

SIGNED RESOLUTIONS – February 19, 2025

- Res. #2025-95 Authorization for the Payment of Vouchers \$ 1,176,389.63
- Res. #2025-96 Authorization for the Payout of Accumulated Compensatory Time (J.Saini \$8,469.86)
- Res. #2025-97 A Resolution Requesting Release of Demolition Bond for Block 388, Lot 1, 128 Broadway, Villas; Kevin and Dana M McKeon
- Res. #2025-98 Authorization for the payout of Accumulated Compensatory Time (S.Hampton \$1,322.81)
- Res. #2025-99 A Resolution Authorizing Margaret Vitelli, the Qualified Purchasing Agent of the Township of Lower, to award Contracts over \$17,500 and under the current Bid Threshold of \$44,000
- Res. #2025-100 A Resolution Approving the Execution of an Agreement of Sale Pertaining to Certain Real Property Located at 9600 Seaview Avenue, A/K/A Block 703, Lot 1
- Res. #2025-101 Authorization for the Pay Out of Terminal Leave (D.Blackley \$14,473.11)
- Res. #2025-102 A Resolution Establishing an Emergency and Authorizing the award of a contract to R.A. Walters & Sons, Inc. for the Repair to the Delaware Bay Drive Pump House Outfall Extension to mitigate dune erosion and preserve critical infrastructure (LT-C- 064)
- Res. #2025-103 Approving a Professional Service Contract with DeBlasio & Associates for Construction Phase of the Delaware Bay Drive Pump House Emergency Outfall Extension Project (LT-C-064)
- Res. #2025-104 TABLED

Resolution #2025-95

Lower Township
Bill List By Vendor Id

Ranges		Item Status	Purchase Types	Misc			
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y	Bid: Y State: Y Other: Y Exempt: Y	P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All			
Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
00022 25-00198	01/21/25	ADVANTAGE RENTAL & SALES * TAMPER PARTS/DPW	Open	\$191.59	\$0.00		
00085 24-01594	06/07/24	AMERICAN SWIMMING POOLS* LIQUID CHLORINE FOR SEASON	Open	\$240.00	\$0.00		
00110 24-03425	12/17/24	ANCO HOME CENTER FS Batteries	Open	\$45.98	\$0.00		
25-00101	01/13/25	RDS/SIGN/BLDG/DPW/JAN	Open	\$449.76	\$0.00		
25-00316	01/27/25	MONTHLY- JANUARY '25	Open	\$525.70	\$0.00		
Vendor Total:				\$1,021.44			
00153 25-00469	02/13/25	ATLANTIC CITY ELECTRIC* JAN 2025 ELECTRIC ENCUMBER	Open	\$29,422.37	\$0.00		
25-00475	02/13/25	NOV 2024 STREET LIGHTS	Open	\$91,772.50	\$0.00		
Vendor Total:				\$121,194.87			
00194 24-03514	12/27/24	ADVANCED VIDEO & SOUND LLC FIX CAMERA - COUNCIL MTG ROOM	Open	\$780.00	\$0.00		
25-00484	02/13/25	2025 CAMERA MAINTENANCE	Open	\$3,900.00	\$0.00		
Vendor Total:				\$4,680.00			
00257 24-00880	04/05/24	BAYSHORE LANDSCAPING INC* RES #24-40 LANDSCAPING SERVICE	Open	\$16,350.00	\$0.00		
00301 25-00379	02/06/25	BELMONT AND CRYSTAL SPRINGS* RENTAL/DPW	Open	\$3.51	\$0.00		
25-00387	02/06/25	WATER - DPS	Open	\$337.05	\$0.00		
Vendor Total:				\$340.56			
00403 25-00431	02/10/25	BLUE WAVE EXPRESS CAR WASH TOWNSHIP CAR WASHES 2024	Open	\$2,589.00	\$0.00		
00725 25-00414	02/07/25	CAPE MAY COUNTY FIRE ACADEMY FS R. OCCHIPINTI TRAINING	Open	\$150.00	\$0.00		
00729 24-02533	09/24/24	CAPE MAY COUNTY TRAINING CTR. R.Occhipinti training	Open	\$150.00	\$0.00		
00784 25-00348	01/28/25	CAPE MAY STAR & WAVE Legals - 1/15 & 1/22	Open	\$116.50	\$0.00		
25-00436	02/10/25	Legals - 1/29/2025	Open	\$147.50	\$0.00		
Vendor Total:				\$264.00			
00807 24-03442	12/18/24	CDW-GOVERNMENT INC* SERVERS UPGRADE PD/TOWNHALL	Open	\$9,800.00	\$0.00		

Lower Township
Bill List By Vendor Id

02/14/2025

10:16 AM

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Vold Amount	Contract	PO Type
00825		COMCAST INTERNET					
25-00476	02/13/25	DPW INTERNET(2954) FEB 2025	Open	\$225.54	\$0.00		
25-00477	02/13/25	INTERNET(ALL) JAN 2025	Open	\$1,813.43	\$0.00		
		Vendor Total:		\$2,038.97			
01170		VERIZON WIRELESS* F/S					
25-00434	02/10/25	FS VERIZON DEC 27- JAN 26	Open	\$168.52	\$0.00		
01171		VERIZON WIRELESS - TOWNHALL					
25-00470	02/13/25	CELL PHONE 12/24/24- 1/23/25	Open	\$511.71	\$0.00		
25-00471	02/13/25	IPHONE 10/29-11/28/24	Open	\$1,453.83	\$0.00		
		Vendor Total:		\$1,965.54			
01200		DELTA DENTAL PLAN OF NJ					
25-00375	02/03/25	JAN 2025 DENTAL ADMIN	Open	\$1,442.10	\$0.00		
25-00417	02/07/25	JAN 2025 DENTAL CLAIMS	Open	\$6,997.95	\$0.00		
		Vendor Total:		\$8,440.05			
01267		EDWARD DONOHUE					
25-00423	02/10/25	CONTRACT REIMB.	Open	\$58.82	\$0.00		
01269		DISCOUNT HYDRAULICS*					
25-00197	01/21/25	SUPPLIES FOR GARAGE/DPW	Open	\$2,406.29	\$0.00		
25-00395	02/06/25	PARTS/DPW	Open	\$4,561.16	\$0.00		
		Vendor Total:		\$6,967.45			
01390		EDMUNDS & ASSOCIATES, INC.*					
25-00367	01/31/25	1099 FILING	Open	\$107.31	\$0.00		PC1
25-00466	02/13/25	2025 EDMUNDS MAINT	Open	\$24,950.00	\$0.00		
		Vendor Total:		\$25,057.31			
01480		E-Z PASS					
25-00480	02/13/25	POLICE EZPASS	Open	\$300.00	\$0.00		PC1
01550		FIRE DISTRICT #3					
25-00352	01/30/25	RES 25-27 FINAL YEAR	Open	\$23,750.00	\$0.00		
01653		GENTILINI FORD					
25-00107	01/13/25		Open	\$2,916.81	\$0.00		
01690		GRANTURK EQUIPMENT CO*					
24-02150	08/08/24	RES 2024-254 LEACH REAR LOADER	Open	\$136,822.20	\$0.00		
01806		ANTHONY J HARVATT, II, ESQ					
25-00388	02/06/25	ZBA SOLICITOR SALARY (FEB)	Open	\$834.00	\$0.00		
25-00390	02/06/25	ZBA RESOLUTION VOUCHERS (FEB)	Open	\$1,300.00	\$0.00		
		Vendor Total:		\$2,134.00			
01807		MARLIN HEDUM					
25-00427	02/10/25	CONTRACT REIMBURSEMENT	Open	\$21.44	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01873 25-00109	01/13/25	HOME DEPOT* SUPPLIES/DPW/JAN	Open	\$422.97	\$0.00		
01974 25-00440	02/10/25	I.A.C.P MEMBERSHIP* IACP MEMBERSHIP 2025	Open	\$220.00	\$0.00		
02025 24-02149	08/08/24	HUNTER JERSEY PETERBILT~ RES 2024-253 PETERBILT 548	Open	\$162,907.00	\$0.00		
25-00111	01/13/25	PARTS FOR TRUCKS/DPW/JAN	Open	\$1,157.81	\$0.00		
25-00362	01/31/25	PARTS/DPW	Open	\$2,604.85	\$0.00		
Vendor Total:				\$166,669.66			
02027 25-00121	01/13/25	JESCO INC~ PARTS FOR BACKHOE/DPW	Open	\$796.37	\$0.00		
02334 24-03450	12/19/24	LOWER TWP CHAMBER OF COMMERCE Luncheon 12/12/2024	Open	\$80.00	\$0.00		
02538 25-00025	01/03/25	MARSH & MCLENNAN AGENCY, LLC RES#2025-13 DNE \$40K	Open	\$3,333.33	\$0.00		B
02541 25-00445	02/10/25	ROBERT D. MARTIN, JR CONTRACT REIMB	Open	\$129.40	\$0.00		
02590 25-00425	02/10/25	ARTHUR MASON CONTRACT REIMBURSEMENT	Open	\$33.26	\$0.00		
03008 25-00381	02/06/25	NJ DEPT OF TREASURY/FEES STORMWATER PERMIT/DPW	Open	\$450.00	\$0.00		
03026 25-00357	01/30/25	NJ STATE HEALTH BENEFITS FEB 2025 NJSHBP RETIREES	Open	\$131,334.29	\$0.00		
25-00358	01/30/25	FEB 2025 NJSHBP ACTIVE	Open	\$254,891.18	\$0.00		
Vendor Total:				\$386,225.47			
03086 25-00339	01/28/25	NJ STATE ASSN CHIEFS OF POL* ANNUAL DUES 2025	Open	\$275.00	\$0.00		
03158 25-00051	01/08/25	NAYS RENEWAL BASKETBALL COACHES	Open	\$340.00	\$0.00		
25-00340	01/28/25	RENEWAL OF COACHES	Open	\$60.00	\$0.00		
Vendor Total:				\$400.00			
03280 25-00363	01/31/25	PARAMOUNT SANITARY SUPPLY ~ 20 OZ. MOP HEADS	Open	\$97.20	\$0.00		
03296 25-00257	01/27/25	PARISH OF ST. JOHN NEUMANN RETURN UNUSED ESCROW	Open	\$506.87	\$0.00		
03305 25-00370	02/03/25	PEDRONI FUEL* NO LEAD GAS/DPW/ 1.22.25	Open	\$603.58	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03305		PEDRONI FUEL*					
				<i>Account Continued</i>			
03387		POGUE INC. *					
25-00315	01/27/25	PRE EMPLOYEMENT/DPW	Open	\$170.00	\$0.00		
25-00351	01/30/25	SAFETY AND HEALTH CONSORTIUM	Open	\$3,250.00	\$0.00		
25-00371	02/03/25	ALCOHOL-CONTROLLED TEST/DPW	Open	\$300.00	\$0.00		
			Vendor Total:	\$3,720.00			
03466		R & R SPECIALTIES					
25-00063	01/09/25	TROPHY FOR TOURNAMENT	Open	\$25.50	\$0.00		
03518		RIGGINS, INC.*					
25-00411	02/07/25	OFF HIGHWAY/DIESEL/DPW	Open	\$883.69	\$0.00		
03692		SOUTH JERSEY GAS CO*					
24-03190	11/20/24	DEC ENCUMBER NATURAL GAS	Open	\$19,810.81	\$0.00		
03727		EDWARD STRING					
25-00424	02/10/25	CONTRACT REIMB.	Open	\$1,788.00	\$0.00		
03765		TAX COLL&TREAS ASSN OF C M C*					
25-00036	01/03/25	3 MEMBERSHIPS 2025	Open	\$450.00	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-00399	02/06/25	PURCHASING BOXES FOR MOVE	Open	\$41.73	\$0.00		PC1
03971		VERIZON WIRELESS MDT POLICE					
25-00356	01/30/25	VERIZON PD & TWP 12/21-1/20	Open	\$1,196.65	\$0.00		
03985		VILLAS NAPA AUTO PARTS ~					
25-00103	01/13/25	RDS/SANT/RECY/DPW/JAN	Open	\$3,109.72	\$0.00		
03992		VAL-U AUTO PARTS LLC ~					
25-00130	01/14/25	RDS/SANT/RECY/DPW/JAN	Open	\$4,840.40	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
25-00258	01/27/25	BOCA FIRST AID SUPPLIES	Open	\$27.32	\$0.00		
25-00473	02/13/25	TOWNHALL FIRST AID 1/29/25	Open	\$75.40	\$0.00		
			Vendor Total:	\$102.72			
04266		NJ DEPT OF HEALTH&SENIOR SVCS					
25-00416	02/07/25	January Dog Licenses	Open	\$498.60	\$0.00		
05083		ALLEGRA MARKETING,PRINT & MAIL					
25-00353	01/30/25	Winter Newsletter 1/2025	Open	\$380.00	\$0.00		
6074		CAPE ATLANTIC JUNIOR FOOTBALL					
25-00256	01/27/25	2025 LEAGUE APPLICATION	Open	\$100.00	\$0.00		
7074		J & B LOCKSMITHS*					
24-02255	08/19/24	FREEMAN DOUGLASS PRESS BOX	Open	\$105.00	\$0.00		

