

Signed Resolutions - September 3, 2025

- Res. #2025-294 Authorization for the Payment of Vouchers \$ 1,045,763.46
- Res. #2025-295 Approval of Change Order #3 for DeBlasio & Associates for the Water Main Design Services for the Public Works Administration Building (LT-C-048 \$15,000.)
- Res. #2025-296 Reappointment to the Planning Board (S.Morris)
- Res. #2025-297 A Resolution Authorizing the Execution of a Memorandum of Agreement between the Township of Lower and Cooper University Hospital Cape Regional – Cape Addiction Recovery Services to Provide Services to individuals suffering from Substance Abuse Disorders
- Res. #2025-298 Approval for Save a Life Day – September 25, 2025 (Cape Assist)
- Res. #2025-299 A Resolution Authorizing the Execution of a Location Release Form in connection with the film Whispers From The Forgotten
- Res. #2025-300 A Resolution Authorizing the Execution of a Memorandum of Agreement between the Township of Lower and the Delaware River and Bay Authority to Establish a Reunification Center in the event of a Mass Casualty Event on the Authorities Properties
- Res. #2025-301 Resolution Providing for the Combination of Certain Issues and Determining the Form and other Details of the Offering of \$12,000,000 General Obligation Bonds, Series 2025, of the Township of Lower, in the County of Cape May, State of New Jersey and Providing for the Sale of Such Bonds
- Res. #2025-302 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provision of Recreational Amenities at Lower Township Family Fun Night on September 12, 2025 – Rain Date September 19, 2025
- Res. #2025-303 Authorization for Refund of Taxes
- Res. #2025-304 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GOVDEALS Online Auction Website

Resolution # 2025-294

Lower Township
Bill List By Vendor Id

08/28/2025

10:39 AM

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

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

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

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

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

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025


Julie A Picard, Township Clerk

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

RESOLUTION #2025-295

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


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

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

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

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

Signature:


Lauren Read, CFO

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

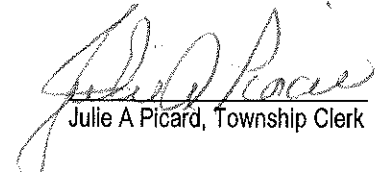
1. The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$15,000.00 is hereby approved:

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025


Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

August 18, 2025

VIA EMAIL

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

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

Dear Mr. Douglass:

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

1.0 Scope of Work

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

2.0 Scope of Services

A. Preparation of Construction Documents

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

3.0 Schedule and Fee

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

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

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

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

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

Sincerely,
DeBlasio & Associates, P.C.



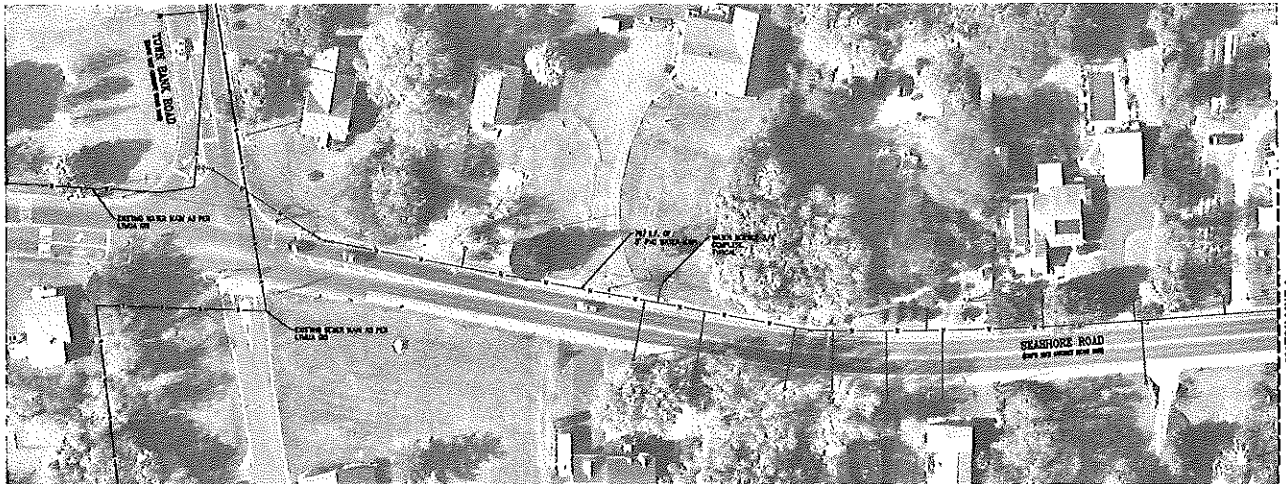
Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

