE	11/15/2025	\$ 1,598,398.70
		<u>\$ 7,991,993.50</u>

**NOW, THEREFORE BE IT RESOLVED** by the Township Council that the following payments are hereby authorized:

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY		X	X				
COOMBS			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 May 19, 2025

  
Julie A Picard, Township Clerk

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

RESOLUTION #2025-183

Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR  
BLOCK 495.01, LOT 13.01, ESCROW #Z18-02-04

WHEREAS, 115 Breakwater, LLC, posted a Performance Guarantee with the Township of Lower, in the amount of \$304,284.00; and

WHEREAS, the Township Engineer has recommended the improvements, having a total value of \$304,284.00, have been properly installed and are presently acceptable; and

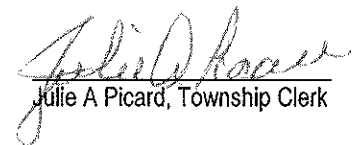
WHEREAS, the Township of Lower Land Development ordinance requires the posting of fifteen (15%) Maintenance Guarantee prior to the complete release of the original Performance Guarantee; and

WHEREAS, fifteen percent (15%) of the original Performance Guarantee equals \$53,734.20;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Performance Guarantee be and hereby is **released**, leaving a balance of \$53,734.20 on account as Maintenance Guarantee.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

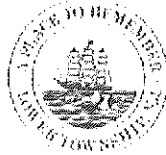
  
Julie A Picard, Township Clerk



Frank Sippel, Mayor  
[fsippel@townshipoflower.org](mailto:fsippel@townshipoflower.org)

Kevin Coombs, Deputy Mayor  
[kcoombs@townshipoflower.org](mailto:kcoombs@townshipoflower.org)

Thomas Conrad, Ward 1  
[tconrad@townshipoflower.org](mailto:tconrad@townshipoflower.org)



TOWNSHIP OF LOWER  
2600 Bayshore Road  
Villas, New Jersey 08251

Joseph Wareham, Ward 2  
[jwareham@townshipoflower.org](mailto:jwareham@townshipoflower.org)

Roland Roy, Jr., Ward 3  
[rroy@townshipoflower.org](mailto:rroy@townshipoflower.org)

Michael Laffey, Manager  
[mlaffey@townshipoflower.org](mailto:mlaffey@townshipoflower.org)

## MEMORANDUM

TO: Township Council

FROM: William J. Galestok, PP, AICP  
Director of Planning

RE: Resolution #2025-183

DATE: May 6, 2025

The Land Development Ordinance of the Township of Lower, Chapter XVI, Subsection 400-81E, requires that, "The governing body shall, by resolution, release or declare in default each Performance Guarantee".

Pursuant to the above referenced Subsection 400-81E, Resolution #2025-183, is required to release the Performance Guarantee held in trust by the Township of Lower for 115 Breakwater Road Major Subdivision. The required final inspection report, certifying completion, compliance, and condition of the work, has been received from the Acting Township Engineer, Mott McDonald.

The Township Engineer recommends release of the Retained \$304,284.00.

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

The Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee, in an amount equal to not more than fifteen percent (15%) of the original estimate of the cost of improvements, shall be filed by the owner. Therefore, \$53,734.20, which is fifteen percent, shall be retained as the Maintenance Guarantee.

cc: Financial File

WJG:kms

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

**RESOLUTION #2025-184**

**Title: APPROVAL OF THE TOWNSHIP OF LOWER EMERGENCY OPERATIONS PLAN**

**WHEREAS**, NJSP Office of Emergency Management Directive 101 Provides the guidelines and procedures for the approval of the Township Emergency Operations Plan; and

**WHEREAS**, the Emergency Management Coordinator has prepared the Emergency Operations Plan for the Township of Lower and has recommended Council adopt said plan; and

**WHEREAS**, Council has no objection to said plan.

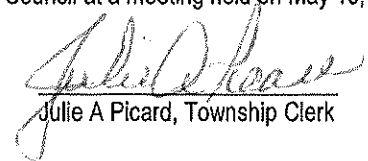
**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Lower Township Emergency Operations Plan as prepared by the Emergency Management Coordinator is hereby adopted effective May 19, 2025.
2. The Mayor is hereby authorized to execute and sign the Township of Lower Emergency Operations Plan.

**BE IT FURTHER RESOLVED**, a copy of the plan shall be filed with the CMC Office of Emergency Management and all other agencies and or departments as necessary or required.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY		X	X				
COOMBS			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 May 19, 2025

  
Julie A Picard, Township Clerk

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

RESOLUTION #2025-185

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 MAY 23, 2025 – RAIN DATE MAY 30, 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 May 23, 2025 – with a rain date of May 30, 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 \$1,910.00; 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  
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	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
COOMBS			<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025.

Julie A. Picard  
Julie A Picard, Township Clerk

# American Bounce

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

## **\*\*Rental Agreement\*\***

Rental Date: 5/23/25 Deposit: \$0.00 Balance Due: \$1910.00  
Name: Lower Twp. Address: Clem Mulligan Sports Complex, 240 Caroline Ave., Villas, NJ.  
Start time: 5:30 pm End time: 8:00 pm  
Signature: \_\_\_\_\_ Rain Date: 5/30/25

## **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 #09966	Large Module Bounce House
NJ #08789	Castle C7 Combo
NJ #08588	Vertical Rush

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 : *Christy Smith* date 5/2/25  
Authorized Representative for AMERICAN BOUNCE

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

LESSEE : *[Signature]* date 1/1

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



# 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).

<b>PRODUCER</b> First Commercial Insurance Agency P.O. Box 295  Cassadaga FL 32706		<b>CONTACT NAME:</b> Tony Cannizzaro <b>PHONE (A/C, No. Ext):</b> (386) 775-1781 <b>E-MAIL:</b> Insuranceguy@cfl.rr.com <b>ADDRESS:</b> Insuranceguy@cfl.rr.com	
<b>INSURED</b>  HORNER ENTERPRISES LLC 443 Almond Rd  Pittsgrove NJ 08318		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 37540	

**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.

INSR	TYPE OF INSURANCE	ADDL	SUBR	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 <input checked="" type="checkbox"/> Retroactive Date: 09/27/024 <input checked="" type="checkbox"/> 3 Year Extended Reporting Claus GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZISMB2828	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ See accident polik PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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: 05/23/25

Event Location: Clem Mulligan Sports Complex (240 Caroline Ave., Villas, NJ, 08251)

**CERTIFICATE HOLDER****CANCELLATION**

Lower Township  2600 Bayshore Road Villas 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 Cannizzaro</i>
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# 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 NAME:	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com		
INSURED Horner Enterprises LLC American Bounce 443 Almond Rd Pittsgrove Township, NJ 08318	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Liability & Fire Insurance Company		20052
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea 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"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability (Errors & Omissions): Claims-Made	Y/N Y	N/A	N9WC874024	04/07/2025	04/07/2026	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 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

## CANCELLATION

Lower Township  
2800 Bayshore Road  
Villas, 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

*Patricia G. G. G.*

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**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: 5/23/25 Rain Date:         

Dated: 4/28/25 Signed: [Signature]

Authorized Signature of the Contractor

Witness: [Signature]



**pmuldoon**

---

**From:** Jim Ridgway <jridgway@jbyrneagency.com>  
**Sent:** Friday, May 16, 2025 2:54 PM  
**To:** pmuldoon  
**Cc:** recreation  
**Subject:** External RE: American Bounce - May 23, 2025

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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.

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**Approved Amusements**

The paperwork submitted for the above captioned event has been reviewed and we find it to be in compliance with the MEL's Amusements requirements.

Thanks,

*Jim Ridgway*

Vice President

**J. BYRNE**

ENTERTAINMENT & RECREATION

917 Madison Avenue

Cape May, N.J. 08204

609-522-3406 x. 149

609-522-2844 Fax

[jridgway@jbyrneagency.com](mailto:jridgway@jbyrneagency.com)

[www.JByrneAgency.com](http://www.JByrneAgency.com)





# American Bounce

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

## Invoice

Date	Invoice No.
05/23/25	5620

AmericanBounceNJ@gmail.com

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

P.O. Number

Terms

Ship To
Clem Mulligan Park 240 Caroline Ave. Villas, NJ 08251

Item	Description	Quantity	Rate	Amount
VERTICAL	22' Vertical Rush 2-lane Rock Climb/Slide	1		0.00
C7	C7 Combo	1		0.00
NINJA Module	15x15 Module	1		0.00
DELIVERY	Delivery Surcharge - Outside of Area	1		0.00
ATTENDANT	Attendants for Bounces event 5:30-8:00 pm	4		0.00
GENERATOR	Generator	1		0.00
PACKAGE	Package Price	1	1,910.00	1,910.00

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	\$1,910.00
Sales Tax (6.625%)	\$0.00
Total	\$1,910.00
Payments/Credits	\$0.00
Balance Due	\$1,910.00

Customer Signature Frank Sippel, Mayor Date 5/19/2025

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

**RESOLUTION #2025-186**

**Title: AUTHORIZATION FOR REFUND OF TAXES**

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

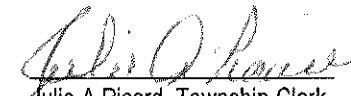
**WHEREAS**, a refund is due.

**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>
600	4	Kenneth Zimmerman	Mortgage Co Responsibility	\$ 1,087.52
210	40	Core Logic Re: Barton	Sold Property	\$ 645.66
494.45	2	Core Logic Re: B3115 Butternut Rd	Exempt Veteran	\$ 1,238.60
410.2	2	Donna Koelle	Mortgage Co Responsibility	\$ 606.69

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
 Julie A Picard, Township Clerk

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

RESOLUTION # 2025-187

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

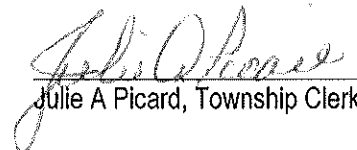
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance, and

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 Thomas Girard in the amount of 5,620.83 is authorized and chargeable to the 2025 Budget account 5-01-25-240-124.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held May 19, 2025.

