

Signed Resolutions - October 2, 2023

- Res. #2023-317 Authorization for the payment of vouchers \$858,662.11
- Res. #2023-318 Authorization for the Payout of Accumulated Compensatory Time (M.James \$3,731.73)
- Res. #2023-319 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:487; Chapter 159 (FEMA \$31,610.34)
- Res. #2023-320 Authorization for the Waiver of Permitting Fees for Naval Air Station Wildwood Associated with the Restoration/Replacement Project - Roof B
- Res. #2023-321 Approval for Cape May Hallowed Half Marathon
- Res. #2023-322 Authorization for Refund of Taxes
- Res. #2023-323 Authorization for the Payout of Accumulated Compensatory Time (C.Vasser \$2,690.62)
- Res. #2023-324 Approving Change Order #1 for Trade In Allowance from the Purchase of Two (2) Chevrolet Equinox LS to Gentilini Chevrolet
- Res. #2023-325 A Resolution Awarding a Non-Fair and Open Contract to Power DMS to Renew the Software and Maintenance for Lower Township Police Department (Powerdms \$10,469.19)
- Res. #2023-326 A Resolution Awarding a Non-Fair and Open Contract to ProPhoenix Corporation to Renew the Software and Maintenance for Lower Township Fire Safety (ProPhoenix \$7,489.55)
- Res. #2023-327 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction Website
- Res. #2023-328 Approval for Harpoons on the Bay Oktoberfest, 2023
- Res. #2023-329 Approving a Professional Service Contract with Concord Engineering to Evaluate and Provide a Condition Assessment Report for the HVAC Systems for Millman Community Center, Recreation Center, Township Hall, Construction and Zoning and Public Works Building (\$10,500)
- Res. #2023-330 A Resolution Establishing an Emergency for a Sink Hole on Delaware Bay Drive Across from the Ohio Avenue Pumping Station
- Res. #2023-331 Resolution to Award State Contract Vendor Axon Enterprise, Inc. to Purchase Twenty-One (21) Police Taser 7 (\$84,019.59)
- Res. #2023-332 Resolution Providing for the Combination of Certain Issues and Determining the Form and other details of the offering of \$10,000,000 General Obligation Bond, Series 2023 of the Township of Lower, County of Cape May, State of New Jersey and providing for the sale of such bonds

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First to Last		Rcvd: Y	Held: Y	Aprv: N
Format: Condensed		Bid: Y	State: Y	Other: Y
Vendors: All	Include Non-Budgeted: Y			Exempt: Y
Rcvd Batch Id Range: First to Last				