Marc@deblasioassoc.com

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



PLAN
SCALE 1"=50'



NOTES:
1. SEE PLAN & FOR EXISTING SUPPORTS ONLY.
2. ADJUST EXISTING LINES FROM REPAIRS.

PRELIMINARY 02/11/2025



| NO. | DATE | BY | CHKD. | DESCRIPTION |
|-----|------|----|-------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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| | |
|---|------------|
| PUBLIC WORKS WATERMAIN DESIGN | |
| DeBLASIO & ASSOCIATES ENGINEERS, SURVEYORS AND PLANNERS | |
| 4705 NEW JERSEY AVENUE NEWTON, NJ 07854 PHONE: (973) 881-1111 FAX: (973) 881-1111 <i>Corporation of New Jersey by Laws of the State</i> | |
| PUBLIC WORKS BUILDING REPLACEMENT TOWNSHIP OF LOWER CAPE MAY COUNTY, NEW JERSEY | |
| DATE: 02/11/25 | BY: M.A.D. |
| MARIO A. DEBLASIO, PE <small>Prof. License No. 40598</small> <small>2025 1 2525 1 2525 1 2525</small> | |

CONSTRUCTION COST ESTIMATE (P&A CONSTRUCTION)

Client: Lower Township Municipal Utilities Authority/Township of Lower

Date: July 25, 2025

Project Name:

Seashore Road Water Main Extension

D&A Project #: LT-C-48.01

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

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

10% CONTINGENCY: \$27,434.64

TOTAL: \$301,780.99

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

Prepared by:



07/25/2025

Marc DeBlasio, P.E., Township Engineer

Date

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

RESOLUTION #2025-296

Title: REAPPOINTMENT TO THE PLANNING BOARD

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

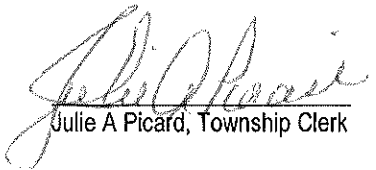
WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|--------|--------|-----|-----|--------|---------|--------|
| CONRAD | 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 September 3, 2025.


Julie A Picard, Township Clerk

jpocard

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

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

Julie,

Good afternoon. Requesting my reappointment to the Planning Board.

Thank you.

-Steve

Steven A. Morris, Esq.

The Morris Law Firm LLC
860 Broadway - Suite B
W. Cape May, NJ 08204
(609) 650-2520
Steve@MorrisLawCM.com
MorrisLawCM.com



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

Hi Steve –

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

Thank you!

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

RESOLUTION #2025-297

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

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

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

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

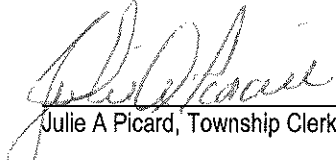
WHEREAS, since the adoption of Resolution 2022-213, the CARES Mobile Response Team has successfully engaged numerous individuals following overdose incidents, providing them with critical recovery resources, support, and referrals, and the program has demonstrated measurable success in helping participants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

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|--------|--------|-----|-----|--------|---------|--------|
| CONRAD | 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 September 3, 2025.


Julie A Picard, Township Clerk

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

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

DATED

9-3-2025

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA" or "Agreement") is made this day of 3rd September, 2025 by and between the **TOWNSHIP OF LOWER** (hereinafter "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and **COOPER UNIVERSITY HOSPITAL CAPE REGIONAL, D/B/A CAPE ADDICTION RECOVERY SERVICES** (hereinafter "CARES"), whose administrative offices are located at 2 Stone Harbor Boulevard, Cape May Court House, New Jersey 08210, and who may collectively be denominated as the "Parties" in this Memorandum of Agreement, and each may be called, separately, a "Party."