  
Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis  
FROM: Ptl. Girard #226  
DATE: April 28, 2025  
SUBJECT: Comp Time Buyout

Chief Lewis,

I am asking to submit this letter to payroll requesting a buyout of 250 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,

*Thomas M. Girard #226*

250 X 22.4833 = \$5,620.83

Thomas Girard  
Patrolman Badge 226

C	File	Date	Officer	Comments
		5/3/25	Sgt. [Signature]	to the LT
		5/5/25	LT [Signature]	to Capt. Mayore Confirmed has time
		5-6-25	Capt. Mayore	FWD to D.C. Vanaman
		5-6-25	[Signature]	Vanaman to Chief Lewis
		5-6-25	BI [Signature]	SENT TO TOWN HALL

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

RESOLUTION #2025-188

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,600.00 for an item of revenue in the budget of the year 2025 as follows:

Miscellaneous Revenues –  
Revenue Offset with Appropriations - Click It or Ticket  
Total with increase to be \$ 5,600.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$5,600.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
Public & Private Programs Offset by Revenues - Click It or Ticket  
State/Federal Share \$ 5,600.00  
Non State Share \$  
Total with increase to be \$ 5,600.00

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025.

  
Julie A Picard, Township Clerk

**ccrippen**

---

**From:** Lieutenant Brian McEwing <mcewing@lowertownshippolice.com>  
**Sent:** Wednesday, May 7, 2025 7:59 AM  
**To:** lread; ccrippen  
**Subject:** External Fw: Grant Award: 2025 Click it or Ticket Enforcement Mobilization  
**Attachments:** Click it or Ticket 2025 Officer Daily Report Form.doc; DHTS\_F-2 fillable PDF.pdf; NJDHTS CFO Payroll Cert Ltr Lower Township.docx; County Standard Invoice - Lower Township 2025 Click it or Ticket.doc; Click it or Ticket 2025 Project Summary Form.doc; DHTS\_Payroll Voucher.doc

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.

Please see below regarding the 2025 Click it or ticket grant that will run the end of the month. I'll have the paperwork completed by the end of the week for the distracted driving grant that ended April 30th.

Respectfully,



Lieutenant Brian McEwing #185  
Lower Township Police Department  
405 Breakwater Road  
Erma, NJ 08204  
Work (609) 886-1619 ext 253  
Fax (609) 886-4924

***CONFIDENTIALITY NOTICE: If you have received this e-mail message in error, please notify the sender by e-mail immediately at the address shown. This e-mail transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity for whom it is intended even if addressed incorrectly. Please delete it from you files if you are not the intended recipient. Thank you for your compliance.***

---

**From:** Woltmann\_Christine <Woltmann\_Christine@aclink.org>  
**Sent:** Monday, May 5, 2025 2:33 PM  
**To:** Lieutenant Brian McEwing <mcewing@lowertownshippolice.com>  
**Subject:** Grant Award: 2025 Click it or Ticket Enforcement Mobilization

Congratulations!

The Lower Township Police Department has been awarded a \$5,600 reimbursement grant for the Click it or Ticket enforcement mobilization which will run between May 19 and June 1, 2025. **The grant funded overtime rate is \$70/hr.**

There are 6 forms that must be completed to qualify for reimbursement.

- Officer Daily Activity Report
- The DHTS F-2 Salary Expenditure Detail Form
- The Payroll Certification In lieu of Payroll Registers letter (CFO)
- The State of New Jersey Payment Voucher (CFO)
- County Standard Invoice
- Enforcement Summary Report

Each officer who works a grant-funded enforcement detail **MUST** complete the **Officer Daily Activity Report** which will include their signature and a supervisor's signature. The data from the daily activity report should then be entered on the **F-2 Salary Expenditure Detail Form** by the date each detail was completed. **Please ensure that the time listed on the Officer Daily Report is the same time listed on the F-2 form and in the same format (military or standard time).** The dates must be in chronological order indicating the earliest detail completed first. Once this is completed and signed it should be given to your municipal CFO.

The CFO will need to total the amount claimed and sign the **Payroll Certification in Lieu of Payroll Registers** letter. The CFO will also need to complete the **State of New Jersey Payment Voucher**.

All completed documents should be scanned and emailed to [woltmann\\_christine@aclink.org](mailto:woltmann_christine@aclink.org) no later than **Monday, June 16, 2025**.

**It is the expectation of the New Jersey Division of Highway Traffic Safety that the Law Enforcement Performance Standards (attached) are met by every Officer.**

Please feel free to reach out to me with any questions. I can be reached via the email above or at (609) 407-6739.

Thank you in advance for your participation.

Christine Woltmann  
Highway Traffic Safety – Atlantic-Cape May Region  
(609) 407-6739 office  
(609) 517-1590 cell



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

RESOLUTION #2025-189

Title: APPOINTMENT TO THE HISTORIC PRESERVATION COMMISSION

WHEREAS, there currently exists a vacancy on the Historic Preservation Commission; and

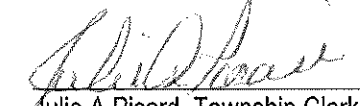
WHEREAS, Council has reviewed the applications currently on file in the Clerk's Office.

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>CLASS</u>	<u>TERM EXP</u>
Vincent Smith	Regular Member	Class C	May, 2029

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # \_\_\_\_\_ Board/Comm./Auth. \_\_\_\_\_

Term Exp. \_\_\_\_\_ Replaced \_\_\_\_\_ or Reappointed \_\_\_\_\_

TOWNSHIP OF LOWER  
CITIZEN LEADERSHIP FORM

NAME VINNY Smith

RCVD MAY 15 '25

CITY AND STATE NORTH CAPE MAY, NJ

YEARS OF RESIDENCY IN TOWNSHIP 25 OCCUPATION PERFORMING MUSICIAN / RETIRED

Please number in order of preference which ones you wish to be considered for.

☐ Cable Television Advisory Board  
☐ Environmental Commission  
☒ Historic Preservation Commission  
☐ Citizen Advisory Board

☐ Municipal Utilities Authority  
☐ Planning Board  
☐ Recreation Advisory Board  
☐ Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

Seton Hall University (BA) 1991 History MAJOR

Active PARTICIPANT in (HPC) since Oct. 2024

Enjoy the history of Lower Township

Date: 5-15-25 Signature: [Signature]

(VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

3TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2025-190

Title: APPROVAL OF A PROFESSIONAL SERVICE CONTRACT WITH WIZARD'S FESTIVAL OF FUN INC. FOR THE TOWNSHIP OF LOWER'S INDEPENDENCE DAY CELEBRATION JULY 3, 2025

WHEREAS, the Township of Lower is given authority by N.J.S.A 40A:11-5 et seq to enter into contracts for "Professional Services" without competitive bidding, when the need arises so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay to Play law; and

WHEREAS, Al Belmont, President of Wizards Festival of Fun Inc. has provided a proposal for entertainment, including mechanical amusement rides for the Township of Lower's July 3<sup>rd</sup> Independence Day Celebration at a fee of \$15,900.00; and

WHEREAS, the Township Council desires to approve the Proposal contingent upon final approval by the Municipal Excess Liability Joint Insurance Fund (MEL JIF) and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation 5-01-30-420-254


CFO Signature Lauren Read  
Lauren Read, Treasurer

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 contract, without public bidding be awarded to Wizard's Festival of Fun Inc for the entertainment (provide and operate mechanical rides) for the Township of Lower's July 3<sup>rd</sup> Independence Day Celebration at a fee of \$15,900.00.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
Julie A Picard, Township Clerk

## ***Wizard's Festival of Fun Inc***

125 Coles Road  
Blackwood, NJ 08012  
Phone (609) 206-5244  
www.wizardsfestivaloffun.com  
e-mail: [belmontmagic@verizon.net](mailto:belmontmagic@verizon.net)

May 8, 2025

Mr. Mitchell Plenn

Director of Parks and Recreation

Township of Lower

2600 Bayshore Road

Villas, NJ 08251 (Via Fax (609) 886-7838) (Via Email: [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org))

Dear Mr. Plenn:

Thank you for your continued interest in Wizards. As you know, we have contributed to outstanding events for more than 27 years. Our credits include Family Day Celebrations for Armstrong, Hanover Brands, and IBM - Mini-State Fairs for up to 15,000 people including main stage & children's entertainment, fun foods, games, amusement rides and tenting. Because we own and operate our own shows, games, carnival rides and attractions, we offer real value. Our one-stop shopping approach makes event planning a lot easier.

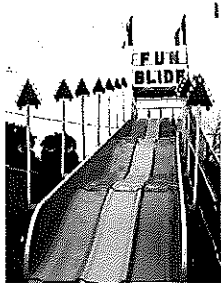
Our proposals are always submitted subject to the following:

- Wizard's Festival of Fun Inc. will be fully responsible for the operation of the rides and no Township of Lower employees or volunteers for the Township of Lower will be involved in the operation of the rides.
- The signature below of Albert M. Belmont Jr, President, Wizard's Festival of Fun Inc indicates Wizard's Festival of Fun Inc's acceptance of a Township of Lower resolution and Wizard's proposal below in totality, and is to be considered an executed contract.
- The signature below of an authorized Township of Lower representative indicates the Township's acceptance of the Township of Lower's resolution and Wizard's proposal below in totality, and is to be considered an executed contract.
- The Township of Lower's resolution, and Wizard's proposal below in totality, constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, representations as to the suitability of the contracted elements for any purpose, warranties or any other representations between the Township of Lower and Wizard's Festival of Fun Inc. other than those set forth in The Township of Lower's resolution, and Wizard's proposal below in totality.

Wizard's Proposal Below Follows in Totality:

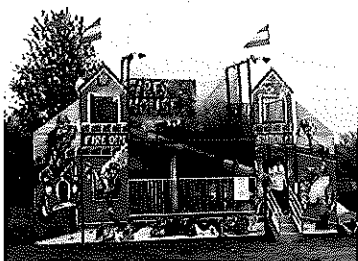
### **Wizard's will provide the following full-size Amusement Rides for Lower Twp on Thurs, July 3, 2025!**

#### ***• Spectacular Fun Slide***



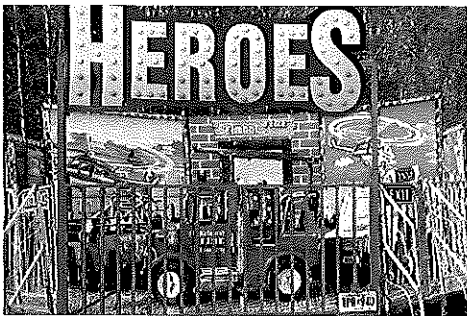
Our Spectacular Fun Giant Slide provides a towering landmark, as well as exciting family slide action for your event.