Vendor # P.O. #	Name PO Date Description	Status	Amount	Vold Amount	Contract	PO Type
7098 25-00438	02/10/25 SHORE VETERINARIAN ANIMAL ANIMAL CONTROL - DECEMBER	Open	\$375.00	\$0.00		
7251 24-03528	12/27/24 REIT LUBRICANTS CO* MOTOR OIL/SYNTHETIC LUBE/DPW	Open	\$3,505.04	\$0.00		
7303 25-00335	01/28/25 BILL FISHMAN FALL SOCCER OFFICIAL	Open	\$210.00	\$0.00		
7354 25-00230	01/23/25 FLEETPRIDE INC.* TRASH/RECYC/COUNTY/JAN./DPW	Open	\$1,894.24	\$0.00		
7388 24-00263	01/22/24 JONATHAN SCHECK 2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
25-00307	01/27/25 2025 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
	Vendor Total:		\$300.00			
7475 25-00426	02/10/25 SUZANNE M SCHEID CONTRACT REIMBURSEMENT	Open	\$20.00	\$0.00		
25-00428	02/10/25 CONTRACT REIMBURSEMENT	Open	\$151.00	\$0.00		
	Vendor Total:		\$171.00			
7689 25-00158	01/15/25 GOVERNMENT FORMS AND SUPPLIES* Business Cards - Council/Reg	Open	\$95.00	\$0.00		
7820 24-01240	05/13/24 DEBLASIO & ASSOCIATES, P.C RES 2024-167 NCM STORM SEWER	Open	\$1,195.00	\$0.00		B
24-02404	09/06/24 RES 2024-288 C/O 2 DPW BUILDNG	Open	\$16,597.81	\$0.00		B
24-02506	09/18/24 RES 2024-307 TOWNBANK ADA RAMP	Open	\$2,076.25	\$0.00		
24-02510	09/18/24 RES 2024-309 CHG ORD 1 CORSON	Open	\$856.25	\$0.00		B
24-03345	12/06/24 RES 2024-390 CHG ORD 1 TB RAMP	Open	\$3,926.25	\$0.00		B
24-03369	12/06/24 RES 2024-373 MS4 PERMIT PROG	Open	\$5,183.75	\$0.00		B
24-03455	12/19/24 #24-402 RES BEACH/DEL DNE 38K	Open	\$9,960.00	\$0.00		
25-00393	02/06/25 ZBA BOARD ENGINEER VOUCHERS	Open	\$18,194.38	\$0.00		
	Vendor Total:		\$57,989.69			
7872 25-00384	02/06/25 GO DADDY COURT WEBSITE 2025	Open	\$275.88	\$0.00		PC1
7896 25-00214	01/21/25 CMC COURT ADMINISTRATORS ASSOC COURT ADMIN. ASSOC. DUES 2025	Open	\$100.00	\$0.00		
7929 25-00085	01/13/25 AMAZON CAPITAL SERVICES, INC ~ SKID STEER PLATE	Open	\$138.88	\$0.00		
25-00228	01/22/25 OFFICE SUPPLIES	Open	\$73.87	\$0.00		
25-00364	01/31/25 OFFICE SUPPLIES	Open	\$1,217.25	\$0.00		
25-00365	01/31/25 HARDWARE & CELL PHONE CASE	Open	\$185.39	\$0.00		
25-00366	01/31/25 S- CAM REPLACEMENT TIP	Open	\$68.74	\$0.00		
	Vendor Total:		\$1,684.13			

Lower Township
Bill List By Vendor Id

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8001		KEVIN O'BRIEN					
24-00255	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$17.54	\$0.00		
25-00298	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
		Vendor Total:		\$167.54			
8046		SAMPLE MEDIA INC					
25-00360	01/31/25	DISPLAY AD 01/15/2025	Open	\$103.95	\$0.00		
8197		GREAT AMERICAN FINANCIAL SERV					
25-00462	02/11/25	FEB 2025	Open	\$560.00	\$0.00		
8211		CONFIRE FIRE PROT SERV LLC*					
25-00354	01/30/25	2025 Fire Alarm Monitoring	Open	\$2,880.00	\$0.00		
8232		MOTOROLA SOLUTIONS					
24-03373	12/10/24	MOTOROLA RADIO SERVICE AGREEM	Open	\$4,278.00	\$0.00		
8330		HILLYARD MID ATLANTIC *					
25-00192	01/16/25	FOAMING SANITIZER	Open	\$532.86	\$0.00		
8460		RE BUSINESS SOLUTIONS					
25-00472	02/13/25	4TH QTR PRINTER MAINT 2024	Open	\$1,092.10	\$0.00		
8495		COASTAL FENCE AND RAILING					
25-00389	02/06/25	ROLLER/DPW	Open	\$387.63	\$0.00		
8672		LOGMEIN INC.					
25-00096	01/13/25	2025 GO TO MTGS	Open	\$19.00	\$0.00		PC1
8721		BLANEY, DONOHUE, & WEINBERG PC					
25-00022	01/03/25	RES#2025-03 LABOR DNE \$40K	Open	\$2,029.50	\$0.00		B
8732		DEJANA TRUCK & UTILITY					
24-01952	07/17/24	FORD UTILITY BODY & ACCESSORIE	Open	\$11,147.19	\$0.00		
8734		THOMAS PLANNING ASSOCIATES LLC					
22-00745	03/29/22	VACANT LAND INVEN RES2022-67	Open	\$600.00	\$0.00		B
8736		TRACTOR SUPPLY COMPANY					
25-00418	02/07/25	DOGS CRATES FOR WARMING CENTE	Open	\$239.97	\$0.00		PC1
8848		COMFORT NOW LLC					
25-00347	01/28/25	WEIGHT ROOM HEAT REPAIR	Open	\$185.00	\$0.00		
8908		COMCAST BUISNESS PHONES					
25-00478	02/13/25	VOICE PHONES FEBRUARY 2025	Open	\$1,319.33	\$0.00		
8909		COMCAST BUSINESS PD INTERNET					
25-00474	02/13/25	BUS INTERNET PD 2/1-2/31/25	Open	\$984.95	\$0.00		
8936		IAAI INC					