WITNESSETH:

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

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

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

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

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

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

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

3. TOWNSHIP RESPONSIBILITIES:

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

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

4. CARES RESPONSIBILITIES:

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

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

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

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

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

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

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

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

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

(a) Termination by Breach or Default

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

7. INSURANCE AND INDEMNIFICATION:

(a) Insurance.

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

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

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

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

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

(b) Indemnification.

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

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

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

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

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

To the Township:

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

With a copy to: The Belasco Law Firm, LLC
111 E. 17th Avenue, Suite 100
North Wildwood, NJ 08260

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

With a copy to:

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

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

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

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

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

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

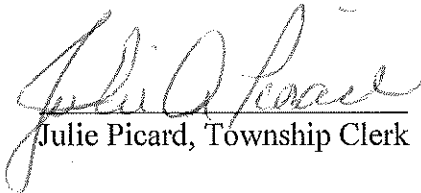
16. NO THIRD-PARTY RIGHTS. Nothing in this MOA shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

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

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

ATTEST:

TOWNSHIP OF LOWER


Julie Picard, Township Clerk


Frank Sippel, Mayor

ATTEST:

COOPER UNIVERSITY HOSPITAL
CAPE REGIONAL

Sueanne Agger, Program Director

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

RESOLUTION #2025-298

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

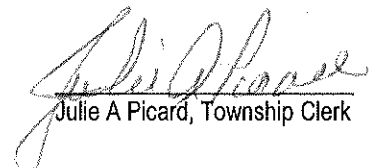
WHEREAS, Cape Assist has requested permission to host an event called "Save a Life Day" Thursday, September 25, 2025 at Clem Mulligan Field; and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that permission is hereby granted for the event to take place.

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025.


Julie A Picard, Township Clerk

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

RESOLUTION #2025-299

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

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

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

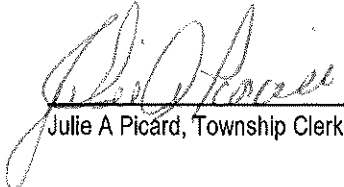
WHEREAS, at the time of filming, a location release form had not been executed for the Fishing Creek Schoolhouse, and the Township of Lower has now been requested to execute such a release to permit the use of the premises as shown in the film; and

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025.


Julie A Picard, Township Clerk

LOCATION RELEASE FORM

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

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

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

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

ACCEPTED & AGREED TO:

Frank S. Mel
NAME (please print)

ADDRESS
Township of Lower
2102 Bayshore Rd
Villages, NJ 08287

SIGNATURE

DATE

[Signature]
5/24/2025

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

RESOLUTION #2025-300

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

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

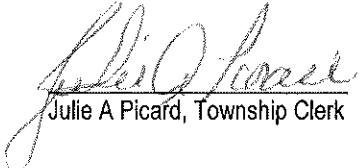
WHEREAS, the Township of Lower has agreed to permit the Authority to use and occupy the Lower Township Recreation Center for this purpose, if the need arises in the future; and

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025.


Julie A Picard, Township Clerk

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

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into this 3 day of September, 2025, by and between the Township of Lower (hereinafter the "Township"), a municipal corporation of the State of New Jersey, whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08210, and The Delaware River and Bay Authority (hereinafter the "Authority"), a bi- state agency created pursuant to the Delaware-New Jersey Compact, 17 Del. C §1701 and N.J.S.A. 32:11E-1, et seq., having its principal place of business located at 2162 New Castle Avenue, New Castle, Delaware 19720. The Township and the Authority each may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Common Areas.

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

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

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

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

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

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

- **To the Township:**

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

—with a copy to—

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

- **To the Authority:**

Heath Gehrke
Director of Ferry Operations
1200 Lincoln Boulevard
North Cape May, NJ 08204
—with a copy to—

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

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

14. Damages.

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

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

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

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

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

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

19. Building Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

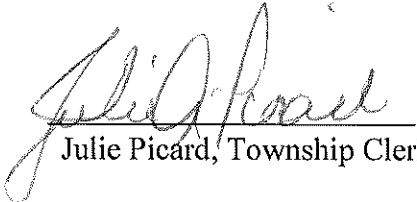
31. Captions. Captions are for convenience and do not affect interpretation.