#### ***• "Kids Town Fire House" Interactive Playport.***



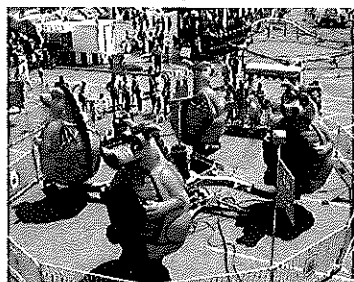
A treat for children from 3 to 12. This colorful Firehouse provides a host of interactive activities including a ball pool, cargo net climb, swinging suspension bridge and enclosed slide tube. 36' w x 16' deep

- ***Heroes.***



A flashy Tribute to our EMS Services. This themed kid ride generates lots of repeat rides thanks to a combination of vehicles including fire trucks, ambulance, police and beach patrol.

- ***Dizzy Dragons.***



Spectacular, spinning Major Ride featuring zany caricature giant Dragons that seat sixteen passengers per ride.



- ***Majestic Express Train.***



The Majestic Express Train is a hugely popular amusement ride with both adults and kids. It's a very versatile machine and a proven crowd pleaser everywhere it is presented. This train can carry 12 adults or 18 children per ride, or a combination of the two.

- ***Two 65KW Three Phase, Sound-Attenuated Generators with NEC Code, UL Approved Power Distribution Systems including four eight-foot ground rods, setup, teardown & fuel.***

All of the above adds up to a memorable, fun-filled package. Our services include detailed rides, uniformed ride crew, *whisper-quiet* power generator, and all advance and day-of-event roundtrip (180 miles) transportation for both personnel and equipment trailers including fuel, tolls, travel pay, and staff travel meals. All Rides are in excellent condition, inspected daily by a NAARSO (National Association of Amusement Ride Safety Officials) Level 2 Ride Inspector and operated in compliance with all New Jersey regulations.

We will operate Wednesday, July 3, 2025 from 5 PM until 9 PM. Total cost for providing the Rides outlined above under the terms and conditions outlined above including transportation, set-up and teardown will be \$ 15,900. There will be NO CHARGE to the public to ride. Our terms are NET 10 days. We have at least 5 years of experience providing ride and entertainment packages. We can provide references upon request. We keep a NAARSO Level 2 or greater Certified Ride Maintenance Technician Mechanic on site throughout the event. With respect to our operations, we provide Commercial General Liability \$1,000,000 per incident, Aggregate \$5,000,000; Auto Liability \$1,000,000, and Statutory Workers Compensation.

We will provide a General Liability Certificate of Insurance naming Lower Township as additional insured. We will also provide Lower Township a Hold Harmless Certificate applying only to our operations at your event. A nationally certified NAARSO Level 2 ride safety official will inspect all rides the day of the event.

All rides will comply with all New Jersey State, Cape May County, and Township of Lower rules and regulations and have proper permits and licenses displayed. We hold a State of New Jersey Business Registration Certificate. Our operations have always met, and exceeded, MEL JIF requirements.

**Since the above equipment and attractions could be committed to longer term events, and works both indoors and outside, our terms are rain or shine. If your event is cancelled, our commitments to Township of Lower will be deemed met and Wizard's will be entitled to payment in full.** You may wish to secure rain insurance to cover your costs. Such insurance can reimburse your expenses, paying a predetermined amount, if a predetermined amount of rain falls during a predetermined period the day of your event, whether your event is cancelled or not. Spectrum Insurance offers rain insurance at reasonable cost. The contact at is Robert Holmes, 816-810-2346. McGowan-Allied Insurance also offers rain insurance at reasonable cost. The contact at McGowan-Allied is Ms. Lisa Cummings, McGowan-Allied Insurance, at 720-984-8575. You may also want to contact Alexander Freedman, Client Services, Rain Protection Insurance at (800) 528-7975. If desired, at the present time, a July 4 Rain Date with no teardown of equipment is available and can be purchased as a separate event contract at additional cost.

Any additions or changes to our proposal will be provided at extra cost to you. Due to the high demand for all of the above items, we cannot give holds on services. We must continue to solicit business. No dates or services can be reserved and Wizard's cannot accept any obligation to provide any element until we have received a purchase order. Please respond to this proposal as soon as possible. Please call if you have any questions. My number is (609) 206-5244.

Thank you for your interest. I look forward to contributing to the success of your event.

Sincerely,


**Al Belmont**

Albert M. Belmont Jr.  
President/Executive Producer  
Wizard's Festival of Fun Inc.  
125 Coles Road  
Blackwood, NJ 08012  
Phone: (609) 206-5244  
e-mail: [belmontmagic@verizon.net](mailto:belmontmagic@verizon.net)

AMB/sp

The content of this proposal includes proprietary information and remains the intellectual property of the author. Copyright 2025, Wizard's Festival of Fun Inc, Blackwood, NJ 08012

For Township of Lower

By: 

Title: Mayor Date: 5/19/2025

For Wizard's Festival of Fun, Inc.

By: \_\_\_\_\_

Title: President Date: \_\_\_\_\_

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

**RESOLUTION #2025-191**

**Title: A RESOLUTION REQUESTING THAT THE NEW JERSEY DEPARTMENT OF TRANSPORTATION RELOCATE TWO EXISTING BUS STOPS ON SEASHORE ROAD (CR 626)**

**WHEREAS**, the Township of Lower has received written correspondence from a resident on Seashore Road (CR 626), a County public right-of-way, requesting that two (2) existing bus stops, located adjacent to Farmstead Avenue and Strawberry Lane, be relocated; and

**WHEREAS**, the New Jersey Department of Transportation has also received complaints from a resident on Seashore Road, and has no objection to relocating the bus stops in question, provided Resolutions in support of this request are received from the Township of Lower and the County of Cape May; and

**WHEREAS**, the Township has evaluated the resident's request, and the situation as a whole, and it has been determined that relocating the bus stops will maintain access to public transportation while also addressing the concerns received from Township residents.

**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 respectfully requests that the New Jersey Department of Transportation take the following action to add two (2) additional bus stops and remove two (2) existing bus stops located on Seashore Road (CR 626);

1. In accordance with the provisions of N.J.S.A. 39:4-8(e), the Township Council of the Township of Lower requests that the following locations along Seashore Road (CR 626) be designated as bus stops:

A. Along Seashore Road (CR 626), northbound, on the easterly side thereof at:

- i. Mayflower Avenue – (Far side)

Beginning at the northerly curb line of Mayflower Avenue and extending 100 feet northerly therefrom (location 33416).

B. Along Seashore Road (CR 626), southbound, on the westerly side thereof at:

- i. Strawberry Lane – (Near side)

Beginning at the northerly curb line of Strawberry Lane and extending 105 feet northerly therefrom (location 16537).

2. In accordance with the provisions of N.J.S.A. 39:4-8(e), the Township Council of the Township of Lower requests that the following locations located along Seashore Road (CR 626) be eliminated as bus stops:

A. Along Seashore Road (CR 626), northbound, on the easterly side thereof at:

- i. Farmstead Avenue – (Near side)

Beginning at the southerly curb line of Farmstead Avenue and extending 105 feet southerly therefrom (location 16534).

B. Along Seashore Road (CR 626), southbound, on the westerly side thereof at:

- i. Strawberry Lane – (Far side)

Beginning at the southerly curb line of Strawberry Lane and extending 100 feet southerly therefrom (location 16537).

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
WAREHAM			X			
ROY		X	X			
COOMBS			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 May 19, 2025

  
Julie A Picard, Township Clerk



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

RESOLUTION # 2025-192

Title: AUTHORIZATION FOR THE 2025 SUMMER EXPANSION PROGRAM

WHEREAS, Lower Township has been awarded federal funding through the Title II Formulas Grant Program, administered by the New Jersey Department of Law and Public Safety; and

WHEREAS, the subaward number assigned to this grant is J-J:6-35-21; and

WHEREAS, the grant period extends from May 1, 2025 to September 30, 2025; and

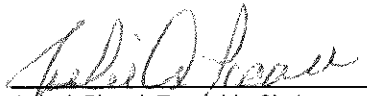
WHEREAS, the total amount of the award is \$10,000, which includes a cash/in-kind match of \$0, if applicable; and

WHEREAS, the Township of Lower acknowledges that these funds shall be used solely for the purposes described in the grant application; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby authorizes the acceptance of the federal grant award and direct the necessary actions to comply with the grant terms.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
WAREHAM			X			
ROY		X	X			
COOMBS			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 May 19, 2025.

  
Julie A Picard, Township Clerk



**State of New Jersey**  
**Office of the Attorney General**  
**DEPARTMENT OF LAW AND PUBLIC SAFETY**  
**Youth Justice Commission**  
**P.O. Box 107**  
**Trenton, New Jersey 08625-0107**

**Philip D. Murphy**  
*Governor*

**Tahesha L. Way**  
*Lt. Governor*

**Matthew J. Platkin**  
*Attorney General*

**Jennifer LeBaron, Ph.D.**  
*Executive Director*

May 6, 2025

Dallas Bohn, Project Director  
Lower Township Police Department  
Villas, New Jersey  
08251

RE: 2025 Summer Expansion Program  
Grant Number: J-J:6-35-21

Dear Dallas Bohn:

We are pleased to inform you that the New Jersey Governor's Juvenile Justice and Delinquency Prevention (JJDP) Committee has approved funding for the Lower Township Police Department in the amount of \$10,000 for the 2025 Summer Expansion Program.

Enclosed is your subgrant award packet. Please review all documents, ensure they are signed as required, and return the completed packet to your assigned Program Specialist, Sean Brown, no later than **May 13, 2025**.

The packet includes the required forms and materials your organization must submit in order to execute the award. To avoid delays in processing, please ensure the full packet is completed and returned. Once approved by the Office of the Attorney General, a fully executed award will be provided to you.

The following items must be completed and/or submitted as part of your award packet:

1. Subaward
2. Certification Form of Compliance with Equal Opportunities Plan Requirements
3. Compliance with Equal Employment Opportunities Plan Requirements
4. Disclosure of Lobbying Activities
5. Civil Rights Training and Certification Completion
6. Civil Rights Compliance Checklist
7. Federal Funding Accountability and Transparency Act Form
8. Required Resolution & Certification
9. Federal and State Special Conditions



10. Title II Grant Table of Contents and Grant Award Conditions and Assurances
11. Vendor Certification and Political Contribution Disclosure
12. Certified Standard Assurances
13. Application Authorization

The following items are not included in this packet. You must obtain them online using the links provided.

14. SAMS.gov Registration Status  
<https://sam.gov/entity-registration>
15. Federal Audit Clearinghouse (FAC) Audit (if applicable)  
[FAC Audit Submission Guide](#)

Per the JJDP State Conditions, any press or media contact related to the funded project must be coordinated with the Youth Justice Commission in advance. The subgrantee must ensure that all required background checks for direct service staff are current and valid in accordance with state law.