Lower Township
Bill List By Vendor Id

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
<i>Account Continued</i>							
8936 25-00435	02/10/25	IAAI INC FS BELLES IAAI & NJ CHAPTER	Open	\$148.00	\$0.00		
9166 24-02152	08/08/24	REMINGTON & VERNICK ENG II INC RES 2024-267 CHG ORD 1 CRESSE	Open	\$360.00	\$0.00		B
24-02507	09/18/24	RES 2024-308 CHG ORD 2 CRESSE	Open	\$13,172.50	\$0.00		
		Vendor Total:		\$13,532.50			
9169 25-00413	02/07/25	EB EMPLOYEE SOLUTIONS LLC DIFF CARD ADMIN FEBRUARY 2025	Open	\$3,896.75	\$0.00		
9216 25-00043	01/07/25	ATLANTICARE REGIONAL MEDICAL RES#2024-229 YEAR 1	Open	\$5,000.00	\$0.00		B
9264 24-02722	10/16/24	PENNONI ASSOCIATES INC RES# 2024-332 Tax Maps	Open	\$45,458.04	\$0.00		B
9316 25-00020	01/03/25	THE BELASCO LAW FIRM LLC RES#2025-01 DNE \$40k	Open	\$3,333.33	\$0.00		B
25-00021	01/03/25	RES#2025-01 DNE\$150K EXPENSES	Open	\$10,830.00	\$0.00		B
		Vendor Total:		\$14,163.33			
9331 25-00223	01/22/25	RONALD BIRD B-447 L-8 BIRD	Open	\$87.51	\$0.00		
9334 25-00337	01/28/25	THOMSON REUTERS WEST GROUP CLEAR PROFLEX	Open	\$4,083.72	\$0.00		
9336 25-00254	01/27/25	TRACEY GIORDANO FS RFND 142 New Jersey Ave	Open	\$130.00	\$0.00		
BLAUE 22-02882	11/17/22	BLAUER ASSOCIATES INC* 2023 SCPF APPLICATION CONSULT	Open	\$300.00	\$0.00		B
CARROT 25-00191	01/16/25	CARROT-TOP INDUSTRIES, INC* FLAGS FOR TOWNSHIP	Open	\$832.87	\$0.00		
CMCHE005 25-00342	01/28/25	CMC HERALD Summer Camp Coord Employ Ad	Open	\$395.91	\$0.00		
EMAGAN 25-00336	01/28/25	ED MAGAN GAME OFFICIAL TRAVEL BASKETBAL	Open	\$350.00	\$0.00		
G-UNITED 24-03187	11/20/24	UNITED UNIFORM FS - Embs uniforms	Open	\$288.00	\$0.00		
25-00318	01/27/25	FS UNIFORMS FAMIANO	Open	\$569.00	\$0.00		
		Vendor Total:		\$857.00			
LOWER 25-00382	02/06/25	LOWER TOWNSHIP JAN 2025 DIFFERENCE CARD USE	Open	\$15,855.50	\$0.00		
SEAGE		SEAGEAR MARINE SUPPLY*					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
SEAGE 26-00385	02/08/25	SEAGEAR MARINE SUPPLY* FS WATERPROOF GLOVES	Open	\$52.00	\$0.00		
SEASH 25-00385	02/06/25	SEASHORE COMMUNITY CHURCH WARMING CENTER OCT/NOV/ DEC 24	Open	\$10,417.00	\$0.00		
TRANSACT 25-00430	02/10/25	NJ TRANSACTION CONFERENCE 2025 NJ TRANSACTION CONFERENCE	Open	\$475.00	\$0.00		

Total Purchase Orders: 136 Total P.O. Line Items: 0 Total List Amount: \$1,174,070.63 Total Void Amount: \$0.00

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

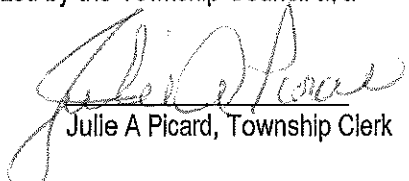
RESOLUTION # 2025-95

Title: AUTHORIZING PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Find's Furniture	5933	Mayors Furniture	\$2,319.00
TOTAL MANUAL CHECKS:			\$2,319.00
TOTAL COMPUTER GENERATED:			\$1,174,070.63
TOTAL BILL LIST			\$1,176,389.63

	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 February 19, 2025.


Julie A Picard, Township Clerk

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

RESOLUTION # 2025-96

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Jordan Saini in the amount of 8,469.86 is authorized and chargeable to the 2025 Budget account 5-01-25-240-124.

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

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


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT


SPECIAL REPORT

TO: Chief Lewis
THRU: SGT McNulty
FROM: Patrolman Jordan C. Saini
DATE: 01/27/2025
SUBJECT: Comp Time Buy Out

Sir,

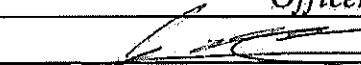
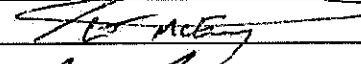
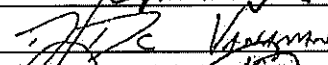
I am respectfully requesting to submit this letter to payroll, requesting a buy out of 200 hours of accrued comp time. Thank you for your time and consideration in this matter.

Respectfully Submitted,


Jordan C. Saini
Patrolman Badge 196

200 * 42.3493 =
\$8,469.86

C File

Date	Officer	Comments
1/27/25		to the LT
1/28/25		to Capt Myrone Confirmed buy Time
2-3-25	Capt. Myrone	to D.C. Vansman
2-3-25		to CHIEF LEWIS
2-3-25	BSI (REL)	SENT TO TOWN HALL

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

RESOLUTION #2025-97

Title: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR BLOCK 388, LOT 1, 128 BROADWAY, VILLAS, NJ, KEVIN M. AND DANA M. MC KEON

WHEREAS, Kevin M. and Dana M. McKeon, posted a Demolition Bond with the Township of Lower, in the amount of \$2,500.00 and

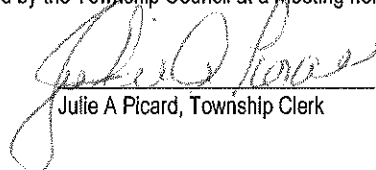
WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued September 19, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Demolition Bond be and hereby is released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$2,500.00, plus any accrued interest if applicable, for payment of the above released Demolition Bond.

	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 February 19, 2025


Julie A Picard, Township Clerk

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

Roland Roy, Jr., Ward 3
rroy@townshipoflower.org

Michael Laffey, Manager
mlaffey@townshipoflower.org

MEMORANDUM

TO: Mayor Frank Sippel &
Council Members

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

DATE: February 4, 2025

RE: Release of Demolition Bond
128 Broadway
Villas, NJ
Block 388, Lot 1
Resolution #2025-97

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A Certificate of Occupancy was issued September 19, 2024.

Thank you.

WJG:kms

att. (1)

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

RESOLUTION # 2025-98

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

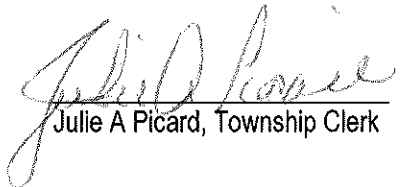
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance, and

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Simba Elam Hampton in the amount of 1,322.81 is authorized and chargeable to the 2025 Budget account 5-01-25-240-124.