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00055	LARRY AKINS	23-02378	09/20/23	CONTRACTUAL REIMBURSEMENT M	Open	185.00	0.00		
00085	AMERICAN SWIMMING POOLS*	23-02038	08/10/23	AUGUST MISC. SUPPLIES	Open	29.00	0.00		
00153	ATLANTIC CITY ELECTRIC*	23-02470	09/27/23	SEPT 2023 ELECTRIC	Open	25,542.29	0.00		
00179	AVERY TEITLER*	23-00378	02/09/23	2023 PB Solicitor Salary	Open	625.00	0.00		
		23-02229	08/31/23	PB RESOLUTION VOUCHERS	Open	450.00	0.00		
						1,075.00			
00189	AUSTINS SPORTS CENTER	23-02380	09/21/23	FALL SOCCER SHIRTS - 2023	Open	2,540.80	0.00		
00301	BELMONT AND CRYSTAL SPRINGS*	23-02338	09/14/23	MONTHLY- SEPTEMBER '23	Open	45.42	0.00		
		23-02344	09/14/23	WATER - AUG 2023 - DPS	Open	188.00	0.00		
		23-02348	09/14/23	BOTTLED WATER/DPW	Open	101.18	0.00		
		23-02350	09/14/23	FS water 09.01.23	Open	26.33	0.00		
		23-02397	09/21/23	COURT WATER DELIVERY 8/2023	Open	31.20	0.00		
						392.13			
00323	JOHN BEERS	23-02435	09/26/23	CONTRACTUAL REIMBURSEMENT M	Open	628.98	0.00		
00432	MICHAEL BROGAN	23-02472	09/27/23	CONTRACTUAL REIMBURSEMENT M	Open	278.49	0.00		
00611	COUNTY OF CAPE MAY (FUEL)	23-02424	09/25/23	DIESEL/NO LEAD/DPW 8/1-8/31/23	Open	30,472.91	0.00		
00739	CAPE MAY VETERINARY HOSPITAL	23-01646	06/21/23	Vet Services	Open	12.00	0.00		
		23-02372	09/19/23	Vet Services 8/29/2023	Open	12.00	0.00		
						24.00			
00784	CAPE MAY STAR & WAVE	23-02345	09/14/23	legals - 9/6/23	Open	13.50	0.00		
		23-02386	09/21/23	LEGALS 9/13/2023	Open	343.50	0.00		
						357.00			
00825	COMCAST*	23-02468	09/27/23	INTERNET(ALL) 9/15 -10/14/23	Open	1,381.37	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01125	MARGARET CROMPTON	23-00155	01/12/23	CONTRACTUAL REIMBURSEMENT M	Open	100.00	0.00		B
01170	VERIZON WIRELESS* F/S	23-02284	09/11/23	FS Verizon 07.27 06.26	Open	167.70	0.00		
01201	DELL CORPORATION*	23-02166	08/28/23	DELL MONITOR	Open	181.99	0.00		
01265	BRIAN DONAHUE	23-00024	01/05/23	CONTRACTUAL REIMBURSEMENT M	Open	1,326.90	0.00		
01269	DISCOUNT HYDRAULICS*	23-02428	09/25/23	HYDRAULICS HOSE/DPW	Open	1,161.06	0.00		
01340	EAGLE POINT GUN	23-02363	09/19/23	AMMO	Open	3,813.15	0.00		
01675	GENRON, INC.*	23-02170	08/28/23	INSPECTION -FM-200 FIRE SYSTEM	Open	518.13	0.00		
01703	HARBOR SALES COMPANY*	23-02285	09/11/23	VINYL FILM/DPW	Open	266.56	0.00		
01806	ANTHONY J HARVATT, II, ESQ	23-00420	02/15/23	2023 ZBA Solicitor Salary	Open	625.00	0.00		
01873	HOME DEPOT*	23-00911	04/24/23	SUPPLIES/DPW	Open	304.73	0.00		
01942	INSTITUTE FOR PROF DEVELOP*	23-02412	09/21/23	M VITELLI 10-12-23 PAY TO PLAY	Open	50.00	0.00		
02020	JASPER ENGINE & TRANS.*	23-02398	09/21/23	2010 FORD EXPLORER ENGINE	Open	3,933.00	0.00		
02025	HUNTER JERSEY PETERBILT~	23-01626	06/20/23	PARTS FOR TRUCK/DPW	Open	1,876.65	0.00		
02027	JESCO INC~	23-02362	09/19/23	PARTS FOR BACK HOE/DPW	Open	854.00	0.00		
02140	KINDLE FORD LINC/MERC., INC.*	23-02426	09/25/23	MATEIALS FOR VEHICLES/DPW	Open	592.96	0.00		
02247	LAWSON PRODUCTS, INC.~	23-02101	08/16/23	SUPPLIES FOR DPW GARAGE	Open	699.94	0.00		
02411	MENEAR'S TREE SERVICE*	23-02409	09/21/23	EMERGY TREE WORK/DPW	Open	800.00	0.00		
02441	ERNEST MACOMBER	23-02375	09/20/23	CONTRACTUAL REIMBURSEMENT M	Open	2,609.31	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02538	MARSH & MCLENNAN AGENCY, LLC*	23-00041	01/06/23	RES#23-17 MONTHLY DNE\$43517	Open	3,626.41	0.00		B
02541	ROBERT D. MARTIN, JR	23-02377	09/20/23	CONTRACTUAL REIMBURSEMENT M	Open	111.60	0.00		
02775	BARBARA MOORE	23-02361	09/18/23	CONTRACTUAL REIMBURSEMENT M	Open	830.00	0.00		
03021	NJ MOTOR VEHICLE COMMISSION	23-02352	09/14/23	TITLES	Open	120.00	0.00		PC1
		23-02408	09/21/23	REGISTRATION/TITLE/DPW	Open	60.00	0.00		PC1
						<u>180.00</u>			
03026	NJ STATE HEALTH BENEFITS	23-02463	09/27/23	OCT 2023 HEALTH RETIREE	Open	119,512.18	0.00		