Please note that funding under this agreement is contingent upon the continued availability of federal funds appropriated to the Youth Justice Commission, as well as all other terms in the Notice of Availability of Funds.

If you have any questions regarding the award or required documentation, please contact Program Specialist, Sean Brown, at (609)376-0623 or via email at [sean.brown@jjc.nj.gov](mailto:sean.brown@jjc.nj.gov).

Sincerely,

Jennifer LeBaron, Ph.D.  
Executive Director

Enclosures

CC:

Lisa Macaluso, Deputy Executive Director, Policy, Research, and Planning, YJC  
Doris S. Darling, Director, Office of Local Programs & Services, YJC  
Barbara Wallace, Chair, JJDP Committee  
Carla Carter, Manager, JJDP/Grants Unit, YJC  
Sean Brown, Program Specialist, YJC

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

RESOLUTION #2025-193

Title: A RESOLUTION APPROVING THE ACCEPTANCE OF AND PARTICIPATION IN THE  
NEW JERSEY COUNCIL FOR THE HUMANITIES FEDERAL GRANT FOR THE HISTORIC  
PRESERVATION COMMISSION OF THE TOWNSHIP OF LOWER FAIN #SO-289873-23

WHEREAS, the Township of Lower Historic Preservation Commission has applied for and been awarded a New Jersey Council for the Humanities 2025 Community History Federal/State Partnership Grant ; Federal Award Identification Number SO-289873-23 in the amount of \$1,000.00; and

WHEREAS, the Township of Lower Historic Preservation Committee will use these funds between the program dates of February through December, 2025 as indicated in the 2025 Community History Agreement attached hereto.

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

1. That the Township accepts the award of the 2025 Community History grant in the amount of \$1,000.00
2. That the Mayor is hereby authorized to sign the attached Agreement.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
Julie A Picard, Township Clerk

Lower Township Historic Preservation Commission  
2600 Bayshore Road  
Lower Township, NJ 08251  
Project number: CH-2025-05

**Award Identification**

Community History is funded by the New Jersey Council for the Humanities. This award is considered a subaward of state money awarded to the New Jersey Council for the Humanities as appropriated by the State of New Jersey. NJCH receives additional Federal funding through the National Endowment for the Humanities. The Federal award identifying information is required per Section 200.331 of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**1. Federal Award Identification Number (FAIN):**

SO-289873-23

**2. Assistance Listing Number and Name:**

45.129 Promotion of the Humanities Federal-State Partnership

**3. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):**

State Humanities Program

**4. Identification of whether the award is R&D:**

not R&D

**5. Indirect cost rate for the Federal award:**

n/a

**Terms and Conditions**

This agreement is made and entered into this day, by and between the New Jersey Council for the Humanities ("NJCH") and the **Lower Township Historic Preservation Commission** ("Participant Organization").

The Participant Organization shall be directly responsible for participation in this program and the administration of the project created therein.

The term of this agreement shall be a period starting from the date signed until December 31, 2025, or until terminated by either party. The conditions of the agreement apply during this term. This agreement may be supplemented, amended, or modified only by the mutual agreement of the parties and shall not be binding unless it is in writing and signed by all parties. Only the Executive Director of NJCH or an individual authorized by the Executive Director is authorized to modify any of the terms of

this award on behalf of NJCH. NJCH shall not be liable for any costs incurred by the participant which do not conform with the terms of the agreement.

This agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

### **1. Program Description**

Community History participants work closely with their communities to learn about, engage with, and share untold and under-represented stories from those communities. Participants receive instruction on public history practices, develop projects in a cohort environment that encourages collaboration, and receive funding from NJCH to launch projects in their communities. Changes to participants selected to represent Participant Organization in the program must be requested and approved in writing before transferring substantive project work to new personnel.

### **2. Participation**

The Participant Organization agrees to identify one (1) to three (3) representatives to attend all scheduled learning sessions. Should a representative be unable to attend a specific session, an alternate person from the project team may serve as a substitute. Participant Organization is required to notify NJCH immediately of any changes to the project team or primary contact person for the organization.

### **3. Timeline**

Program activities will take place between February and December 2025, including two daylong workshops in February, and 2-hour sessions in the following months that will take place virtually. A full schedule of dates will be confirmed at the start of the program. NJCH will make every effort to accommodate the schedule of participants and expects Participant Organizations to be flexible in return.

Additional one-on-one meetings (virtual) for each Participant Organization will be scheduled throughout the program at times mutually agreeable to all involved.

Any changes to this schedule will be confirmed in writing to the Participant Organization. Changes will take into account the availability of all program participants to the fullest extent possible.

### **4. Participant Organization Responsibilities**

The Participant Organization agrees:

- To attend all scheduled learning sessions.
- To complete all work assigned throughout the program.
- To work with representative members of the broader community to develop a history-focused project in the course of the program. The final project plan and budget must be submitted to NJCH as part of the regular work of this program.
- To participate in program evaluation.
- To submit a final project plan and budget as a culminating assignment for the program. A separate award agreement will be instituted to additional award and scope of work for the project, should the Participant Organization and NJCH mutually agree to continue.

### **5. Use of Funds and Payment Schedule**

The Participant Organization will receive an award of \$1000 for participation in Community History. This award will be released to each participant organization after receipt of this signed agreement and attendance by the Participant Organization at the first workshop. Participant Organizations will be

eligible to receive up to \$5000 in additional funding to implement the project they develop in the course of the program. Information about how this funding is awarded and the schedule of payment will be released during the Community History program.

#### **6. Funding Restrictions and Ineligible Costs**

Details on how NJCH funds can be used to support projects will be part of the course work. The following costs are ineligible on all NJCH-funded work:

- Work outside of the humanities, including the creation or performance of art; creative writing, autobiographies, memoirs, creative nonfiction; and empirically based social science research or policy studies.
- Direct social action or political advocacy, including the advocacy of a program of social or political action, support of specific public policies or legislation, and lobbying.
- Re-grants, prizes, awards, projects that provide academic credit, scholarships, fellowships, or regular course offerings.
- The purchase of land or facilities, capital projects, construction, renovation.
- Acquisitions of major equipment.
- Alcohol and entertainment.
- Fundraising activities, contributions to an endowment, and repayment of loans or debts.
- Overlapping project costs with any other pending or approved NJCH funding.

#### **7. Non-compliance and Termination of Award**

If NJCH determines that the Participant Organization has failed to comply with the terms and conditions of this agreement, NJCH may terminate the agreement for cause. An award may also be terminated by mutual consent of NJCH and the Participant Organization or at the Participant Organization's request. If your award is terminated by NJCH:

- a. Participant Organization will be provided with written notice of termination and will be consulted about the intended termination by NJCH. This termination will not affect any commitments made prior to the date of termination. If there is disagreement as to when these commitments were made, the judgment of NJCH will prevail.
- b. Participant Organization must furnish NJCH with an itemized accounting of funds spent, owed, and left over in your award within 60 days of the termination date.
- c. Participant Organization must return any money that is left over from your award to NJCH within 30 days of termination.

#### **8. Acknowledgment**

The Participant Organization agrees to acknowledge this program using the following language or a reasonable equivalent:

[This program, project, event, etc.] was created as part of Community History, a program of the New Jersey Council for the Humanities, with funding from the State of New Jersey.

Please include NJCH's logo on all print and electronic materials. Logo files are available on the NJCH website: <https://njhumanities.org/resources/>.

#### **9. Indemnification**

As part of the terms of this agreement, the Participant Organization agrees to hold NJCH, the National Endowment for the Humanities, and its employees and agents harmless. The Participant Organization also agrees to defend and indemnify NJCH, the National Endowment for the Humanities, and its employees and agents against all claims, actions, liability, damage, loss, and expense, including attorney

fees, in any matter arising (or alleged to have arisen) from acts or omission by the Participant Organization and its employees, agents, and sub-contractors in connection with the program. The Participant Organization is required to maintain general liability insurance appropriate for the program and the project created therein.

State or federal agencies that are not permitted to indemnify outside organizations or their employees should attach a statement to that effect as an amendment to the agreement.

To protect your interests, NJCH strongly recommends that you develop written agreements whenever services or goods are to be provided to you by others.

#### **10. Intellectual Property**

The Participant Organization agrees that all intellectual property, whether copyrighted or not, including but not limited to any script(s), production material, and related print, audio, visual, or digital materials produced under this agreement ("Products"), shall be subject to the terms and conditions of this section and the other terms hereof. The Participant Organization assumes full responsibility for said conditions and for apprising other funders and project personnel of these terms and conditions.

- a. If the Participant Organization uses any materials copyrighted by others in connection with the project, the Participant Organization shall possess the necessary rights required to use such copyrighted materials.
- b. The Participant Organization may copyright any Products that are developed or acquired in connection with the program. The title to Products developed under this agreement shall remain solely with the Participant Organization, unless a transfer of ownership rights is approved in writing by NJCH.
- c. NJCH and NEH hereby reserve, and Participant Organization hereby grants to NJCH and NEH, a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use for NJCH or NEH purposes any Products created or acquired by the Participant Organization in accordance with this agreement.
- d. The Participant Organization agrees to request from any other person owning a copyright on all or any part of the Product a release stating that NJCH and NEH may use or reproduce, without payment, such person's contribution to the Product.
- e. The Participant Organization agrees to furnish to NJCH, at the Participant Organization's cost, one (1) copy of all Products created through the program at its conclusion.
- f. Products must be offered for distribution to broad public audiences in keeping with NJCH's goal that the New Jersey public have ready and easy access to NJCH award products. All distribution arrangements, including agreements for distributing content across digital platforms, must be submitted to NJCH for review prior to the Participant Organization's signing an agreement. NJCH requires at least fifteen business days for review of distribution agreements. This condition extends to all forms of distribution as well as any plans for modification, repackaging, or repurposing of the production elements. Once distribution agreements are finalized, the Participant Organization shall keep NJCH informed about the outcome of distribution efforts.
- g. During the agreement period, the Participant Organization may use earned income from the distribution of Products to offset its share of the project costs. After the agreement period, the Participant Organization may use earned income in any way it chooses.