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

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


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Ptlm. Simba Elam-Hampton. #223
DATE: February 05, 2025
SUBJECT: Comp Time Buyout

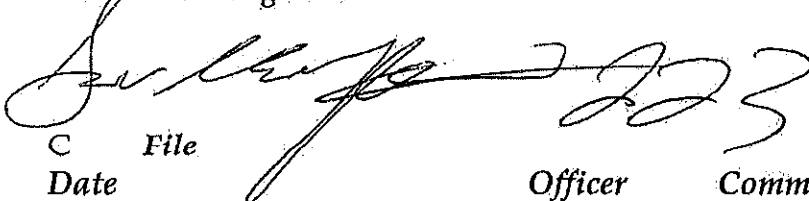
Chief Lewis,

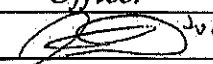
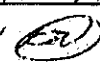
I am asking to submit this letter to payroll requesting a buyout of 50 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,

50 * 26.451 = 1,322.81

Simba Elam-Hampton,
Patrolman Badge 223



C	File	Date	Officer	Comments
		02/05/25		onto LIS
		2-6-25	let sitting	To Capt. Mayore, Confirmed His Time
		2-6-25	Capt. Payne #170	FWD D.C. VANDER
		2-6-25	DC VANAMAN #174	FWD CHIEF LEWIS
		2-6-25	1831 	SENT TO TOWN HALL

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

RESOLUTION #2025-99

Title: A RESOLUTION AUTHORIZING MARGARET VITELLI, THE QUALIFIED PURCHASING AGENT OF THE TOWNSHIP OF LOWER, TO AWARD CONTRACTS OVER \$17,500.00 AND UNDER THE CURRENT BID THRESHOLD OF \$44,000.00

WHEREAS, N.J.S.A. 40A:11-3(a) establishes the threshold at which contracts, as defined by the New Jersey Local Public Contracts Law, N.J.S.A. 40A-11-1 et seq., must be subject to competitive bidding; and

WHEREAS, in accordance with N.J.S.A. 40A:11-3(c), the Governor of the State of New Jersey is authorized to adjust the bid threshold in an amount proportional to the index rate, as defined in N.J.S.A. 40A:11-2, every five years; and

WHEREAS, in accordance with N.J.S.A. 40A:11-3(a)(3), municipalities that employ a Qualified Purchasing Agent it is permitted to increase its bid threshold to the amount established by the Governor in accordance with N.J.S.A. 40A:11-3(c); and

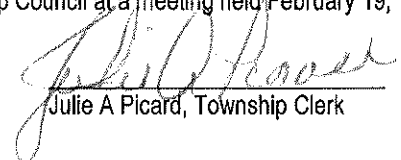
WHEREAS, effective July 1, 2020, the Governor of the State of New Jersey, in consultation with the State Treasurer, established the current bid threshold for municipalities that employ a Qualified Purchasing Agent at \$44,000.00; and

WHEREAS, the Township of Lower has an appointed Qualified Purchasing Agent, Margaret Vitelli, who is authorized to negotiate and award contracts below the Township's current bid threshold of \$17,500.00, and the Township desires to take advantage of the increased bid threshold of \$44,000.00 established by the Governor to increase efficiency associated with awarding of contracts having a value in excess of \$17,500.00 but below \$44,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that, Margaret Vitelli, in her capacity as the Qualified Purchasing Agent for the Township of Lower, is hereby granted the authority to award contracts having an anticipated value in excess of \$17,500.00 but below the \$44,000.00 bid threshold established by the Governor of the State of New Jersey in accordance with N.J.S.A. 40A:11-3(c), subject to compliance with the applicable Pay-to-Play laws.

	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 February 19, 2025.


Julie A Picard, Township Clerk

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

RESOLUTION # 2025-100

Title: A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT OF SALE PERTAINING TO CERTAIN REAL PROPERTY LOCATED AT 9600 SEAVIEW AVENUE, A/K/A BLOCK: 703, LOT: 1

WHEREAS, on January 22, 2025 the Township Council of the Township of Lower adopted Resolution #2025-80 approving the sale of certain real property owned by the Township of Lower identified as 9600 Seaview Avenue, a/k/a Block: 703, Lot: 1, by way of an open public auction; and

WHEREAS, Resolution #2025-80 set forth terms, conditions, and restrictions associated with the sale of said property and an Agreement of Sale was annexed to said Resolution which further outlined the rights, responsibilities, and obligations associated with the potential sale of the property identified therein; and

WHEREAS, notice of the open public auction was advertised in the Cape May Star and Wave on January 29, 2025 and February 5, 2025, and the open public auction was conducted on Friday, February 7, 2025 at 9:00AM at the municipal building located at 2600 Bayshore Road, Villas, New Jersey 08251; and

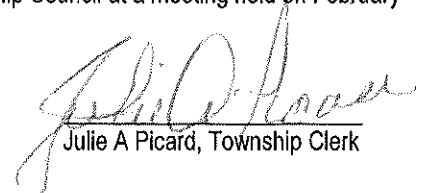
WHEREAS, pursuant to Resolution #2025-80 the Township Council of the Township of Lower established a minimum bid of One Million Dollars (\$1,000,000.00) for the potential sale of 9600 Seaview Avenue, a/k/a Block: 703, Lot: 1; and

WHEREAS, at the February 7, 2025 open public auction, one (1) bid was received in the amount of One Million Dollars (\$1,000,000.00) from Achristavest Diamond Beach, LLC, which met the minimum bid amount established by the Township, and Achristavest Diamond Beach, LLC was determined to be the winning bidder and subsequently executed the Agreement of Sale annexed to Resolution #2025-80 and tendered the required deposit of ten percent (10%) of the purchase price, or One Hundred Thousand Dollars (\$100,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the Agreement of Sale attached hereto associated with the sale of 9600 Seaview Avenue, a/k/a Block: 703, Lot: 1, is hereby approved, and the Mayor and Township Clerk are hereby authorized to execute same, and are further authorized to undertake any necessary and/or required actions in order to complete the sale of this property to the winning bidder, Achristavest Diamond Beach, LLC.

	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 February 19, 2025.


Julie A Picard, Township Clerk

AGREEMENT OF SALE

EM by FLE
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THIS AGREEMENT OF SALE (the "Agreement") is made this 7th day of February, 2025, being the date the last of Buyer or Seller to execute this Agreement (the "Effective Date"), between **THE TOWNSHIP OF LOWER, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY LOCATED IN THE COUNTY OF CAPE MAY**, with a mailing address of **2600 BAYSHORE ROAD, VILLAS, NEW JERSEY 08251** (the "Seller") and Achrsta vest Diamond Beach, LLC with a mailing address of 2501 Seaport Drive, Suite 400, Chester, PA (the "Buyer"). Seller and Buyer may collectively be denominated as the "Parties" in the Agreement and each may be called, separately, a "Party."

WITNESSETH:

In consideration of the mutual covenants, representations, warranties, agreements, and provisions contained in the Agreement, the Parties hereto, intending to be legally bound, agree as follows:

1. REAL ESTATE AND ASSETS INCLUDED IN SALE.

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (collectively, the "Property"). The subject matter of this Agreement consists of the Property, including but not limited to fixtures and equipment located within the structure and/or located on site, if any.

- i. Land. The Land is located at **9600 Seaview Ave, Lower Township**, ALSO KNOWN AS **LOT: 1, IN BLOCK 703** on the official municipal tax map of the Township of Lower, together with all right, title and, interest, if any, of Seller, in and to all easements, estates, powers, rights and privileges relating or appurtenant thereto (collectively, the "Land").
- ii. Improvements. Any building, structure, and/or improvements comprising a part of or attached to or located upon the Land, including without limitation all site improvements on the Land, all mechanical systems, fixtures and equipment, such as, but without limitation, compressors and engines, electrical systems, cooling and heating fixtures, systems and equipment, and plumbing fixtures, systems and equipment, all appliances, and air conditioning units, if any (collectively, the "Improvements" and, with the Land, the "Property").

2. PURCHASE PRICE/PAYMENT.

Purchase Price. The purchase price (the "Purchase Price") for the Property shall be One Million (\$ 1,000,000.00) DOLLARS and shall be paid by Buyer to Seller, at closing, as follows:

- i. Deposit. The Buyer shall deliver to the **TOWNSHIP OF LOWER, 2600 BAYSHORE ROAD, VILLAS, NEW JERSEY 08251**, a deposit in the amount of 10% of the

EM by FLE
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RS

purchase price, determined at an open public auction conducted by the Township of Lower, equal to One hundred thousand (\$ 100,000 .⁰⁰) DOLLARS (the "Initial Deposit"), along with a copy of this fully executed Agreement of Sale, immediately upon the conclusion of the open public auction. Failure to execute this Agreement of Sale and tender a deposit equal to 10% of the purchase price at the time of the open public auction will void the results of the public auction as to the individual property in question, and the successful bidder shall have no right to purchase the property.

Am by FLE
RS

- ii. Cash at Closing. Buyer shall tender the sum of Nine hundred thousand (\$ 900,000 .⁰⁰) DOLLARS, in cash, by cashier's check, a certified bank check, or title company check payable to the order of Seller at the Closing and passage of title to the Property in accordance with the terms and provisions of this Agreement.

3. DUE DILIGENCE/INSPECTIONS.

Buyer is hereby waiving the right to inspect the Property and all systems therein, without limitation, including, but not limited to: the roof, structure, foundation, environmental inspection, all plumbing, heating, and electrical systems, termite/wood boring pest inspection, radon inspection, all windows, doors and appurtenances, inclusive of any and all property/fixtures being transferred herein. The Parties expressly acknowledge that the Property is being purchased "As Is" "Where Is" together with "any and all faults" and Seller shall have no obligation to engage in any remedial actions should Buyer raise any issues associated with the Property.