		23-02464	09/27/23	OCT 23 HEALTH ACTIVE	Open	241,778.09	0.00		
						<u>361,290.27</u>			
03072	NJ STATE LEAGUE OF MUNICIPALITY*	23-02346	09/14/23	LEGISLATIVE BULLETIN 23-24	Open	28.00	0.00		
03305	PEDRONI FUEL*	23-02367	09/19/23	NO LEAD GAS/DPW 9/7/23	Open	790.13	0.00		
03387	POGUE INC. *	23-02365	09/19/23	CONTROLLED SUBSTANCE TEST	Open	150.00	0.00		
03518	RIGGINS, INC.*	23-02351	09/14/23	OF HIGHWAY DIESEL/DPW	Open	942.12	0.00		
		23-02400	09/21/23	DIESEL/DPW 9/13/23	Open	1,771.56	0.00		
						<u>2,713.68</u>			
03537	RUTGERS, THE STATE UNIVERSITY*	23-02410	09/21/23	CONTINUING EDUCATION	Open	944.00	0.00		
03611	SERVICE TIRE TRUCK CENTERS	23-01521	06/09/23	TIRES/RDS/SANT/REC/DPW	Open	4,856.10	0.00		
03692	SOUTH JERSEY GAS CO*	23-02469	09/27/23	8/18-9/19/23 NATURAL GAS	Open	1,267.77	0.00		
03899	UPS	23-02279	09/11/23	SHIPPING OF URINE TO STATE LAB	Open	49.68	0.00		PC1
		23-02389	09/21/23	SHIPPING URINE TO STATE LAB	Open	84.98	0.00		PC1
						<u>134.66</u>			
03904	LOWE'S HOME CENTER INC*	23-02155	08/28/23	SUPPLIES FOR BUILDING/DPW	Open	326.70	0.00		
		23-02276	09/07/23	PAINT FOR PICNIC TABLES	Open	398.88	0.00		
		23-02427	09/25/23	SQUEEGEES FOR TENNIS COURTS	Open	122.47	0.00		
						<u>848.05</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03915	TURF EQUIPMENT & SUPPLY CO	23-02366	09/19/23	CLUTCH/DPW	Open	1,008.95	0.00		
03954	VAN NOTE-HARVEY ASSOCIATES*	22-03111	12/16/22	CO 1 TAX MAP RES 2022-290	Open	24,358.50	0.00		B
03985	VILLAS NAPA AUTO PARTS	23-02411	09/21/23	FS NAPA parts	Open	180.49	0.00		
03992	VAL-U AUTO PARTS LLC	23-02235	08/31/23	VARTOUS MECHANIC TOOLS	Open	11,648.83	0.00		
04041	WEIGHTS & MEASURES FUND	23-02364	09/19/23	CERTIFICATION OF TUNING FORKS	Open	400.00	0.00		
04075	BARBER CONSULTING SERVICES LLC	23-02283	09/11/23	FS BCS endpoint protection	Open	489.90	0.00		
		23-02320	09/12/23	COMPUTER SERVICES	Open	488.75	0.00		
						978.65			
04097	CINTAS FIRST AID AND SAFETY*	23-02434	09/25/23	FIRST AID SUPPLIES/DPW	Open	86.30	0.00		
04301	SEASHORE ASPHALT CORPORATION*	23-01959	07/31/23	ASPHALT/DPW	Open	878.08	0.00		B
05064	CAPE ISLAND GRAPHICS	23-01300	05/30/23	CANAL PARK SIGNS	Open	1,280.00	0.00		
		23-02420	09/25/23	THANK YOU BANNERS	Open	165.00	0.00		
						1,445.00			
6059	USABLE LIFE	23-02459	09/27/23	OCT 2023 LIFE INS	Open	943.65	0.00		
6074	CAPE ATLANTIC JUNIOR FOOTBALL	23-02056	08/14/23	2023 OFFICIALS FOR GAMES	Open	3,100.00	0.00		
7098	SHORE VETERINARIAN ANIMAL	23-00182	01/18/23	2023 ANIMAL CONTROL DNE\$60K	Open	5,000.00	0.00		B
7196	LAUREN HUGGINS SUIT*	23-00040	01/06/23	RES#23-09 PUBLIC INFO OFFICER	Open	1,356.67	0.00		B
7327	RUTGERS/OFFICE OF CONTINUING P	23-02250	09/06/23	NJ COMPOST OPERATOR CERTIFICAT	Open	1,020.00	0.00		
		23-02252	09/06/23	CONTINUING NJCCC CREDITS	Open	120.00	0.00		
						1,140.00			
7386	COREY SCHEID	22-00896	04/07/22	EQUIPMENT ALLOWANCE 2022	Open	66.00	0.00		B
7475	SUZANNE M SCHEID	23-02376	09/20/23	CONTRACTUAL REIMBURSEMENT M/V	Open	294.55	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7507	STEFANKIEWICZ & BELASCO LLC*	23-00034	01/06/23	RES#2023-01 MONTHLY DNE\$34K	Open	2,833.33	0.00		B
7618	MEGONIGAL ELECTRIC LLC*	23-02228	08/31/23	ELECTRICAL FOR AC UNIT	Open	2,200.00	0.00		
7636	MOTT MACDONALD LLC*	23-02272	09/06/23	MOTT MACDONALD PB VOUCHERS	Open	289.36	0.00		
7687	ENHANCED WEB SERVICES*	23-02310	09/12/23	SIGNATURE FONT- STEPHANIE	Open	29.95	0.00		
7691	AUDREY DENNY	23-02436	09/26/23	CONTRACTUAL REIMBURSEMENT M	Open	114.00	0.00		
7820	DEBLASIO & ASSOCIATES, P.C*	21-02889	11/17/21	ENGI SERVICES/MILLMAN 2021-353	Open	65.00	0.00		
		22-01121	05/02/22	RES.#2022-140 CO#1 DIAMOND BEA	Open	4,527.50	0.00		
		22-02530	10/25/22	CHG ORD #1 FIRE LANE	Open	1,327.50	0.00		
		22-03181	12/22/22	SURVEY/DSGN RECONS WILDWOOD AV	Open	5,645.00	0.00		B