#### **11. Doing Business with Debarred and Suspended Parties**

Participant Organization is prohibited from doing business with any organization or person if they have been debarred or suspended by any Federal department or agency. The *OMB Guidelines to Agencies on*



*Government-wide Debarment and Suspension (Non-procurement)* contained in 2 CFR part 180 and the National Endowment for the Humanities regulations contained in 2 CFR part 3369 apply to this award. The Participant Organization is required to ensure compliance by checking the Exclusions area within the Performance Information functional area of SAM.gov (formerly the Excluded Parties List System or EPLS) and complying with Subpart C of these regulations. The Participant Organization is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction.

#### **12. Federal Award Identification**

This program is supported by Federal money granted to NJCH by the National Endowment for the Humanities and is regulated under appropriate Federal cost regulations, adherence to which is required of the Participant Organization. *Please refer to **Award Information** for Federally mandated award identifying information.*

#### **13. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 apply to award recipients.

Funds from this award of Federal money cannot be used for lobbying, fundraising, the purchase of alcoholic beverages, the purchase, construction, or renovation of land or facilities or other unallowable costs (see 2 CFR 200, Subpart E - Cost Principles).

*Please refer to **Addendum I** for highlights of specific Uniform Administrative Requirements, Cost Principles, and Audit Requirements pertinent to this award.*

#### **14. Federally mandated Legal Requirements**

*Please refer to **Addendum II** for Federally mandated legal requirements pertinent to this award.*

### **Addendum I: Uniform Administrative Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 apply to the Participant Organization.

#### **1. Financial Management Standards (2 CFR §200.302)**

The financial management systems of the Participant Organization must meet the requirements set forth in 2 CFR §200.302 Financial management and the following standards:

- a. **Accounting Records.** Participant Organization must maintain records that adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to obligations, unobligated balances, assets, liabilities, expenditures, and income.

Participant Organization shall have a double entry accounting system that is maintained according to generally accepted accounting principles that are applied on a consistent basis. The system should provide for a general ledger, a cash receipts journal, a cash disbursements journal, and a general journal.

- b. **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Participant Organization must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes.
- c. **Allowable Costs.** 2 CFR §200, Subpart E - Cost Principles, the *General Terms and Conditions for General Support Grants to State Humanities Councils*, and the terms and conditions of this award will be followed in determining the reasonableness, allowability, and allocability of costs.
- d. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the award identification number and name of the general ledger accounts that are to be charged or credited.

Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs that are chargeable to the agreement.

## **2. Interest Earned on Advances (2 CFR §200.305)**

Recipients of National Endowment for the Humanities funds are required to maintain advances of Federal funds in interest bearing accounts unless they receive less than \$120,000 in Federal awards during their fiscal year. If the Participant Organization chooses to deposit these funds in an interest-bearing account, it may retain the first \$500 in interest earned each fiscal year. Interest earned in excess of this amount on funds advanced by NJCH shall be forwarded to NJCH and returned to the National Endowment for the Humanities, as detailed in 2 CFR§200.305 (9).

## **3. Allowable and Unallowable Costs**

The allowability of costs and cost allocation methods for work performed under a National Endowment for the Humanities grant shall be determined in accordance with 2 CFR 200, Subpart E - Cost Principles.

In accordance with Public Law 111-88 Sec. 427, none of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

## **4. Fundraising**

Fundraising costs may *not* be charged as expenditures under this award.

## **5. Lobbying Activities (2 CFR §200.450)**

Grant Recipient is prohibited by The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using appropriated National Endowment for the Humanities funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of any of these instruments. While non-Federal funds may be used for such activities, they may not be included in your budget, and their use must be disclosed to NJCH.

These requirements are implemented by the National Endowment for the Humanities in 45 CFR part 1168. Also see 2 CFR §200.450 Lobbying, that provides additional information regarding the lobbying

prohibitions and describes types of activities, such as legislative liaison activities and professional and technical services that are not subject to this prohibition. Therefore, any costs associated with lobbying activities must be recorded separately in Participant Organization's books to ensure that they are not charged to this grant.

The New Jersey Council for the Humanities and the National Endowment for the Humanities are required by the provisions of its appropriations act to reference the text of 18 U.S.C. 1913 in all of its award, cooperative agreement, and contract documents. [The full text is available here.](#)

#### **6. Procurement Standards (2 CFR §§200.317 – 326)**

Award recipients are subject to the procurement standards set forth in 2 CFR §§200.317 – 326. Also see Appendix II to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The standards contained in this section do not relieve the Grant Recipient of the responsibilities arising under its contracts. The Grant Recipient is the responsible authority, without recourse to NJCH or the National Endowment for the Humanities, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. Matters concerning the violation of a statute are to be referred to such Federal, state, or local authority as may have proper jurisdiction.

#### **7. Audit Requirements**

NJCH may inspect or audit Participant Organization's financial accounts and records or may assign a qualified person to do so. Inspection and audit may include visits to the grantee before grant payments are made to make sure that the Participant Organization's accounting system is adequate. The National Endowment for the Humanities may also conduct an inspection or audit. The Federal Government has the right to audit third party accounts related to the grants. Participant Organization shall have audits performed that meet the requirements of the Single Audit Act Amendments of 1996 (31 USC 7501-7507) as implemented by 2 CFR 200, Subpart F - Audit Requirements. Award recipients that expend more than \$750,000 in Federal funds from all sources during their fiscal year are subject to the Single Audit (formerly known as the A-133 audit).

This grant provided by NJCH is a re-grant of money received from the National Endowment for the Humanities, a Federal agency. This means that the funds awarded through this grant are Federal funds (45.129 Promotion of the Humanities\_Federal-State Partnership) and that grantees must comply with any Federal, state, or local laws, rules, or regulations that may pertain.

#### **8. Misapplied Funds**

If NJCH determines that Participant Organization misapplied any of your funds, NJCH has an ownership interest in any money or property acquired through the use of the misapplied funds. You must also repay misapplied funds to NJCH.

#### **9. Uncommitted Funds**

If Participant Organization has funds left over at the end of the program period designated by this agreement that have not been committed for budgeted goods or services, Participant Organization must return these funds to NJCH.

#### **10. Record Retention (2 CFR §§200.333 – 335)**

Financial records, supporting documentation, statistical records, and all other records pertinent to the award shall be retained by the Participant Organization for three years following submission of their final report to NJCH. Records for real property and equipment acquired with the National Endowment for the Humanities funds must be retained for three years after final disposition.

If the three-year retention period is extended because of audits, appeals, litigation, or the settlement of claims arising out of performance, the records shall be retained by the award recipient until such audits, appeals, litigation, or claims are resolved.

NJCH, the National Endowment for the Humanities, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Participant Organization to make audits, examinations, excerpts, transcripts, and copies. See 2 CFR §§200.336 – 337 for additional information.

## Addendum II: Legal Requirements

### **1. Civil Rights and Non-Discrimination**

Organizations and public agencies receiving funding from NJCH must comply with Federal laws governing Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any other applicable Federal, state, and local laws. Under these laws, no person shall be excluded on the grounds of race, color, handicap, age, sex, or national origin from participation in, be denied the benefits of, or be otherwise subjected to discrimination under a program funded by NJCH.

**Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, *on the grounds of race, color, or national origin*, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 2000d *et seq.*) Title VI also extends protection to persons with limited English proficiency. Please note that the National Endowment for the Humanities has issued policy guidance for recipients on “Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency.”

**Title IX of the Education Amendments of 1972** provides that no person in the United States shall, *on the basis of sex*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance. (20 U.S.C. 1681 *et seq.*)

**Section 504 of the Rehabilitation Act of 1973**, as amended, provides that no otherwise qualified individual with a disability in the United States, shall, *solely by reason of his/her disability*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (29 U.S.C.794)

**The Age Discrimination Act of 1975** provides that no person in the United States shall, *on the basis of age*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C.6101 *et seq.*)

**The Americans with Disabilities Act of 1990 (ADA)** prohibits discrimination *on the basis of disability* in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C.12101-12213)

## **2. Labor Standards Assurances – Employment of Professional Performers**

Award recipients that employ professional performers and related or supporting professional personnel under an award (including but not limited to scriptwriters, actors, extras, musicians, stagehands, scenery designers, technicians, electricians, and cinematographers) are subject to the labor standards set forth in 29 CFR Part 505, "Labor Standards on Projects or Productions Assisted by Awards from the National Endowments for the Arts and Humanities." Award recipients are required to provide assurance that:

- 1) these employees will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed to perform similar activities (for example, union or guild rates), and
- 2) no part of any project or production which is financed in whole or in part under a National Endowment for the Humanities award will be performed or engaged in under working conditions that are unsanitary, hazardous, or dangerous to the health and safety of the employee engaged in such project or production.

These regulations apply to faculty and staff employed by educational institutions only if such employees are hired primarily to engage in or to assist in performance activities. Regular faculty or staff hired primarily to teach are excluded even though their teaching activities may include performing or assisting in a performance.

Additional information is available by contacting the U.S. Department of Labor, Wage and Hour Division, Division of Contract Standards and Operations, 200 Constitution Avenue, NW, Washington DC 20210, or from the "Davis-Bacon and Related Acts Home Page".

## **3. Code of Ethics for Projects Related to Native Americans**

Award recipients have the responsibility of ensuring that researchers and scholars working on National Endowment for the Humanities-sponsored projects related to Native Americans, Aleut, Eskimo, or Native Hawaiian peoples will adhere to certain provisions protecting the rights of native communities and peoples as detailed in the *Code of Ethics for Projects Related to Native Americans*.

## **4. Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. 3001 *et seq.*, and 43 CFR Part 10)**

The Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) provides protection of Native American graves and items, that is, human remains, funerary objects, and sacred objects. NAGPRA applies to any organization which controls or possesses Native American human remains and associated funerary objects and which receives Federal funding, even for a purpose unrelated to the Act. More information may be found on the National Park Service website.

## **Addendum III: Payment Information**

NJCH uses an online system called BILL for payments. This system will enable you to receive secure electronic transfers of funds from NJCH directly to your bank account. Unless otherwise specified, the

primary contact will receive an email through that system that will enable your organization to enter in your bank account information (your bank information is encrypted and NJCH will not have access). We process payments on the 15th and 30th of each month.

**Special Instructions for Payment (If Needed)**

Participant Organization is responsible for notifying NJCH of any special payment instructions, e.g., an alternate contact for payments, if your organization requires that payments be made by paper check, or if payments need to be made payable to a name other than the organization name submitted with your application.

**Acceptance of Terms and Conditions**

This award is conditional upon the Participant Organization's acceptance of the terms and conditions set forth herein. By electronically signing this document, you confirm that you are authorized to make legal contracts for the Participant Organization, that you agree to enter into this agreement, and that you agree to accept and comply with the stated terms and conditions of this award.