4. PHYSICAL CONDITION OF PROPERTY

It is understood and agreed between Buyer and Seller that this property is being sold in "AS IS," "WHERE IS" condition, and Seller shall have no obligation or responsibility to engage in any remedial actions should Buyer raise any issues associated with the condition of the Property.

5. DELIVERY OF POSSESSION

Buyer shall have sole possession of the property on the date of closing contingent upon the satisfaction of the purchase price and the conditions of closing outlined herein.

6. COMPLIANCE WITH LAWS AND REGULATIONS

Both parties represent and warrant that during the pendency of this Agreement, both parties will at all times adhere strictly to any applicable municipal, county, and/or or state laws and/or regulations applicable to this property.

7. ASSIGNMENT.

The parties acknowledge that there shall be no assignment of this Agreement by the Buyer.

Am by FLE
RS

8. INSPECTION OF THE PROPERTY

Buyer may have the Premises inspected at any time up until Closing and shall have permission of Seller to enter thereon for that purpose at any time.

9. AIRPORT SAFETY ZONE

Seller represents that to the best of Seller's knowledge the property is not located in an airport safety zone.

10. TITLE AND SURVEY

The title shall be good, marketable and insurable at regular rates; and shall be free and clear of encumbrances, including municipal liens and assessments and liabilities for assessments for improvements now constructed, if any. The title is to be subject to all existing restrictions of record.

The title shall be subject to all existing utility easements and restrictions of record, if any. Generally, an easement is a right of a person other than the owner of the property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the use of the property. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the title company insures the Buyer against actual loss at regular rates. Seller states, to the best of Seller's knowledge, that there are no restrictions in any conveyance or plans of record which will prohibit the potential use of the property.

11. INDEMNITIES

i. Indemnification by Buyer. Buyer hereby agrees to indemnify and hold harmless Seller from and against any and all loss, costs or damages (including reasonable attorneys' fees) with respect to the breach of any warranty or representation of Buyer herein, or Buyer's breach of any of the provisions of this Agreement which survive the Closing, or any claims regarding Buyer's use, ownership, occupancy, operation and/or maintenance of the Property from and after the Closing, including without limitation (a) any obligation pertaining to taxes and property-related operating expenses, levies, charges, liens or assessments accruing after the Closing; and (b) any accident, injury, death or other damage whatsoever caused to any person or entity, occurring on or after the Closing in or about the Property or a portion thereof; and (c) the presence, release, discharge or contamination of or by the Property of any Hazardous Materials first occurring after the Closing. Buyer shall contest any demand, claim, suit or action against which Buyer has hereinabove agreed to indemnify and hold Seller harmless and to bear all reasonable costs and expenses of such contest and defense, including reasonable attorneys' fees.

a. Buyer's indemnity shall not apply to claims, losses, or liabilities to the extent accruing on or prior to the Closing Date.

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- ii. Indemnification by Seller. Seller hereby agrees to indemnify and hold harmless Buyer from and against any and all loss, costs or damages (including reasonable attorneys' fees) with respect to the breach of any warranty, representation or covenant of Seller set herein, and also with respect to the following matters pertaining to the Property: (a) any obligation including a payment obligation or damages arising out of Seller's failure to comply for any period on or before the Closing with respect to the Leases and the Contracts or with respect to other obligations assumed by Buyer at the Closing; and (b) any obligation pertaining to taxes and property-related operating expenses, levies, charges, liens or assessments arising on or before the Closing Date or assumed by Buyer hereunder; and (c) any accident, injury, death or other damage whatsoever caused to any person or entity, occurring before the Closing in or about the Property or a portion thereof; and (d) the presence, release, discharge or contamination of or by the Property of any Hazardous Materials, occurring or accruing on or prior to the Closing Date. Seller shall contest any demand, claim, suit or action against which Seller has hereinabove agreed to indemnify and hold Buyer harmless and to bear all reasonable costs and expenses of such contest and defense, including reasonable attorneys' fees.
- a. Seller's indemnity shall not apply to claims, losses or liabilities to the extent accruing on or after the Closing Date.
- iii. Survival. The terms and provisions of Section i and ii above shall survive the Closing indefinitely.

12. CLOSING.

The closing of this transaction shall take place at Shore Title Agency, doing business at 3704 Bayshore Rd, North Cape May, NJ 08204. Closing must occur no later than forty-five (45) days after the date of the auction sale and execution of this Agreement of Sale.

13. DEFAULT

In the event either party defaults in the performance of any of their obligations hereunder or shall fail to consummate the sale of the Property for any reason, the non-breaching party shall be entitled to pursue all remedies of law and equity available.

In the event either Seller or Buyer becomes entitled to the Deposit or any part thereof upon termination of this Agreement and/or default of the other Party, such Party may deliver a letter of instruction to the Escrow Agent directing disbursement of the Deposit to such Party. The Party delivering such notice to the Escrow Agent shall, simultaneously deliver a copy of such notice to the other Party hereto. Upon the expiration of ten (10) days after the Escrow Agent's receipt of the letter of instruction, the Escrow Agent may deliver the Deposit to the Party specified in the letter of instruction unless, within such ten (10) day period, the Escrow Agent shall have received a written objection to such delivery from the

other Party hereto. In such event, the Escrow Agent shall not deliver the Deposit to either Party unless it has a written authorization to do so signed by both Parties or a court order has been issued by a court of competent jurisdiction to deliver the Deposit to one of the Parties hereto. The Escrow Agent may deposit the Deposit into a court of competent jurisdiction and thereafter shall have no further interest in or responsibility for this Agreement or the Deposit

14. ATTORNEY'S FEES

In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

15. RADON GAS DISCLOSURE

Intentionally Omitted as same is not applicable to this transaction.

16. CERTIFICATE OF OCCUPANCY

If the Improvements are located in a municipality which requires a certificate of occupancy, code letter, fire certification or similar certificate or document to be issued in connection with the transfer of the Property, Buyer shall make application for issuance of such certificate or letter and, at its expense, shall complete and pay for any repairs required by a municipal official to obtain the certificate, letter, or other document; Proof of the latest Multiple Dwelling New Jersey State Inspections with all corrections requested, if any, completed.

17. REPRESENTATIONS, WARRANTIES, & COVENANTS

- i. Seller hereby makes the following representations as of the date hereof, each of which have been relied upon by Buyer as a material inducement to entering into this Agreement and each of which shall be true and correct in all respects as of the Closing Date and shall terminate as of the Closing Date.
 - a. Authority/Consent. Seller is the owner of all legal and beneficial interests in the Property and possesses all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated by this Agreement.
 - b. Litigation. No material action, suit, claim or other proceeding is pending or threatened, that concerns or involves, or may concern or involve, Seller or the Property adversely. No actions, whether voluntary or otherwise, are pending or, to Seller's knowledge, threatened against Seller under the bankruptcy laws of the United States or any state thereof. As of the date hereof, there are no pending, or to Seller's knowledge, threatened, condemnation or eminent

domain proceedings affecting the Property or the Improvements. There is no tax appeal currently pending that may affect the Real Estate. Seller is not subject to any judgment, order, decree, administrative ruling or other judicial or administrative mandate or arbitration proceeding. Seller has not received written notice from any governmental or administrative authority contending that Seller has not conducted, its Business in accordance with all applicable material federal, state and local laws. There is no suit or action, whether legal, administrative, arbitration or other proceeding or governmental investigation, or any change in the zoning or building ordinances affecting the Property or its operations, pending or contemplated to the knowledge of Seller, which may adversely affect the Property, or the use thereof as of the date of execution hereof.

- c. Leases. There are no Leases that exist at the Property.
- d. Contracts. There are no Contracts that exist at the Property.
- e. Environmental. Seller has not received any written notice, report or information regarding any violations of, or any corrective, investigatory or remedial obligations, arising under, applicable environmental laws with respect to the present operations of the Property, which remains unsatisfied in part or whole and which is outstanding.
- f. Violations of Law. Seller has not received written notice from any governmental authority of any violations, of any federal, state, county or municipal laws, ordinances, orders, regulations and requirements affecting the Property or any portion thereof.
- g. Foreign Person. Seller is not a “foreign person,” “foreign trust” or “foreign corporation” within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code.
- h. Prohibited Persons and Transactions. Seller is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury.
- i. No Hazardous Materials. The Property has never been used or operated by Seller or any tenant or other person or entity by, through, and under Seller, directly or indirectly, in any manner in which Hazardous Materials, as hereinafter defined, have been refined, produced, stored, handled, transferred, processed, transported, or deposited on the Property or in the Improvements thereon except in accordance with applicable laws. The term “Hazardous

WWS by PLC
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Materials” shall mean (A) any wastes, toxic substances defined as “hazardous substances”, “hazardous materials”, or “toxic substances” in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. §9601, et seq., and in the regulations adopted and publications promulgated pursuant to such laws, (B) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substances or material, all as amended, (C) more than 100 gallons of crude or other oil which is liquid at standard conditions or temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), (D) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2011 et seq., as amended or hereafter amended, and in the regulations adopted and publications promulgated pursuant to said law, and (E) asbestos in any form or condition.