		23-00404	02/10/23	LIN BLVD RESTROOM RES#2021-82	Open	2,900.00	0.00		B
		23-00784	04/10/23	#2023-137 BEACH ACCESS PATHS	Open	872.50	0.00		B
		23-00787	04/10/23	#2023-140 CARRIAGE, BRIDLE	Open	12,178.63	0.00		
		23-01029	05/05/23	CHANGE ORDER #1 RES#2023-162	Open	8,997.50	0.00		B
		23-01274	05/24/23	RES #23-184 BAY OUTFALL EXT	Open	2,000.00	0.00		B
		23-01585	06/15/23	RES#23-199 ROTARY PARK	Open	3,541.25	0.00		B
		23-02392	09/21/23	PB Board Engineer Vouchers	Open	300.00	0.00		
						42,354.88			
7886	MICHAEL DISTEFANO	23-02417	09/25/23	RETURN OF UNUSED ESCROW	Open	49.20	0.00		
7923	THOMAS SHOUGH	23-02391	09/21/23	TRAINING MEALS	Open	30.00	0.00		
7929	AMAZON CAPITAL SERVICES, INC ~	23-02214	08/30/23	HEAT FOR SHED	Open	98.32	0.00		
		23-02353	09/14/23	OFFICE SUPPLIES	Open	217.53	0.00		
		23-02432	09/25/23	SD CARD READER 9/22/23	Open	9.11	0.00		
						324.96			
8001	KEVIN O'BRIEN	23-02416	09/25/23	TRAINING MEALS	Open	30.00	0.00		
8175	INTEGRITY INTERPRETING LLC *	23-02313	09/12/23	COURT INTERPRETING SERVICES	Open	28.40	0.00		
8465	NATIONAL AUTO FLEET GROUP *	23-02238	08/31/23	DPW F-250 AND F=350 2023	Open	118,615.34	0.00		
8517	STEWART BUSINESS SYSTEMS *	23-02399	09/21/23	POOLED COPIER OVER 1/1-6/30/23	Open	654.85	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8721	BLANEY, DONOHUE, & WEINBERG PC	23-00039	01/06/23	RES#2023-05 PROSECUTOR DNE\$45K	Open	3,750.00	0.00		B
8722	LAW OFFICE OF KARAVAN &	22-00419	02/10/22	MORREL & HANSEN TAX APPEAL	Open	606.25	0.00		B
		23-00038	01/06/23	RES#2023-03 TAX APPEAL DNE\$10K	Open	737.50	0.00		B
						1,343.75			
8726	APEX INSURANCE AGENCY LLC	23-02383	09/21/23	Pacific Outdoor QM-2747 Inv #7	Open	6,260.66	0.00		
8749	SELECT MODULAR HOMES INC	23-02382	09/21/23	RETURN OF UNUSED ESCROW	Open	440.00	0.00		
8818	POWERDMS INC	23-02334	09/14/23	POWER STANDARDS FOR NJSACOP	Open	1,950.00	0.00		
8848	COMFORT NOW LLC	23-02218	08/30/23	REPAIR BOILER/DPW	Open	2,456.00	0.00		
		23-02322	09/12/23	MEETING ROOM #2 - NO AIR	Open	251.00	0.00		
						2,707.00			
8920	EDUARDO SERRA	23-02405	09/21/23	REIMBURSEMENT- FOOTBALL COACH	Open	66.98	0.00		
8931	CAPE REGIONAL URGENT CARE LLC	23-02025	08/09/23	NEW HIRE ACADEMY EXAMS	Open	788.00	0.00		
8936	IAAI INC	23-02312	09/12/23	Belles NJ chapter dues	Open	45.00	0.00		
8973	LEXIPOL LLC	23-02335	09/14/23	ANNUAL ACREDIDATION MAINT	Open	12,150.00	0.00		
8992	CRIME POINT INC	23-01575	06/13/23	ADVANCED SURVEILLANCE SYSTEM	Open	11,174.00	0.00		
9029	JEFFREY THORNTON	23-02039	08/10/23	RETURN APPLICATION FEE	Open	450.00	0.00		
9051	DARREN TAYLOR	23-02337	09/14/23	REIMBURSEMENT- FOOTBALL COACH	Open	76.98	0.00		
9052	N.L. MARTUCCI PROPERTIES	23-02326	09/13/23	Return of Demo Bond	Open	2,500.00	0.00		
9053	ROBERT & NANCY HICKSON	23-02327	09/13/23	RETURN OF DEMO BOND	Open	2,000.00	0.00		
9055	GREG SCHLECHTER	23-02402	09/21/23	REIMBURSEMENT- COACH	Open	76.98	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
9056	KRISTEN GATES	23-02403	09/21/23	REIMBURSEMENT- SOCCER COACH	Open	25.00	0.00		
9057	JAMES SMITH	23-02404	09/21/23	REIMBURSEMENT - SOCCER COACH	Open	51.98	0.00		
9059	JUAN GARCIA PEREZ	23-02419	09/25/23	BLOCK 497.05 LOT 9	Open	1,607.60	0.00		
BLAUE	BLAUER ASSOCIATES INC*	22-02882	11/17/22	2023 SCPF APPLICATION CONSULT	Open	3,600.00	0.00		B
DOUGHERT	GEORGIA DOUGHERTY	23-02471	09/27/23	CONTRACTUAL REIMBURSEMENT M	Open	231.69	0.00		
G-UNITED	UNITED UNIFORM	23-02311	09/12/23	Belles uniform shorts	Open	156.00	0.00		
SEAGE	SEAGEAR MARINE SUPPLY*	23-00099	01/11/23	SUPPLIES FOR RDS/DPW/JAN	Open	143.64	0.00		
		23-01002	05/05/23	SUPPLIES FOR RDS/DPW	Open	178.01	0.00		B
						<u>321.65</u>			
<hr/> Total Purchase Orders: 127 Total P.O. Line Items: 0 Total List Amount: 732,771.93 Total Void Amount: 0.00 <hr/>									