**For Lower Township Historic Preservation Commission:**

Signature  \_\_\_\_\_

Frank Sippel, Mayor

Date 5/19/2025

**For the New Jersey Council for the Humanities:**

Signature \_\_\_\_\_

Carin Berkowitz, Executive Director

Date \_\_\_\_\_

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

RESOLUTION #2025-194

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

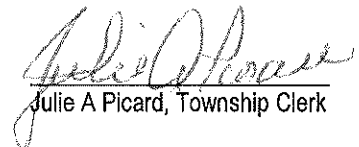
WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at [www.govdeals.com](http://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](http://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	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
WAREHAM			<input checked="" type="checkbox"/>				
ROY		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
COOMBS			<input checked="" type="checkbox"/>				
SIPPEL			<input checked="" type="checkbox"/>				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
Julie A Picard, Township Clerk

SCHEDULE A

GOVDEALS LISTING FOR 5/19/2025 COUNCIL MEETING

1. 2017 Dell Optiplex 7040  
Asset #: 4042  
Service Tag: 20WVKH2
2. 2017 Dell Optiplex 7040  
Asset #: 4043  
Service Tag: 21DTKH2
3. 2016 Dell Optiplex 9010  
Asset #: 2790  
Service Tag: 3J6SHX1
4. 2015 Dell Optiplex 7020  
Asset #: 3647  
Service Tag: B2XCT52
5. 2017 Dell Optiplex 7050  
Asset #: 4262  
Service Tag: 6QJXHL2
6. 2016 Dell Optiplex 7040  
Asset #: 4045  
Service Tag: 1ZZHPD2
7. 2016 Dell Optiplex 7040  
Asset #: 4078  
Service Tag: 1ZZFPD2
8. 2016 Dell Optiplex 9010  
Asset #: 2799  
Service Tag: 17LR7Y1
9. 2017 Dell Optiplex 7050  
Asset #: 4265  
Service Tag: 6QJ2JL2
10. 2017 Dell Optiplex 7050  
Asset #: 4267  
Service Tag: 6QJWHL2
11. 2017 Dell Optiplex 7050  
Asset #: 4264  
Service Tag: 6QJ0JL2
12. 2017 Dell Optiplex 7050  
Asset #: 4263  
Service Tag: 6QHZHL2
13. From Police Department:  
22 Random Bicycles



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

RESOLUTION #2025-195

Title: AUTHORIZING THE DISPOSAL OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE

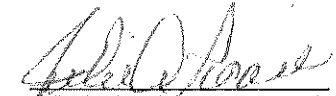
WHEREAS, the Township of Lower has determined that the property described below is no longer needed for public use

<u>ITEM</u>	<u>FIXED ASSET #</u>	<u>REASON</u>
Miller Desk	1580	Broken
Hutch P & Z	2043	Broken

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 dispose of said item.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
Julie A Picard, Township Clerk

5/9/2025

DESTROY RES 2025-195

LOCATION	DESCRIPTION /DISPOSAL	FA#
TOWNHALL	MILLER DESK	1580
TOWNHALL	HUTCH P & Z	2043

A handwritten signature in cursive script, likely of a man, written in dark ink. The signature is fluid and somewhat stylized, with a long horizontal stroke at the end.

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

RESOLUTION #2025-196

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES TO PREPARE AND SUBMIT AN APPLICATION FOR THE FY2026 NJDOT STATE AID PROGRAM**

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, DeBlasio & Associates have provided a proposal to prepare and submit an application for the FY2026 NJDOT State Aid Program at the fee of \$ 2,500.00 for one application in coordination with the Grants Coordinator and Director of Public Works; and the CFO has certified the availability of funds in the following budget lines as evidenced her signature:

Appropriation: 5-01-20-165-199 Engineering

Signature: *Lauren Read*  
Lauren Read, CFO

WHEREAS, the Township Council desires to approve the proposal;

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 \$ 2,500.00 is hereby approved.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

*Julie A. Picard*  
Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

April 30, 2025

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ  
FY2026 NJDOT State Aid Program:  
Municipal Aid, Transit Village, Bikeways and  
Safe Streets to Transit Programs**

Dear Mr. Douglass:

On April 29, 2025, the New Jersey Department of Transportation's (NJDOT) notified all municipalities that applications are being accepted for the FY2026 State Aid programs. The NJDOT is accepting applications for four (4) categories and a brief description of each category is listed below:

- **Municipal Aid** – This \$150 million program has been a significant resource in funding local transportation projects. All municipalities are eligible. The Department continues to encourage municipalities to consider using the Municipal Aid Program to fund projects that support walking and biking in their communities especially now that additional funds are available. NJDOT has set a goal to award up to 10% of the Municipal Aid Program funds to projects such as pedestrian safety improvements, bikeways and streetscapes. An additional \$10 million is provided in Urban Aid for a total of \$150 million.
- **Transit Village** – This program will award grants totaling \$1 million for traditional and non-traditional transportation projects that enhance walking, biking and/or transit rider ship within ½ mile of the transit facility. Only New Jersey municipalities that have been designated as Transit Villages by the Commissioner of Transportation and the inter-agency Transit Village Task force are eligible to apply.
- **Bikeways** – This \$1 million program is intended to fund bicycle projects which create new Bike Path Mileage. It is available to all counties and municipalities. The Department continues to work toward the goal of achieving 1,000 miles of dedicated bikeways in New Jersey. Special consideration will be given to bikeways that are physically separated from motorized vehicular traffic by an open space or barrier, but on-road bike lanes and other bike routes and facilities are also eligible for funding.

- **Safe Streets to Transit** – The Intent of this program is to encourage counties and municipalities to construct safe and accessible pedestrian linkages to transit facilities, in order to promote increased usage of transit by all segments of the population. A total of \$1 million is available for grant awards.

Our fee to prepare and submit the Township's State Aid application(s) is \$2,500.00 for one application and \$1,000.00 for each additional application thereafter.

The applications must be completed and submitted on or before July 1, 2025 on-line thru SAGE. Since the applications must be authorized for submission by an approved resolution of the Township, we are requesting that the Township select the project candidate(s) as soon as possible so that we can meet the application deadline.

Upon your authorization, we are prepared to begin work immediately in the preparation of your 2026 NJDOT State Aid application(s). Should you have any questions or require additional information, please do not hesitate to contact me at our office.

Very truly yours,  
**DeBlasio & Associates**



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

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

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

RESOLUTION # 2025-197

Title: AWARD NEW JERSEY ESCNJ COOPERATIVE #65MCESCCPS BID #24/25-38 KC SIGN & AWNINGS FOR THREE (3) LED SIGNS INCLUDING INSTALLATION FOR A SCORE BOARD AND DIGITAL INFORMATIONAL SIGN AT FREEMAN DOUGLASS / DIGITAL INFORMATIONAL SIGN AT THE MILLMAN SENIOR CENTER

WHEREAS, the Township of Lower participates in the New Jersey ESCNJ Cooperative Agreement #65MCESCCPS, and intends to procure from KC Sign and Awnings, ESCNJ Bid #24/25-38 Signs and Graphics for (3) Three LED Signs: (1) One Score Board and (1) One LED Digital Informational Entrance sign for Freeman Douglass Park and (1) One LED Informational Entrance Sign for the Millman Senior Center, for the Lower Township Recreation Center Playground; and

WHEREAS, on March 20, 2023, the Township of Lower, through Resolution #2023-118, approved the participation in New Jersey cooperative purchasing agreements under the authority of N.J.S.A. 40A:11-11(5), which authorizes contracting units to enter into Cooperative Pricing Agreements utilizing the ESCNJ Agreement. The proposal was reviewed by the Recreation Superintendent and the Qualified Purchasing Agent (QPA);

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

Appropriation Ord 24-08 C-04-55-441-620

Signature *Lauren Read*  
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, that the Township of Lower authorizes the purchase of the (3) Three LED Signs for Freeman Douglass Field and the Millman Senior Center with installation services, from KC Signs & Awnings, in accordance with ESCNJ Bid #24/25-38:

AWARD:	KC SIGNS & AWNINGS INCLUDING INSTALLATION
	MILLMAN CENTER: \$34,275.00
	FREEMAN DOUGLASS: \$58,030.00
	PERMITS AND MISC: \$4,170.00
TOTAL	\$96,475.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

*Julie A. Picard*  
Julie A Picard, Township Clerk

KC Sign & Awnings  
 142 Conchester Highway  
 Aston, PA, 19014- USA  
 Phone: (610)-497-0111 Fax: (610)-497-0110  
 www.kcsignco.com  
 info@kcsignco.com



**Quote Submitted To:**

LOWERTO002  
 Mitchell Plenn  
 Lower Township Recreation Department  
 2600 Bayshore Road  
 Villas, NJ USA

Phone: (609) 886-7880 Ext.  
 Fax:  
 Email [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

**Job Name and Location**

Lower Township Recreation Department  
 Freeman Douglas ak  
 677 Route 9  
 Cape May, NJ 08204- USA

Quotation Number

086059

Quote Date

5/2/2025

Payment Terms

50 Dep/Bal

Contact

JW

Page

Page 1 of 3

Quantity	Description	Unit Price	Extended Price
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1	ESCNJ Co-Op #: Signs and Graphics, Design, Purchase and Installation Bid #ESCNJ 24/25-38	\$0.00	\$0.00
---	---	--------	--------

1	Custom Fabricated Double Sided Sign with Electronic Message Center, to include: ID Header Sign
---	---

- Overall Dimension - 24"h x 96"w x 18" deep
- All Aluminum Construction
- Aluminum Dimensional Trim Top
- 1-Color Matthews Painted Finish - Color \_\_\_\_\_
- LED Illumination
- 3/16" Thick White Acrylic Facing
- Translucent Vinyl Lettering / Graphics
- Photo Cell Installed in Cabinet
- UL Listed and Approved
- Electronic Message Center
- Double-Sided
- Cirrus Outdoor Series 9mm 96 x 256 Pixel Matrix
- Full Color Pixel Configuration
- 281 Trillion Colors
- 36" x 96" Active Viewing Window
- Aluminum perforated mesh endcaps painted black
- 7,500+ Brightness Level (Nits)
- 160 Degree Viewing Angle
- Cell Modem Data Connection
- Lifetime Online Software Training and Technical Support
- 5 Year Manufacturer's Warranty (Parts)
- 1 Year Labor Warranty
- Faux Brick Base
- Overall Dimension - 46"h x 96"w x 24" deep
- Welded aluminum frame with .063" aluminum skin
- Texture Plus faux brick panels
- 2"h x 100"w x 28" Aluminum fabricated cap with painted finish - Color \_\_\_\_\_
- Installation:
- Above installed onto existing anchor bolts
- (2) New 4" x 4" Steel Poles w/ bottom mounting plates
- Connection to customer supplied electrical lead ran to site of sign installation
  - Dedicated electrical line is required for LED Display
- Remove and dispose of existing sign

\*(1) Dedicated 120 volt 20 AMP line is required for LED\*

\*(1) Additional 120 volt line is required for Sign Cabinet\*

Quotation Number  
086059

Quote Date  
5/2/2025

Payment Terms  
50 Dep/Bal

Contact  
JW

Page  
Page 2 of 3

Quantity	Description	Unit Price	Extended Price
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\*Electric must be run to site of sign prior to installation. If electric is not provided at time of installation, customer maybe subject to a \$1,500 return trip charge.