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

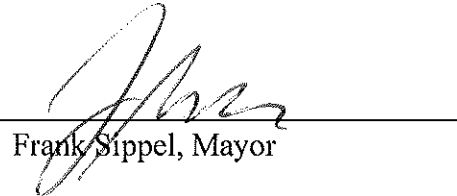
33. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed an original.

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

ATTEST:


Julie Picard, Township Clerk

TOWNSHIP OF LOWER


Frank Sippel, Mayor

ATTEST:

DELAWARE RIVER AND BAY
AUTHORITY

Joel Coppadge, Executive Director

EXHIBIT A

Pre-Occupancy Survey of the Reunification Center

(attachment)

EXHIBIT B

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

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

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

RESOLUTION # 2025-301

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

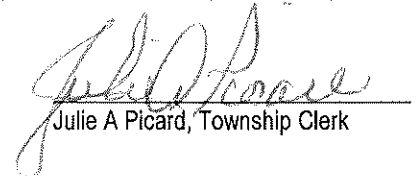
Section 19. The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to sell the aforesaid Bonds and to determine all matters in connection with the Bonds (including adjusting the maturity schedule or any other matters set forth in this resolution that are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

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

Section 21. This resolution shall take effect immediately.

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025


Julie A Picard, Township Clerk

CERTIFICATION

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township as of this 3 day of Sept, 2025.

(SEAL)



JULIE PICARD,
Township Clerk

EXHIBIT A

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

GENERAL OBLIGATION BOND, SERIES 2025

NUMBER GO-_____

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

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: _____ Dollars
(\$ _____)

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF LOWER

(SEAL)

By:

JULIE PICARD,
Township Clerk

By:

FRANK SIPPEL,
Mayor

By:

LAUREN READ,
Chief Financial Officer

EXHIBIT B

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

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

(BOOK-ENTRY ONLY) (CALLABLE)

SUMMARY

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

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

SECURITY: General Obligations of the Township as to all Bonds

TAX EXEMPT: Yes

RATING: Standard & Poor's – Expected

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

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

AUCTION AGENT: PARITY

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

DATED DATE: Date of Delivery

DELIVERY DATE: On or about October 9, 2025

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

CALL DATE: October 1, 2033

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

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

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

BASIS OF AWARD: True Interest Cost

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

* Preliminary, subject to change as described herein.

NOTICE

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

Preliminary and Final Official Statement

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

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

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

Types of Bids Allowed

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

Insurance

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

Interest Payment Dates; Description of the Bonds

* Preliminary, subject to change as described herein.

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

Principal Amortization

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

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

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

Book-Entry Only

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

Redemption Provisions

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

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

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

Terms of PARITY

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

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

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

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

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

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

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

Bidding Details

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

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

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

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

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

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

Definitions

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

Bid Procedure and Basis of Award

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

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

Bid Security and Method of Payment for Bonds

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

Right to Reject Bids; Waive Irregularities

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

Delivery of the Bonds

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

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

Establishment of Issue Price for the Bonds

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

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

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

CUSIP Identification Numbers

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

Legal Opinion

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

Postponement

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

Termination

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

Clarification of Notice of Sale Terms

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

Bank Qualification

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

Maturity Schedule Adjustment By The Township

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

Successful Bidder ELEC Filing

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

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

Additional Information

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

/s/ Lauren Read

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

Dated: September 17, 2025

EXHIBIT C

SUMMARY NOTICE OF SALE

TOWNSHIP OF LOWER
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

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

(BOOK-ENTRY ONLY) (CALLABLE)

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

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

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

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

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

* Preliminary, subject to change as described herein.

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

/s/ Lauren Read

Lauren Read

Chief Financial Officer

DATED: September 17, 2025

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

PRESENT:

ABSENT:

Conrad
Whithorn
Rox
Cabinis
Sippl

Councilmember Conrad introduced and moved for the adoption of the following resolution and Councilmember Rose seconded the motion:

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

RESOLUTION #2025-302

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

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

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

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


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

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

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

Appropriation: 5-01-30-420-257

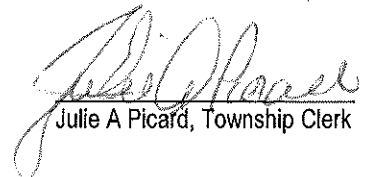
Signature:


Lauren Read, CFO

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025.