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

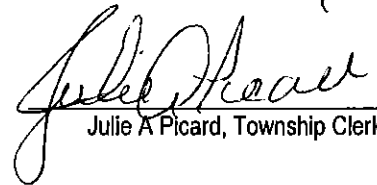
RESOLUTION #2023-317

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
LTMUA	2023 TAX SALE	\$125,890.18
	TOTAL Manual Checks	\$125,890.18
	TOTAL Computer Generated	\$732,771.93
	TOTAL BILL	\$858,662.11

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
COOMBS			X			
ROY			X			
PERRY		X	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 Oct ,02 ,2023.


 Julie A Picard, Township Clerk

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

RESOLUTION # 2023-318

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 Michael James in the amount of 3,731.73 is authorized and chargeable to the 2023 Budget account 3-01-25-240-125.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
COOMBS			X			
ROY			X			
PERRY		X	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 October 2, 2023.


Julie A Picard, Township Clerk

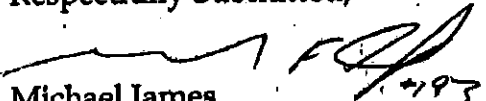
LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Detective First Class Michael James
DATE: September 11, 2023
SUBJECT: Comp. Time Pay Out

I'm submitting this special as a request to cash in 100 hours of earned comp. time.
Thank you for your consideration in this matter.

Respectfully Submitted,


Michael James
Detective Badge # 193

C	File	Officer	Comments
	9/11/2023	DSG. Corey Scheid	TOT Cpt. RYAN
	9/11/2023	Cpt. Ryan	FWA Chief Lewis
	9-14-23	181 (KRE)	SENT TO TOWN HALL

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

RESOLUTION #2023-319

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$31,610.34 for an item of revenue in the budget of the year 2023 as follows:

Miscellaneous Revenues –	
Revenue Offset with Appropriations -	FEMA
Total with increase to be	\$ 31,610.34

SECTION 2.

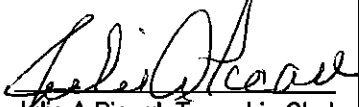
BE IT FURTHER RESOLVED that a like sum of \$31,610.34 be and the same is hereby appropriated under the caption of:

General Appropriations –	
Public & Private Programs Offset by Revenues -	FEMA
State/Federal Share	\$ 31,610.34
Non State Share	\$
Total with increase to be	\$ 31,610.34

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
COOMBS			X			
ROY			X			
PERRY		X	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 October 2, 2023.


Julie A. Picard, Township Clerk

STATE OF NEW JERSEY
Department of the Treasury
New Jersey Comprehensive Financial System
PO BOX 221
Trenton, NJ 08626-0221

Payment Details

9/11/23

Vendor Name:	LOWER TWP TREASURER
Vendor Code:	XXXXX5700(99)
Payment Type:	ACH
Check Number:	2309070567
Payment Date:	Thursday, September 7, 2023
Check Total:	\$31,610.34

Payment Line Details

Trans Code:	UA
Voucher Agency:	LAW AND PUBLIC SAFETY
Voucher Number:	1200DG16758
Payee Reference:	PA4488PW2255-FEMA4488COVID
Line Number:	01
Line Amount:	\$31,610.34
Disbursed Amount:	\$31,610.34

Additional Information

Budget Fiscal Year:	2020
Fund:	100
Agency:	LAW AND PUBLIC SAFETY
Organization:	NEW JERSEY STATE POLICE
Appr Unit:	C50
Object:	6120
Revenue Source:	N/A
Purchase Order #:	N/A
Contract Number:	N/A
CFDA Number:	97.036
CFDA Description:	PUBLIC ASSISTANCE GRANTS



FEMA

September 8, 2023

Lieutenant Colonel Christopher M. DeMaise
Governor's Authorized Representative
Division of State Police
Recovery Bureau
1034 River Road
West Trenton, New Jersey 08628

RE: FEMA-4488-DR-NJ
Multiple Subrecipients
Small Project Closeout

Dear LTC Christopher M. DeMaise,

This letter is in response to the State of New Jersey's (Recipient) August 18, 2023 correspondence confirming that the Subrecipient completed all work for the project worksheets listed below under FEMA-4488-DR-NJ in accordance with FEMA approvals and federal and state laws and regulations. The Recipient certifies that the non-federal share for each project has been paid, as specified in the FEMA-State Agreement, meeting the requirements of Title 44 of the Code of Federal Regulations § 206.205(a).

Please inform the Subrecipients the projects in the table below are closed. The Subrecipients must retain all records that document Public Assistance funds approved under its projects for a minimum of three years from the date the Recipient submits its final expenditure report.¹ The DHS Office of Inspector General has the authority to conduct a federal audit of these projects.² In addition, the Recipient and Subrecipients must conduct non-federal audits.³

Closed Projects
FEMA-4488-DR-NJ

	Subrecipient	PA ID	Grants Portal	Project Worksheet
1.	Arc of Ocean County	029-U9BOH-00	163722	291
2.	Bellmawr Borough	007-04750-00	661105	2007
3.	City Of Orange Township	013-13045-00	709317	2085
4.	Emerson Board of Education	003-U0ZT2-00	705319	1991
5.	Florence Township Board of Education	005-02505-00	155603	443
6.	Hackensack Meridian Health Inc	023-UXAHD-00	706775	2020

¹ 44 C.F.R. § 13.42(b)-(c) for disasters declared *before* December 26, 2014; 2 C.F.R. § 200.333 for disasters declared *after* December 26, 2014.