- j. Environmental Laws. Seller has received no notice that the Property (including underlying groundwater and areas leased to tenants, if any), the Improvements and the use and operation of each of the foregoing, is not in compliance with all applicable laws, ordinances, requirements, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including without limitation those statutes, laws, regulations, and ordinances identified above, all as may be amended and modified from time-to-time (collectively, “Environmental Laws”).
- k. No Citations. Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any environmental or other public health agency or authority concerning any intentional or unintentional action or omission on Seller's part resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters on onto any lands resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey.
- l. No Environmental Litigation. Seller has not received notice of any past or pending or threatened (A) actions, suits or proceedings by any governmental agency or any other entity or third parties regarding public health risks or the environmental condition of the Property, of the Improvements, or the disposal or presence of Hazardous Materials, or regarding any Environmental Laws, (B) liens or governmental actions, notices or violations of any kind that could impair the value of the Property or the Improvements or (C) liens attached to

EM by JAC
TS

any revenues or any real or personal property owned by Seller and located in the State of New Jersey, including, but not limited to, the Property, as a result of any governmental agency or authority expending monies from any fund to pay for any damages or loss arising from an intentional or unintentional action or omission of Seller or any previous owner or operator of the Real Property, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping (collectively, a "Release") of Hazardous Substances, into the waters of the State of New Jersey or onto lands from which it might flow or drain into said waters, or into waters outside the jurisdiction of the State of New Jersey where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey. Seller is not aware of any claims, or any facts which could be the basis of a claim, made in connection with the indoor air quality of the Property or any adverse health impacts allegedly suffered by anyone in connection therewith.

- m. Certification. The representations and warranties set forth in this Agreement do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such representations and warranties and information, in light of the circumstances under which they have been made, not materially misleading, and Seller has not knowingly withheld from Buyer its knowledge of any material fact or event that has occurred or is about to occur regarding the Property which has had or, so far as it can reasonably foresee, will or may have a material adverse effect on the Property. These representations and warranties shall be true and correct in all material respects at the time of Closing.

- ii. Buyer. Buyer represents and warrants to Seller as follows, which representations and warranties are true and correct in all material respects as of the Effective Date and shall be true and correct in all material respects at the time of Closing and shall terminate as of the Closing Date.
 - a. Powers. Buyer has full power and authority to execute and deliver this Agreement and such other documents as are described herein to be executed and delivered, and to perform the transactions contemplated herein and therein;

 - b. Binding Effect. This Agreement and such other documents herein contemplated to be executed and delivered have been duly authorized, executed and delivered by Buyer, and constitute valid and binding obligations of Buyer enforceable in accordance with their respective terms. Buyer's execution and delivery of this Agreement and such other documents as are contemplated herein to be executed and delivered bind Buyer to perform, observe and comply with their respective terms and provisions. The undersigned signatory for Buyer has full power and

AM by FLE

authority to execute and deliver this Agreement in behalf of Buyer, and to bind Buyer to perform, observe and comply with the terms and provisions hereof.

- c. No Conflict. Buyer's execution and delivery of this Agreement and any other documents contemplated hereunder to be executed and delivered, and Buyer's performance of and compliance with their provisions, do not conflict with or result in a violation of its operating agreement or any other agreements that affect or may affect Buyer, this Agreement, or Buyer's performance hereunder.
- d. No Violations. Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will:
 - i. Conflict with or result in or breach any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party; or
 - ii. Violate any restriction to which Buyer is subject.
- e. Financial Ability. Buyer has the financial ability to consummate the transactions contemplated by this Agreement. If required, Buyer will provide proof of funds to Seller.
- iii. Covenants. Seller hereby covenants to Buyer that Seller will not enter into any contracts or leases that impact the Property, that Seller shall continue to maintain the Property and Seller will maintain existing insurance coverage with respect to the Property.

18. BULK SALES NOTICE

Intentionally Omitted.

19. REAL ESTATE COMMISSION

Intentionally Omitted.

20. APPLICABLE LAW

This Agreement shall be construed under and in accordance with the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.

21. PRO-RATIONS

Real estate taxes and other governmental impositions, rent, security deposits, water, sewer, and other utility charges, and similar costs and expenses related to the ownership and operation of the Property, shall be adjusted as of Closing on a full calendar or fiscal year

Handwritten signature/initials: EJM by FLC

basis, as may be applicable. Seller and Buyer shall each pay their respective attorneys' fees with respect to this Agreement and the Closing and any rights and remedies hereunder.

22. ITEMS TO BE DELIVERED AT CLOSING.

i. By Seller. At or prior to Closing, Seller shall deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items:

- a. A Bargain and Sale Deed with Covenants Against Grantor's Acts;
- b. Any reasonable and customary certificates and affidavits that may be reasonably required by Buyer's title company in the normal course for Seller to convey marketable and insurable title, in form and substance reasonably satisfactory to Seller, duly executed by Seller;
- c. A Non foreign Certification of Entity Transferor from Seller or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code;
- d. Possession of the Land and Improvements;

ii. By Buyer. At or prior to Closing, Buyer shall deliver to Seller, or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

- all by FIC*
- a. Payment in the amount of the purchase price of One Million (\$ 1,000,000.00) DOLLARS in cash or by cashier's check or title company check payable to the order of Seller;
 - b. If a business entity, evidence of Buyer's authority to consummate this transaction;
 - c. Any customary certificates and affidavits that may be required in the normal course, in form and substance satisfactory to Seller, duly executed by Buyer.

iii. Closing Costs.

- a. Seller's Costs. Seller shall pay for the following costs at Closing:
 - i. The New Jersey Realty Transfer Tax payable by a seller of real estate under New Jersey law, if any;
 - ii. Recording or discharge fees to extinguish any existing mortgage lien or financing statement as against Seller; and

iii. Such other documents and costs as are customarily prepared and paid by Seller in southern New Jersey, together with the cost of recordation thereof.

b. Buyer's Costs. Buyer shall for the following costs at Closing:

i. All title insurance premiums and search charges;

ii. Any survey of the Property;

iii. The drawing of the Deed, the cost of which is \$150.00;

iv. The cost of recordation of the deed and any financing documents; and

v. Such other documents and costs as are customarily prepared and paid by Buyer in southern New Jersey, together with the cost of recordation thereof.

23. ATTORNEY REVIEW

THIS AGREEMENT WAS DRAFTED BY ATTORNEYS AT LAW ON BEHALF OF SELLER AND CREATES A BINDING CONTRACT WHEN EXECUTED, WITHOUT REGARD TO ANY PERIOD FOR ATTORNEY REVIEW AND/OR CANCELLATION THEREAFTER. STATED OTHERWISE, THERE IS NO ATTORNEY REVIEW PERIOD ASSOCIATED WITH THIS AGREEMENT OF SALE. THE TERMS AND CONDITIONS SET FORTH WITHIN THIS AGREEMENT OF SALE SHALL BE BINDING UPON THE BUYER IMMEDIATELY UPON BUYER'S EXECUTION OF SAME.

24. NOTICE OF OFF-SITE CONDITIONS AND MEGAN'S LAW COMPLIANCE

- i. Pursuant to the New Jersey Residential Construction Off-site Conditions Disclosure Act (P.L. 1995, c253) the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyer may examine said lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, purchasers may wish to also examine the list maintained by the neighboring municipality.
- ii. Under New Jersey law, the County Prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in this area. The County Prosecutor may be contacted for such further information as may be disclosed to you.

GM by FLE

25. MISCELLANEOUS TERMS

- i. Entire Agreement. This Agreement and the exhibits and schedules attached hereto constitute the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.
- ii. Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may shall not be considered in interpreting the provisions of this Agreement.
- iii. Notices. All notices hereunder shall be in writing and shall be delivered as follows: (i) on the date of confirmed facsimile transmission, if transmitted before 5:00 P.M. prevailing eastern time on a regular business day, and if not than on the next following business day; or (ii) on the next business day following acceptance for delivery by a recognized overnight courier service with receipt confirmation.

All notices to Seller shall be directed as follows:

Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

With a Copy of said Notice to:

Robert T. Belasco, Esquire
Belasco Law Firm
111 E. 17th Avenue – Suite 100
North Wildwood, New Jersey 08260

- iv. No Recording. This Agreement nor a memorandum thereof may be recorded in any repository of public records.
- v. Provisions to Survive Closing. Any and all of the provisions of this Agreement which expressly require or specifically provide for the performance or liability of either party hereto following the Closing or earlier termination of this Agreement shall survive the Closing and the delivery of the Deed to Buyer, or such termination, as the case may be. Except for the foregoing, no other terms and provisions shall survive the Closing or termination of this Agreement.