Design Services Hourly Rate- \$10 per Hour/12 Hours= \$120.00

Installation- \$140 per Hour/36 Hours= \$5,040

Percentage Markup- 19%/ \$31,659.66 Cost= \$38,515.00

\$42,835.00

\$42,835.00

1 Custom Fabricated Double Sided Sign with Electronic Message Center, to include:  
ID Header Sign

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  - 5 Year Manufacturer's Warranty (Parts)
  - 1 Year Labor Warranty
- Faux Brick Base
  - Overall Dimension - 22"h x 72"w x 24" deep
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  - Texture Plus faux brick panels
  - 2"h x 78"w x 28" Aluminum fabricated cap with painted finish - Color \_\_\_\_\_
- Installation:
  - Above installed onto (1) New 6" x 6" Steel Pole
  - 30" Round x 36" Deep Concrete Footer
  - Connection to customer supplied electrical lead ran to site of sign installation
    - Dedicated electrical line is required for LED Display

\*(1) Dedicated 120 volt 20 AMP line is required for LED\*

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\*KC SIGN IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES THAT ARE NOT MARKED BY THE STATE ONE CALL SERVICE. If you have underground data lines, sprinkler lines, privately installed electrical lines such as parking lot lights and field lights etc we recommend you hire a locator service to mark these lines\*

\*If rock or water is encountered additional charges may apply\*

\*Customer to provide place to dispose of dirt from new footers. If dirt must be removed from site additional charges will apply\*

Design Services Hourly Rate- \$10 per Hour/12 Hours= \$120.00

Installation- \$140 per Hour/28 Hours= \$3,920.00

Percentage Markup- 19%/ \$25,407.56 Cost= \$30,235.00

\$34,275.00

\$34,275.00



Quantity	Description	Unit Price	Extended Price
1	Scoreboard - Nevco Model: 1600 - Overall size: 60"h x 192"w x 8" deep - Standard color background - Standard color striping - Wireless controller and receivers - Amber/Red LED digits - Static team names - Installed onto existing I Beams - Remove and dispose of existing scoreboard - Connected to customer supplied electric run to site  "KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck "  Design Services Hourly Rate- \$10 per Hour/10 Hours= \$100.00 Installation- \$140 per Hour/28 Hours= \$3,920.00 Percentage Markup- 19%/ \$9,390.76 Cost= \$11,175.00	\$15,195.00	\$15,195.00
3	Engineer's Drawings for Ground sign 25 ft high and under. Price Per Drawing. - If engineer's drawings specify additional structure beyond the estimated amount, an additional charge will apply	\$695.00	\$2,085.00
3	Cost for Sign Permit Acquisition - Staff time to apply for permits and follow up with municipality: - The actual cost of the sign permit is not included in this price, - Additionally if an electrical permit, engineers drawings, or 3rd party inspections are required, they will be added to the final invoice due upon installation	\$695.00	\$2,085.00

Quotes are valid for 15 days. Price subject to change due to tariffs. 50% down on any order, balance due upon completion.. Customer is required to approve the final design; correct spelling is the responsibility of the customer and must be checked prior to approval. Any errors or omissions discovered after approval are the customer's responsibility. Sketches and artwork remain the property of KC Sign and are not to be shared with any design, graphics, printing or sign company without written permission. Quoted prices do not include permit costs. If KC Sign is contracted to obtain permits, an acquisition fee will apply. All costs of permits, licensing fees, engineered and electrical drawings, 3rd party inspections and any other item required by the municipality are the customer's responsibility. Electric must be supplied to the site by the customer; if not available additional charges will apply for electric hook-up. Quoted prices do not include applicable taxes. Customer must supply a tax exemption certificate to be exempt from sales taxes. All signs are the property of KC Sign until paid in full. All signs are custom made therefore any cancellation of work will result in the forfeiture of deposit monies. KC Sign does not offer refunds on any products. Standard Warranty is available on all signs. Damages occurring from "acts of God" are beyond our control and do not fall under any warranties.

**Thank You**

For: Lower Township Recreation Department

SIGNATURE: X

*[Handwritten Signature]*  
*Frank Spigel, Mayor*

DATE: 5/19/2025

KC Sign & Awnings  
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 Aston, PA, 19014- USA  
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LOWERTO002  
 Mitchell Plenn  
 Lower Township Recreation Department  
 2600 Bayshore Road  
 Villas, NJ USA

Phone: (609) 886-7880 Ext.  
 Fax:  
 Email [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

**Job Name and Location**

Lower Township Recreation Department  
 Freeman Douglas ak  
 677 Route 9  
 Cape May, NJ 08204- USA

Quotation Number	Quote Date	Payment Terms	Contact	Page
086059	5/2/2025	50 Dep/Bal	JW	Page 1 of 3

Quantity	Description	Unit Price	Extended Price
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- Aluminum Dimensional Trim Top
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Quotation Number  
086059

Quote Date  
5/2/2025

Payment Terms  
50 Dep/Bal

Contact  
JW

Page  
Page 2 of 3

Quantity	Description	Unit Price	Extended Price
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\$34,275.00

\$34,275.00

Quotation Number  
086059

Quote Date  
5/2/2025

Payment Terms  
50 Dep/Bal

Contact  
JW

Page  
Page 3 of 3

Quantity	Description	Unit Price	Extended Price
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- 1 Scoreboard  
- Nevco Model: 1600  
- Overall size: 60"h x 192"w x 8" deep  
- Standard color background  
- Standard color striping  
- Wireless controller and receivers  
- Amber/Red LED digits  
- Static team names  
- Installed onto existing I Beams  
- Remove and dispose of existing scoreboard  
- Connected to customer supplied electric run to site

"KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck "

Design Services Hourly Rate- \$10 per Hour/10 Hours= \$100.00

Installation- \$140 per Hour/28 Hours= \$3,920.00

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\$15,195.00 \$15,195.00

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Taxable:	\$0.00
Non Taxable:	\$96,475.00
Sales Tax:	\$0.00
Freight:	\$0.00
Misc:	\$0.00
Total:	\$96,475.00

Thank You

For: Lower Township Recreation Department

SIGNATURE: X

DATE: 5/19/2025

Frederick Sippel, Mayor

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

**RESOLUTION #2025-198**

**Title: APPROVAL OF CHANGE ORDER #1 FOR ASPHALT PAVING SYSTEMS INC. FOR THE FINAL QUANTITY ADJUSTMENT AND CONTRACT REDUCTION FOR CRESSE LANE-ENTIRE LENGTH WEST FROM ROUTE 9 (2024-186)**

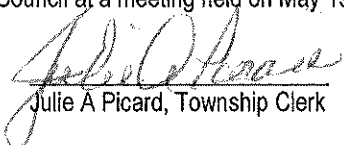
**WHEREAS**, Asphalt Paving Systems Inc was awarded by Resolution #2024-304 on September 16,2024 for the Reconstruction of Cresse Lane (2024-186) for \$279,300.00; and

**WHEREAS**, Remington & Vernick Engineers provided a proposal to provide the Final Change Order and Quantity Adjustment reduction for Asphalt Paving Systems Inc. of \$22,706.60; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Change Order #1 for Asphalt Paving Systems Inc. is hereby approved to decrease the contract total to \$256,593.40.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025.

  
Julie A Picard, Township Clerk



REMINGTON  
& VERNICK  
ENGINEERS

**CONTRACTOR:**

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

05/14/25

**CHANGE ORDER #1 FINAL**

**NAME OF PROJECT:**

RECONSTRUCTION OF CRESSE LANE - RE-BID

**PROJECT NUMBER:**

05-05-U-017

**CLIENT:**

TOWNSHIP OF LOWER

**REASON FOR CHANGE:**

Final As Built Change Order

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
<b>EXTRAS</b>					
13	HOT MIX ASPHALT 12.5M64 SURFACE COURSE, 1.5" THICK	26.99	TON	\$120.00	\$3,238.80
					<hr/> \$3,238.80
<b>REDUCTIONS</b>					
2	BREAKAWAY BARRICADES	-9	UNIT	\$1.00	(\$9.00)
4	DRUMS	-10	UNIT	\$50.00	(\$500.00)
6	FUEL PRICE ADJUSTMENT	-100	DOLLAR	\$1.00	(\$100.00)
7	ASPHALT PRICE ADJUSTMENT	-200	DOLLAR	\$1.00	(\$200.00)
8	FULL DEPTH RECLAMATION	-205	SY	\$15.95	(\$3,269.75)
10	EXCAVATION UNCLASSIFIED	-62	SY	\$12.00	(\$744.00)
11	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	-62	SY	\$8.00	(\$496.00)
12	STABILIZING AGENT, BUTIMINOUS MATERIAL	-2474	GALLON	\$4.00	(\$9,896.00)
15	HOT MIX ASPHALT PAVEMENT REPAIR	-40	SY	\$200.00	(\$8,000.00)
16	CONCRETE ROCKER GUTTER, 8" THICK	-65	LF	\$200.00	(\$13,000.00)
20	TRAFFIC MARKINGS LINES, 24"	-7	LF	\$40.00	(\$280.00)
21	TURF REPAIR STRIP	-160	LF	\$3.25	(\$520.00)
22	REGULATORY AND WARNING SIGNS	-3	SF	\$60.00	(\$180.00)
23	HOT MIX ASPHALT DRIVEWAY RESTORATION	-22.3	SY	\$125.00	(\$2,787.50)
24	RESET EXISTING STONE DRIVEWAY	-7	SY	\$20.00	(\$140.00)
25	ALLOWANCE FOR POLICE	-5000	DOLLAR	\$1.00	(\$5,000.00)
					<hr/> (\$45,122.25)
<b>SUPPLEMENTALS</b>					
S-1	STABILIZING AGENT, PORTLAND CEMENT	49.81	TON	\$385.00	\$19,176.85
					<hr/> \$19,176.85