² 44 C.F.R. § 206.207(c)(2).

³ 44 C.F.R. § 13.26 for disasters declared *before or on* December 26, 2014; 2 C.F.R. § 200.501 for disasters declared *after* December 26, 2014.

Major Christopher M. DeMaise
 Multiple Subrecipients
 Small Project Closeout
 September 8, 2023
 Page 2 of 2

	Subrecipient	PA ID	Grants Portal	Project Worksheet
7.	Hamilton Township Board of Education (Mercer)	021-UJSBJ-00	693212	1975
8.	International Charter School of Trenton	021-UBULV-00	667063	1446
9.	Jackson Township Emergency Medical Services	029-URW0Q-00	333921	1638
10	Jackson Township Emergency Medical Services	029-URW0Q-00	710492	2102
11	Lower Township	009-41610-00	150432	354
12	MORRIS COUNTY VOCATIONAL SCHOOL DISTRICT	027-UR4P9-00	146095	472
13	NJ State Judiciary	000-UQ8NK-00	140568	411
14	NJ State Judiciary	000-UQ8NK-00	138475	498
15	Ramapo College Of New Jersey	000-UYLKI-00	677677	1508
16	Salem County Hospital Corp	033-UOA2N-00	683089	1608
17	St. Joseph's Health	031-U1WA8-00	693849	1783
18	St. Joseph's Health	031-U1WA8-00	693856	1844
19	St. Joseph's Health	031-U1WA8-00	696992	1977
20	Sussex County	037-99037-00	689273	1897
21	Teaneck Volunteer Ambulance Corps	003-U3NGD-00	679317	1521
22	Teaneck Volunteer Ambulance Corps	003-U3NGD-00	689782	1678
23	Twenty One Plus	029-UDU72-00	552354	1017
24	Twenty One Plus	029-UDU72-00	677073	1458
25	Winslow Township Fire District	007-UOOQ4-00	140312	529

Should you have any questions or require further assistance, please contact me at (202) 615-9025 or debra.mcindoe@fema.dhs.gov.

Sincerely,

DEBRA S
 MCINDOE

Digitally signed by
 DEBRA S MCINDOE
 Date: 2023.09.08
 15:02:23 -04'00'

Debra McIndoe
 Group Supervisor
 Region 2 Public Assistance

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

RESOLUTION #2023-320

Title: AUTHORIZATION FOR WAIVER OF PERMITTING FEES FOR NAVAL AIR STATION WILDWOOD ASSOCIATED WITH THE RESTORATION/REPLACEMENT PROJECT - ROOF B

WHEREAS, Naval Air Station Wildwood located in the Cape May County Airport, Lower Township, will be making application to the Township for permits associated with the restoration/replacement project of the second half of the main hangar roof (Roof B); and

WHEREAS, the Naval Air Station Wildwood is a non-profit corporation and has requested the Township waive any and all permit fees associated with the project; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that all permissible Township fees associated with the above project be waived.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A Picard, Township Clerk



**NAVAL AIR STATION WILDWOOD
AVIATION MUSEUM**

500 FORRESTAL ROAD
CAPE MAY, NJ 08204
(609) 886-8787
(609) 886-1942FAX
www.usnrasw.org

September 15, 2023

Township Manager Michael Laffey
Mayor Frank Sippel
Council Members: David Perry, Thomas Conrad,
Kevin Coombs, Roland Roy
2600 Bayshore Road
Villas, NJ 08251

Dear Mr. Laffey,

The Board of Trustees at Naval Air Station Wildwood (NASW) Foundation, which operates the NASW Aviation Museum at the Cape May Airport in Lower Township, respectfully requests a waiver for all permitting fees associated with the restoration/replacement project of the second half of the main hangar roof (Roof B). The project includes vital upgrades to the roof system at historic Hangar #1, which protects archives, and collections at NASW.

NASW Foundation is a 501 (c)3 non-profit organization located in Lower Township. The museum's mission is to restore the all-wooden hangar #1, memorialize the 42 naval aviators who perished at the site, and educate the public. The restoration of roofing systems is listed in the museum's original preservation plan. As you know, Hangar #1 has become an integral part of our community and is often used by local organizations at no cost. Examples these functions include Lower Township's Chamber of Commerce Business Expo, Police Camp and Project LEAD, Cape May County Veteran's Day Ceremony, LCMR class graduations, 9/11 Ceremony, Christmas at the Hangar and NJ Run for the Fallen.

This project is being funded by NASW's own funds and Cape May County Open Space Historic Preservation and NJ Historic Trust grant funds. With the 40% required "match" from the Open Space grant and the loss of income due to Covid-19 closures, the waiving of these fees will be most beneficial to the museum. Due to the sheer size of the roof and rising material costs, the project is being divided into two phases. Roof A (north half/complete) and Roof B (south half). These upgrades will ensure that our community and museum guests can continue to enjoy the aviation museum. Feel free to contact us to discuss this request, or let us know if we can provide further information.