*Call by FCC
RS*

- vi. No Third-Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of Seller and Buyer hereto and no other Party shall have any right or claim against Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against Seller and Buyer hereto, or either of them.
- vii. Interpretation. The Parties acknowledge that each Party and its counsel have participated in the drafting of this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.
- viii. Further Assurances. In addition to the acts and covenants recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably request at Closing or subsequent thereto, but without cost to the non-requesting party, in order to effectuate the intents and purposes of this Agreement. The terms and provisions of this Section shall survive the Closing.
- ix. Authority. Each person executing this Agreement, by his or her execution hereof, represents and warrants that he or she is fully authorized to do so, however, the Parties will cooperate in providing appropriate proof to the other Party of the authority of the signing person to bind the Party.
- x. Counterparts; Faxes. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Faxed or electronic signatures shall be accepted as original signatures for all purposes.
- xi. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein or the material economic benefits intended to be realized by a Party from this Agreement.
- xii. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors and assigns of the Parties hereto. Words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first above written.

Call by EVC

Witness:

Julie Picard
Julie Picard, Township Clerk

SELLER

By: Frank Sippel
Name: Frank Sippel, Mayor
Township of Lower

WITNESS:

Marie Cervero

BUYER Achristavest Diamond Beach LLC

By: Erskine W. Mark by his attorney
Name: in front FL CO. RABO
Date: 2/7/2025

WITNESS:

BUYER

By: _____
Name:
Date:

Erskine W. Mark


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

RESOLUTION #2025-101

Title: AUTHORIZATION FOR THE PAY OUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has retired from the Township and is entitled to payment for accumulated sick, vacation and personal time; AND


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

WHEREAS, it has been determined by the Township Treasurer as evidenced by her signature  that adequate funding is available for accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Donna Blackley in the amount of \$14,473.11 is authorized and is chargeable to Reserve for Accumulated Absences.

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

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


Julie A Picard, Township Clerk

Blackley, Donna

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 DATE:

EMPLOYEE: Blackley, Donna
 DATE OF RETIREMENT: 2/1/2025
 DATE OF PAYMENT: _____
 RESOLUTION #: _____

Annual Salary:	\$100,178.10
Hourly Rate:	\$55.04
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	30.00	55.04	1,651.29
Personal	15.15	55.04	834.11
Sick	102.83	55.04	5,659.89
Vacation	114.96	55.04	6,327.82
Other			
Terminal Leave Payout			\$14,473.11

	(A)	(B)	(C)	(B * C)	(E)	A + D - E	
	Carryover	Annual	4 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp	0.00	0.00	0.00	30.00	0.00	30.00	
Personal	13.00	28.00	0.08	2.15	0.00	15.15	
Sick	94.75	105.00	0.08	8.08	0.00	102.83	840 HRS MAX
Vacation	171.50	175.00	0.08	13.46	70.00	114.96	
						Days	

Accrual and time used are current to 02/11/25 subject to change if time is used or not currently reported.

Employee Signature: _____

Date: _____

Treasurer's Signature: _____

Date: _____

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

RESOLUTION #2025-102

Title: **A RESOLUTION ESTABLISHING AN EMERGENCY AND AUTHORIZING THE AWARD OF A CONTRACT TO R.A. WALTERS & SONS INC FOR THE REPAIR TO THE DELAWARE BAY DRIVE PUMP HOUSE OUTFALL EXTENSION TO MITIGATE DUNE EROSION AND PRESERVE CRITICAL INFRASTRUCTURE (LT-C-064)**

WHEREAS, the Delaware Drive pumping station has experienced significant erosion of the upper dune section caused by the flow from the outfall pipe, exacerbated by the natural accumulation of sand on the beach over the last several months; the erosion of the dune presents an immediate threat to the stability and integrity of the dune, which serves as a critical barrier protecting properties in the surrounding area; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) has approved the necessary permit for the repair of the Delaware Drive outfall pipe, while additional approvals for other outfalls remain pending with the U.S. Army Corps of Engineers; and

WHEREAS, seasonal restrictions affecting this type of work will take effect in May, making it imperative to complete the repairs promptly to prevent further erosion and loss of dune infrastructure; and

WHEREAS, the municipality's engineer has prepared a preliminary plan for the necessary repairs and has received quotes from qualified contractors to complete the work.

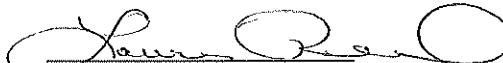
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that:

1. Authorization of Emergency Repairs: The governing body authorizes the immediate commencement of repair work on the Delaware Drive pumping station outfall pipe to prevent further erosion and ensure the protection of the dune.
2. Engineer's Oversight: The municipal engineer is directed to finalize a detailed plan, and oversee the execution of the repair work.
3. Expedited Process: All efforts shall be made to expedite the completion of the repair work prior to the implementation of seasonal restrictions in May.
4. Documentation: A copy of the engineer's draft plan and photographs of the site shall be maintained as part of the official record for this resolution.

WHEREAS, R.A. Walters & Sons Inc. was the lowest qualified bidder and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord #24-03 C-04-55-438-100

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 following contract is hereby awarded:

AWARD TO: R.A. WALTERS & SON INC.

TOTAL: \$127,700.00

	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 February 19, 2025



Julie A Picard, Township Clerk

From: [gdouglass](#)
To: [mvitelli](#)
Cc: [Mike Laffey](#); [Christina Lewis](#)
Subject: Delaware Drive Outfall Emergency
Date: Tuesday, February 11, 2025 9:10:00 AM
Attachments: [LTC059_PLANS_COMBINED.pdf](#)
[LTC059_bidform&specifications.pdf](#)
[Outfall#3.jpeg](#)
[Outfall#2.jpeg](#)
[Outfall#1.jpeg](#)

Good morning Margaret,

I have a situation which the outfall pipe at Delaware Drive pumping station. We have been waiting for our permit approval which we did get from NJDEP. Unfortunately a couple of other outfalls need to be approved by the Army Corps and this process can be months. We have asked the NJDEP if we could proceed with the Delaware Drive outfall being we have the necessary permits. NJDEP has given us the go ahead.

After visiting the site, a lot of the flow from the outfall is washing away the upper dune section due to the beach humping up over the last few months. We need to get this done ASAP due to seasonal restrictions that go into affect in May. Our engineer can do a rough plan and get quotes from a few contractors and accomplish this with your approval. If we don't complete this immediately we will be taking a risk of losing valuable dune that protects the properties in that immediate area.

I will await your answer.

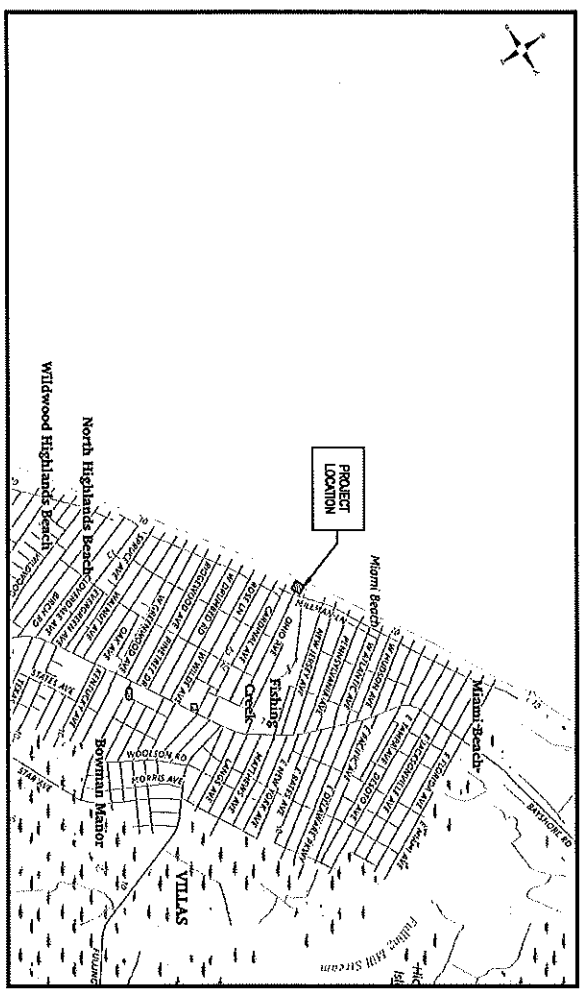
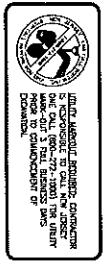
Attached are the engineer's draft plan along with some pictures.