Julie A Picard, Township Clerk

American Bounce

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

****Rental Agreement****

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

Inflatables

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

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

NJ #07329
NJ #07157

Commander Giant Slide
Adrenaline Rush OC

Permit #I-15494
Permit #I-15493

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

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

LESSOR : Christy date 8/21/25
Authorized Representative for AMERICAN BOUNCE

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

LESSEE : [Signature] date 9/13/25

Print Frank Spindel, Owner

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



American Bounce

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

Invoice

| Date | Invoice No. |
|----------|-------------|
| 09/12/25 | 5836 |

AmericanBounceNJ@gmail.com

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

| |
|--------------------|
| P.O. Number |
| |
| Terms |
| |

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

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

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

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

Customer Signature

[Signature] 9/13/2025

Date

**AMUSEMENT RIDES
HOLD HARMLESS AGREEMENT**

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

WITNESSETH:

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

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

Workers Compensation/Employers Liability: ✓

General Liability: ✓

Automobile Liability: ✓

Umbrella Liability: N/A

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

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

Event: Family Fun Night Date: 9/18/25 Rain Date: 9/19/25

Dated: 8/21/25 Signed: [Signature]

Authorized Signature of the Contractor

Witness: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2025

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

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

| | |
|-----------------------------------|--|
| PRODUCER | CONTACT NAME: Tony Cannizzaro |
| First Commercial Insurance Agency | PHONE (A/C, No, Ext): (386) 775-1781 |
| P.O. Box 295 | FAX (A/C, No): |
| | E-MAIL: tony@firstcommfl.com |
| | INSURER(S) AFFORDING COVERAGE |
| Cassadaga FL 32708 | INSURER A: BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD |
| INSURED | INSURER B: |
| Horner Enterprises LLC | INSURER C: |
| 443 Almond Rd | INSURER D: |
| | INSURER E: |
| Pitts Grove NJ 08318 | 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.

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|--------------------|--|
| Lower Township | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 2800 Bayshore Road | AUTHORIZED REPRESENTATIVE |
| Villas NJ 08251 | <i>Anthony Rinsin</i> |

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ACORD 25 (2016/03)

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

ADDITIONAL REMARKS SCHEDULE

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

SCHEDULE OF NAMED INSURED(S):

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

ADDITIONAL REMARKS:

The Following Pertains to Commercial Auto Coverage Only
 Additional Insured:
 IT IS AGREED THAT ANY PERSON OR ORGANIZATION REQUIRED TO BE NAMED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IS AN ADDITIONAL INSURED FOR LIABILITY COVERAGE UNDER THE TERMS OF THE REFERENCED POLICY, BUT INCLUSION OF SUCH INTEREST DOES NOT INCREASE THE LIMITS OF OUR LIABILITY.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER

DIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT

NAME:
PHONE (A/C, No, Ext): 844-472-0957 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@diberk.com

INSURER(S) AFFORDING COVERAGE

NAIC#
20052

INSURER A: National Liability & Fire Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

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

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

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

Exclusions: Dan Horner;
Additional Named Insured: American Bounce

CERTIFICATE HOLDER

Lower Township
2800 Bayshore Road
Villas, NJ 08251

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia Engh

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

RESOLUTION #2025-303

Title: **AUTHORIZATION FOR REFUND OF TAXES**

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

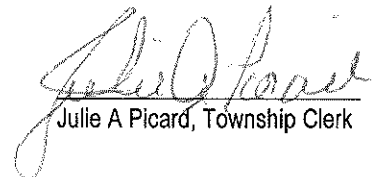
WHEREAS, a refund is due.

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|--------|--------|-----|-----|--------|---------|--------|
| CONRAD | 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 September 3, 2025.


 Julie A Picard, Township Clerk

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

RESOLUTION #2025-304

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

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

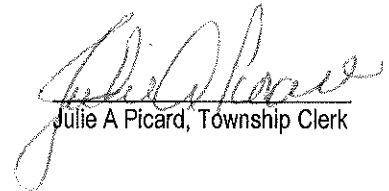
WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

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

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

| | MOTION | SECOND | AYE | NAY | RECUSE | ABSTAIN | ABSENT |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-----|--------|---------|--------|
| CONRAD | <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 September 3, 2025.


Julie A Picard, Township Clerk

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

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