Very respectfully,

Joseph E. Salvatore, MD
Chairman, NASW Foundation

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

RESOLUTION #2023-321

Title: APPROVAL FOR CAPE MAY HALLOWED HALF MARATHON

WHEREAS, an application has been received from Cape May Running, LLC for the Cape May Hallowed Half Marathon to be held October 15, 2023; and

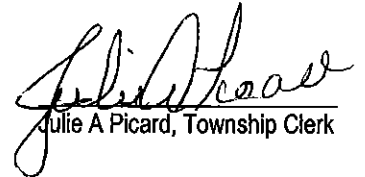
WHEREAS, the applicant has provided all the required paperwork, including indemnification and insurance certificates; and

WHEREAS, the Lower Township Police Department has been advised of this event.

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 above stated event to take place.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A. Picard, Township Clerk

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

RESOLUTION #2023-322

Title: AUTHORIZATION FOR REFUND OF TAXES

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

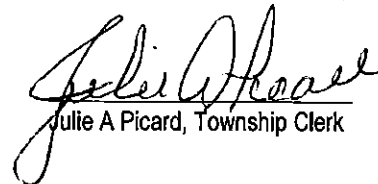
WHEREAS, a refund is due.

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>
497.05	9	Juan Garcia Perez 602 Shunpike Road	Mortgage Co Responsible	\$ 1,607.60
18	22	Barry Thomas, Sr. 7 W Florida Ave	Exempt Veteran/ Vet Ded	\$ 462.27
503.01	4.01	Milton Wilson 754 Academy Rd	Exempt Vet / Vet Ded	\$ 982.55
334.12	6	John Temple 320 Arizona Ave	Exempt Veteran	\$ 402.08
752.01	8.1	Peter Newell McBurney 1027 Shupike	Exempt Veteran	\$ 493.94

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A Picard, Township Clerk

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

RESOLUTION # 2023-323

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

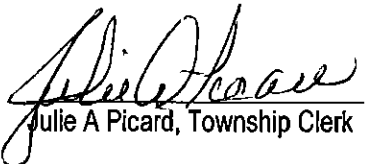
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance, and

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 Governing Body of the Township of Lower that payment to Christopher Vasser, Jr. in the amount of 2,690.62 is authorized and chargeable to the 2023 Budget account 3-01-25-240-123.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
COOMBS			X			
ROY			X			
PERRY		X	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 October 2, 2023.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT


SPECIAL REPORT

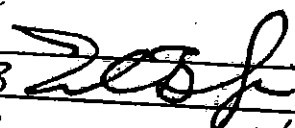
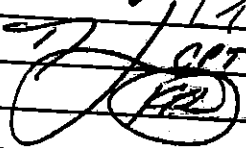
TO: Chief Kevin Lewis
FROM: Ptlm. Christopher Vassar Jr. #217
DATE: September 16, 2023
SUBJECT: Comp Time Buyout

Chief Lewis,

I am asking to submit this letter to payroll requesting a buyout of 110 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,

 #217
Christopher Vassar Jr.
Patrolman Badge 217

C	File	Date	Officer	Comments
		09/16/23	 #175	Forwarded to Lt. Ambrose
		9/18/23	111 / 190	Fwd: Capt Vassar
		9/18/23	CPT #174	FWD CAPT VASSAR
		9-18-23	 #101	SENT TO TOWNSHIP

*
4502 x
11 =
2023 *+

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

RESOLUTION # 2023-324

Title: APPROVING CHANGE ORDER #1 FOR TRADE IN ALLOWANCE FROM THE PURCHASE OF TWO (2) CHEVROLET EQUINOX LS TO GENTILINI CHEVROLET

WHEREAS, Gentilini Chevrolet was awarded on August 7, 2023 by Resolution #2023-274 for the award of (2) Two 2023 Chevrolet Equinox LS AWD for \$59,998.00; and

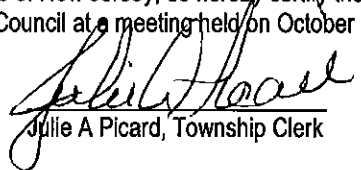
WHEREAS, Gentilini Chevrolet is accepting (1) One 2018 Ford Explorer, Fixed Asset #4720 as a trade in for the amount of \$300.00; and

WHEREAS, the Township Council desires to approve Change Order #1 in a reduction of \$300.00 and removing Fixed Asset #4720 from the Township Fixed Asset Listing.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 in the contract reduction of \$300.00 is hereby approved for a contract total of \$59,698.00.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A. Picard, Township Clerk

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

RESOLUTION #2023-325

Title: A RESOLUTION AWARDING A NON-FAIR AND OPEN CONTRACT TO POWER DMS TO RENEW THE SOFTWARE AND MAINTENANCE FOR LOWER TOWNSHIP POLICE DEPARTMENT

WHEREAS, there exists a need for Lower Township Police Department to renew the Software and Maintenance Service with Power DMS which provides software for PowerStandards for NJSACOP Law Enforcement Accreditation, PowerPolicy for Policy and Compliance Management, PowerTime for Staff Scheduling; and

WHEREAS, services such as support and/or maintenance of proprietary hardware and software may be exempt from public bidding as per the New Jersey Local Public Contract Law under Exceptions Section 40A:11-5(dd); and