Thank you

Gary Douglass
Public Works Superintendent
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
609-884-0898 ex. 312
609-780-6049 cell

DELAWARE BAY DRIVE PUMP HOUSE BAY DRIVE EXTENSION PROJECT

UTILITIES	
PUBLIC WORKS:	LOWER TOWNSHIP PUBLIC WORKS DEPARTMENT 2800 BAYSHORE ROAD VILLAS, NJ 08251 (908) 882-2888
SEWER:	LOWER TOWNSHIP M.U.A. STEPHEN N. BERNERSHIP, P.E. VILLAS, NJ 08251 (908) 882-7146 CAPE MAY COUNTY M.U.A. VILLAS, NJ 08251 1323 ROUTE 8 NORTH, PO BOX 610 CAPE MAY COURT HOUSE, NJ 08210 (856) 482-4028
WATER:	LOWER TOWNSHIP M.U.A. STEPHEN N. BERNERSHIP, P.E. VILLAS, NJ 08251 (908) 882-7146 ATLANTIC CITY ELECTRIC COMPANY KENNETH F. TAYLOR 1000 WEST 10TH STREET CAPE MAY COURT HOUSE, NJ 08210 609-463-2816
ELECTRIC:	ATLANTIC CITY ELECTRIC COMPANY KENNETH F. TAYLOR 1000 WEST 10TH STREET CAPE MAY COURT HOUSE, NJ 08210 609-463-2816
CABLE:	COMMERCIAL CABLE JIM PAULYER LINDEN, NJ 07036 201-664-4770 SOUTH-EASTERN CABLE COMPANY JEROME HUN ONE SOUTH DENNY PLACE CAPE MAY COURT HOUSE, NJ 08210 609-661-0000
GAS:	VERDON ENGINEERING DEPARTMENT GREGORY ANDSTYVAAL 10 THUNDERBOLT ROAD, ROOM 2 VILLAS, NJ 08251 609-661-1128
TELEPHONE:	CAPE MAY COUNTY PUBLIC WORKS 4 MOORE ROAD CAPE MAY COURT HOUSE, NJ 08210 609-661-1128
COUNTY ROADS:	ROBERT CHURCH, P.E. 4 MOORE ROAD CAPE MAY COURT HOUSE, NJ 08210 609-661-1128



TOWNSHIP OF LOWER CAPE MAY COUNTY, NEW JERSEY

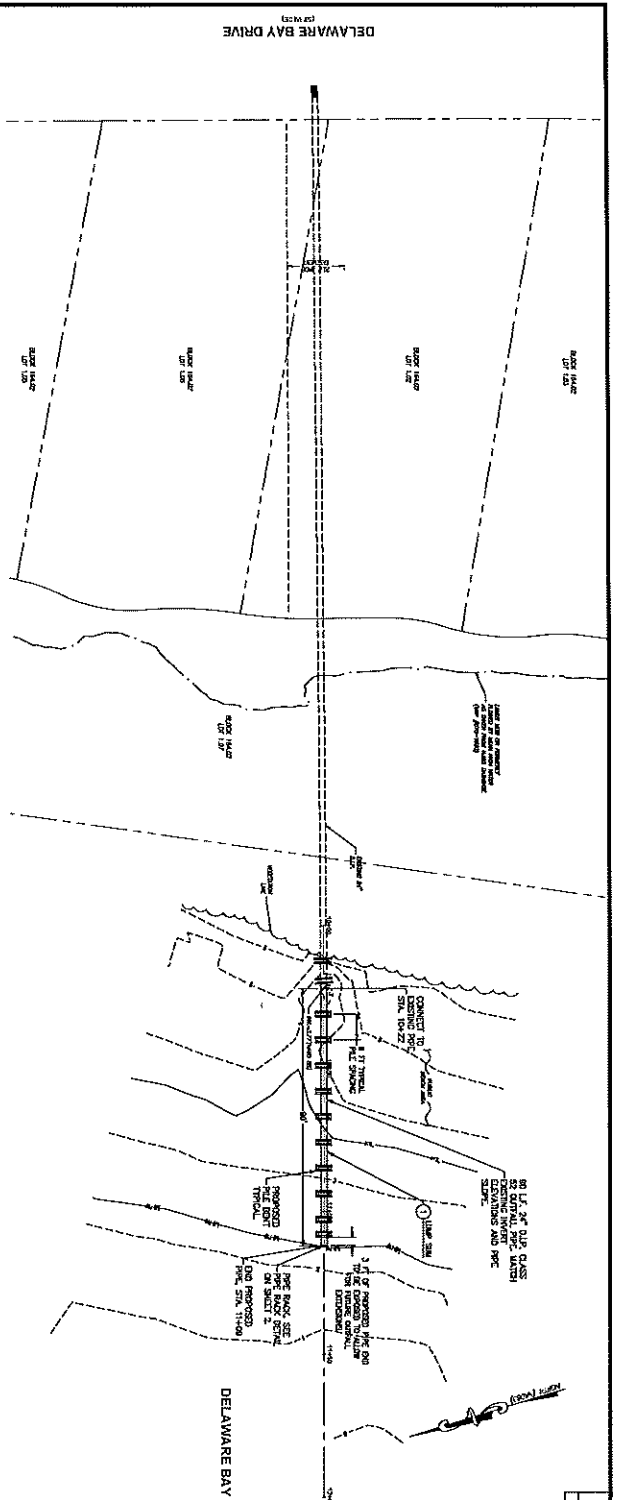
2019 N.J.D.O.T. STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE
CONSTRUCTION SHALL GOVERN

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	PLAN AND PROFILE
3	CONSTRUCTION DETAILS

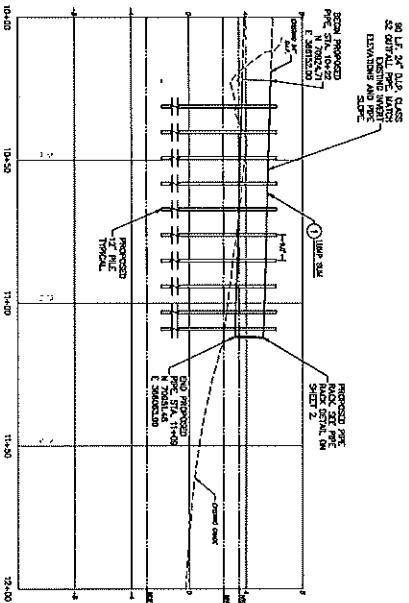


TITLE SHEET	
DEBLASIO & ASSOCIATES CONSULTING ENGINEERS AND PLANNERS 401 N. 42ND AVE. PHILADELPHIA, PA 19104 TEL: (215) 382-1322 FAX: (215) 382-1311 WWW.DBLASIO.COM	
Certificate of Incorporation No. 12189	
DELAWARE BAY DRIVE PUMP HOUSE OUTFALL EXTENSION TOWNSHIP OF LOWER CAPE MAY COUNTY, NEW JERSEY	
MARG A. DEBASTIO, P.E. No. 12189 State of New Jersey License Expires 12/31/2018	

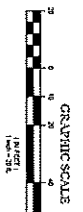
ITEM NO.	TO BE CONSTRUCTED	UNIT	QUANTITY	REMARKS
1	DELAWARE BAY DRIVE HOUSE OFFFALL EXTENSION	LINEAR FEET	100.00	



PLAN
SCALE: 1"=20'



PROFILE
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=4'



- SHORTEXT NOTES:**
1. ALL WORK IS TO BE ACCORDING TO THE SPECIFICATIONS OF THE DELAWARE BAY DRIVE HOUSE OFFFALL EXTENSION, AS SET FORTH IN THE CONTRACT DOCUMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

DEBLASIO & ASSOCIATES
CONSULTING ENGINEERS AND ARCHITECTS
201 WEST 42ND STREET
NEW YORK, N.Y. 10018
PHONE: (212) 692-4200
FAX: (212) 692-4201
WWW.DEBLASIO.COM

PROJECT:
DELAWARE BAY DRIVE PUMP HOUSE OFFFALL EXTENSION
THIRD FLOOR OF JAMES
CAPE MAY COUNTY, NEW JERSEY

DATE: 07/05/2005
BY: MARIO A. DEBLASIO, P.E.
Mario A. DeBlasio, P.E.
New Jersey License No. 47199





Full Name

Email Address

1 Mitch Plenn

2 Bruce Fournier

3 Phyllis Muldoon

4

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

RESOLUTION #2025-103

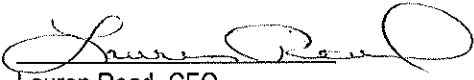
Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES FOR CONSTRUCTION PHASE OF THE DELAWARE BAY DRIVE PUMP HOUSE EMERGENCY OUTFALL EXTENSION PROJECT (LT-C-064)

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

WHEREAS, DeBlasio & Associates provided a proposal for Construction Phase including; Contract Administration, Shop Drawing and Submittal Review, Full Time Construction Observation Based on 80 hours for a cost of \$9,000.00; 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 #24-03 C-04-55-437-910

Signature: 
Lauren Read, CFO

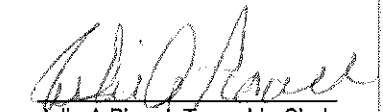
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding is hereby awarded:

AWARD TO: DEBLASIO AND ASSOCIATES
TOTAL: \$9,000.00

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	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 February 19, 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

February 13, 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
Delaware Bay Drive Pump House Emergency Outfall Extension Project
Construction Phase
D&A File #: LT-C-064**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional construction phase services for the **Delaware Bay Drive Pump House Emergency Outfall Extension Project**.

Construction Phase Cost:	\$9,000.00
• Contract Administration	
• Shop Drawing and Submittal Review	
• Full Time Construction Observation Based on 80 Hours	
Total Professional Service Fee:	\$9,000.00

Upon your authorization, we are prepared to begin work immediately on the Township's **Delaware Bay Drive Pump House Emergency Outfall Extension Project – Construction Phase**.

Should you have any questions or require any additional information, please do not hesitate to contact Will Hanson at our office. Thank you for the opportunity to submit this proposal.

Very truly yours,
DeBlasio & Associates, P.C.



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

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