ORIGINAL CONTRACT AMOUNT	\$279,300.00
+ EXTRA	\$3,238.80
- REDUCTION	-\$45,122.25
SUPPLEMENTALS	\$19,176.85
TOTAL CONTRACT CHANGE (AMOUNT)	-\$22,706.60
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 - FINAL	\$256,593.40

% increase or decrease -

-8.13%

ACCEPTED BY:

John D Constantine  
John D Constantine (May 14, 2025 14:55 EDT)  
Asphalt Paving Systems Inc

May 14, 2025

Date

Michael Laconelli

May 14, 2025

Chief Inspector

Date

Lia Domico

May 14, 2025

Project Manager

Date

APPROVED BY:

[Signature]  
Client: Frank Sippel, Mayor

May 19, 2025

Date

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

RESOLUTION #2025-199

Title: A RESOLUTION RATIFYING A FOUR (4) YEAR CONTRACT AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP RECREATION AIDS – LOCAL #3779B, AFSCME DISTRICT COUNCIL 63

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with Lower Township Recreation Aids - Local #3779B, AFSCME District Council 63; and

WHEREAS, the parties have reached an agreement which will be utilized to prepare the Collective Bargaining Agreement with Lower Township Recreation Aids in accordance with the terms of the attached agreement; and

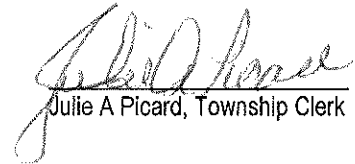
WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's ratification of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT RESOLVED, the attached Memorandum of Agreement is hereby ratified.

BE IT FURTHER RESOLVED that the Manager and Township Clerk are hereby authorized and directed to execute the ratified Collective Bargaining Agreement, once prepared, in accordance with and under the terms as outlined attached hereto on behalf of the Township.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025.

  
Julie A Picard, Township Clerk



**Township of Lower  
And  
Lower Township Recreation Aids - Local #3779B, AFSCME NJ, AFL-CIO**  
**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is made this 28<sup>th</sup> day of April between the Township of Lower (the Township) and Lower Township Recreation Aids - Local #3779B, AFSCME NJ, AFL-CIO (AFSCME or Union).

The Township and AFSCME have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the parties, which expired on December 31, 2024.

The Township of Lower and AFSCME have reached a tentative agreement of the terms and conditions of a new CBA and purpose of this MOA is to confirm that agreement.

Said tentative agreement and this MOA will not be effective until ratified by the membership of AFSCME and the governing body of the Township

NOW, THEREFORE, the Township and AFSCME agree that the following changes shall be made in the existing agreement.

1. Retroactivity – the agreement shall be retroactive to January 1, 2025.
2. Preamble– 4-year term.
3. Article III. Agency Shop. The following shall replace the existing language:
  - A. The Union shall provide the Township appropriate signature cards from represented employees authorizing dues deductions and shall notify the Township promptly of any change in status.
  - B. Dues deducted by the Township shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township agrees to provide the Union, on a quarterly basis, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of dues deducted as it appears on the records of the Township. For the purpose of the deduction of dues for titles covered by this Agreement; Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member, any member working 20 or fewer,

but more than 12 hours per week shall be considered a lower part-time member. The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. The Township shall provide the Union with a list of departmental payroll codes in order to identify the Department name on the above-mentioned electronic listing.

- C. The Union shall indemnify and hold the Township harmless for any dues wrongfully deducted.

4. Article V. Vacations

- No Changes

5. Article VII. Insurance, Health & Welfare

- Change Health Insurance language to provide for the 20/35 Plan with a difference card.
- Change maximum dental benefit to \$1700 a year.

6. Article VIII. Leaves of Absence.

- Replace Paragraph B as follows:  
"Family/Medical leaves of absence will be granted in Accordance with the Federal Family & Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Leaves may be extended, upon good cause shown, for up to six (6) additional months. Other leaves of absence may be granted in the sole discretion of the Township Manager and shall not be paid for a period in excess of six (6) months."

7. Article XI. Sick Leave & Retirement

- Add "as" before "defined" in second sentence of Paragraph C.

8. Article XIII. Wages

- A 3.5% yearly wage increase as of 1/1/2025, 1/1/2026, 1/1/2027, 1/1/2028.
- An additional \$1.00/hr. raise as of 1/1/2025 for the following employees:
  1. Rocco Sansone
  2. Gloria Lugo
  3. Matthew Schelling
- Move starting rate up to reflect current minimum wage in Paragraph C.
- Change "two (2) hours regular pay" to "three (3) hours regular pay" for minimum call-in.

9. Article XIV. Longevity

- Remove entire Article.

10. Article XVI. General Provisions

- Delete the word "other" in Paragraph F.
- Change five (5) to three (3)

11. Adjust all dates to reflect the current four (4) year contract.

This MOA is subject to the ratification of the members of AFSCME and approval of the governing body of the Township. The bargaining members of AFSCME and of the Township represent that they will recommend approval of the terms to their respective constituents.

For Township of Lower:

Michael L. Fey  
Michael Fey 5/5/25  
Print/Sign Date

[Signature] 5/5/25  
Print/Sign Date

[Signature] 5/19/2025  
Print/Sign Date Paul Sippel, Mayor

\_\_\_\_\_  
Print/Sign Date

For Lower Township Recreation Aids - Local #3779B,  
AFSCME NJ, AFL-CIO:

Georgia Dougherty Georgia Dougherty  
Print/Sign Date 4/28/25  
Renee M. DeFebbo  
Renee M. DeFebbo 4/28/25.  
Print/Sign Date

Steve Tully, Ex. Director  
Print/Sign Date 4/28/25

\_\_\_\_\_  
Print/Sign Date

Initials required per page by all signing parties for record.

(112)  
Comp. (112)

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

**RESOLUTION #2025-200**

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

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

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

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

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

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

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

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

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

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

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

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

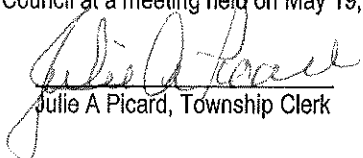
\_\_\_\_\_(9) **Matters Relating to the Potential Imposition of a Penalty:** Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding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

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, assembled in public session on May 17, 2025 that an Executive Session closed to the public shall be held on this date at approximately 5:07 in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 19, 2025

  
Julie A Picard, Township Clerk

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

RESOLUTION #2025-281

Title: **A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATION TO PROCESS  
AN INVOLUNTARY DISABILITY/INVOLUNTARY ACCIDENTAL DISABILITY RETIREMENT  
APPLICATION FOR OFFICER ROBERT FESSLER**

**WHEREAS**, the Township of Lower ("Lower") has employed Officer Robert Fessler ("Officer Fessler") as a Township Police Officer; and

**WHEREAS**, the Officer is an active member of the Police and Firemen's Retirement System ("PFRS"); and

**WHEREAS**, Officer Fessler has 21 years and 4 months of PFRS service credit, the minimum service Credit requirement of at least four (4) years for PFRS members; and

**WHEREAS**, the Township Administration is of the opinion that Officer Fessler is totally and permanently disabled from performing his assigned duties as a police officer, and can no longer perform his assigned duties based on the documentation supplied by professionals retained by the Township; and

**WHEREAS** the Township is unable to provide an alternative to the PFRS covered position with duties capable of being performed by Officer Fessler; and

**WHEREAS** the Township of Lower Police Chief has consented to the processing of an Involuntary Disability/Involuntary Accidental Disability Retirement application for Officer Fessler.

**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 Manager shall be authorized to process an Involuntary Disability/Involuntary Accidental Disability Retirement application for Officer Fessler;

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to all parties involved in the administration of this action;

**BE IT FURTHER RESOLVED** that this Resolution shall be made available in the Clerk's office for reasonable inspection in accordance with applicable law.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS			X				
SIPPEL	X		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 May 19, 2025

  
Julie A Picard, Township Clerk

This resolution authorizes the Township Manager to process an involuntary disability/involuntary accidental disability retirement application for Officer Robert Fessler, an active member of the Police and Firemen's Retirement System, based upon the Township's determination that Officer Fessler is totally and permanently disabled from performing his assigned duties as a police officer.

***ALTERMAN & ASSOCIATES, LLC***

8 South Maple Avenue  
Marlton, New Jersey 08053  
(856)334-5737 - Phone  
(856)334-5731 - Fax

Please forward all correspondence to the Marlton office

*Stuart J. Alterman  
E. Dorian Evans, Jr.  
Donna O'Brien*

North Jersey Office  
11 Muller Place  
Little Falls, New Jersey 07424  
(973)956-1621 - Phone  
(973)956-1421 - Fax

May 16, 2025

Via Email

Kyle Weinberg, Esquire  
***BLANEY, DONOHUE & WEINBERG, P.C.***  
2123 Dune Drive, Ste. 11  
Avalon, NJ 08202

**RE: Police Officer Robert G. Fessler, Lower Township Police Department  
Alterman File No. 6327**

Dear Mr. Weinberg:

This letter is to formally notify you that I have been retained by Police Officer Robert Fessler in reference to the filing of an accidental disability pension based on permanent restrictions that have been imposed on Officer Fessler as a result of on the job injuries thus rendering him unable to perform all the required duties as a Police Officer for Lower Township.

It is this Firm and Officer Fessler's understanding that the Township of Lower does not have any light duty/modified duty position available for Officer Fessler to work with the restrictions imposed by the workers compensation doctor.

Please accept this letter as a waiver of Officer Fessler's rice notice. I understand that this matter will be listed on Council's meeting agenda for May 19, 2025 for approval of the required resolution.

Please note that the parties have agreed that Lower Township will file an "involuntary accidental disability" pension application on behalf of Officer Robert Fessler with a retirement date of September 1, 2025.

This Firm will request and submit all relevant medical records to the Division on behalf of Officer Fessler and copy you on same for your records.

Thank you for your anticipated courtesy and cooperation in this regard.

Very truly yours,  
ALTERMAN & ASSOCIATES, LLC

*Stuart J. Alterman*

Stuart J. Alterman, Esquire  
[salterman@alterman-law.com](mailto:salterman@alterman-law.com)

SJA:cm

cc: Police Officer Robert Fessler (Via Email)