WHEREAS the award of the contracts to PowerDMS is being made pursuant to N.J.S.A. 19:44A-20.5 and PowerDMS has provided current Non-Fair and Open Certifications are filed with the Township; and

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

Appropriation: 3-01-25-240-276

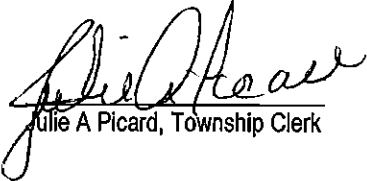
Signature: Lauren Read
Lauren Read, CFO

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

AWARD: POWERDMS
TOTAL \$10,469.19

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A Picard, Township Clerk

Contract Records		Order Details	
Account Number:	A-3221	Order #:	Q-190991
Customer:	Lower Township Police Department (NJ)	Valid Until:	11/14/2023
Employee Count:	52		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Lower Township Police Department (NJ) Karen Wolf	Shipping Contact:	Lower Township Police Department (NJ) Karen Wolf
Billing Address:	Accounts Payable 405 Breakwater Road Erma, NJ 08204	Shipping Address:	405 Breakwater Road Erma, NJ 08204
Billing Contact Email:	wolf@lowertownshippolice.com	Shipping Contact Email:	wolf@lowertownshippolice.com
Billing Phone:	Ext 109	Shipping Phone:	Ext 109

Payment Terms	
Payment Term:	Net 60
Notes:	3 Yr Paid Up Front option
PO Number:	
Subscription Service	

Item	Type	Start Date	End Date	Qty	Total (USD)
NJSACOP LE Accreditation Manual	Recurring	11/14/2023	11/13/2026	1	\$0.00
View Standards Manual electronically.					
PowerStandards for NJSACOP (New Jersey) Law Enforcement Accreditation >51 employees	Recurring	11/14/2023	11/13/2026	1	\$1,950.00
Attach proofs to show compliance with the NJSACOP Law Enforcement Accreditation Program. View Manual/assign assessment tasks to coworkers/track revisions made to standards manuals and attachment proofs/status-based grading.					
TOTAL:					\$1,950.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Contract Details **Order Details**

Account Number: A-3221 Customer: Lower Township Police Department (NJ) Sales Rep: Salesforce Administrator	Order #: Q-147593 Order Date: 12/18/2022 Valid Until: 12/18/2022 Subscription Start Date: 12/18/2022 Subscription Term (months): 48
---	--

Customer Contact

Billing Contact: Lower Township Police Department (NJ) Karen Wolf Address: Accounts Payable 405 Breakwater Road Erma, NJ 08204	Billing Contact Email: wolf@lowertownshippolice.com Phone: 609-886-1619 x 109 Fax:
--	---

Payment Terms

Payment Term: Net 60 **Notes:** Updated product codes - 70-79 user tier with 4 year budgetary plan

Subscription Service

YEAR-1

Item	Type	Start Date	End Date	Qty	Total
PowerPolicy Professional Subscription	Recurring	12/18/2022	12/17/2023	79	\$4,463.35
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/18/2022	12/17/2023	79	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-1 TOTAL:					\$4,463.35

YEAR-2

Item	Type	Start Date	End Date	Qty	Total
PowerPolicy Professional Subscription	Recurring	12/18/2023	12/17/2024	79	\$5,054.49
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/18/2023	12/17/2024	79	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-2 TOTAL:					\$5,054.49

YEAR-3

Item	Type	Start Date	End Date	Qty	Total
PowerPolicy Professional Subscription	Recurring	12/18/2024	12/17/2025	79	\$5,801.49

Item	Type	Start Date	End Date	Qty	Total
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/18/2024	12/17/2025	79	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-3 TOTAL:					\$5,801.49

YEAR-4

Item	Type	Start Date	End Date	Qty	Total
PowerPolicy Professional Subscription	Recurring	12/18/2025	12/17/2026	79	\$6,715.85
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.					
Legacy Training Included	Recurring	12/18/2025	12/17/2026	79	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.					
YEAR-4 TOTAL:					\$6,715.85

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are due upon the invoice due date. The fees labeled "Year 1 Total" shall be invoiced in advance of the renewal date, and if the Subscription Term is for a period longer than one year, the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

BUDGETARY QUOTE



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90248

NEOGOV

Accepted and Agreed By Authorized Representative of:
Lower Township Police Department (NJ)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

Contract Details **Order Details**

Account Number: A-3221
Customer: Lower Township Police Department (NJ)
Sales Rep: Salesforce Administrator

Order #: Q-191065
Order Date: 12/1/2023
Valid Until: 12/1/2023
Subscription Start Date: 12/1/2023
Subscription Term (months): 12

Customer Contact

Billing Contact: Lower Township Police Department (NJ)
 Karen Wolf
Address: Accounts Payable
 405 Breakwater Road
 Erma, NJ 08204

Billing Contact Email: wolf@lowertownshippolice.com
Phone: 609-886-1619 x 109
Fax:

Payment Terms

Payment Term: Net 60 **Notes:** Updated product codes - PlanIt to PowerTIME

PO Number:

Subscription Service

Item	Type	Start Date	End Date	Qty	Total
PowerTime Subscription	Recurring	12/1/2023	11/30/2024	1	\$3,180.00
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board.					
PlanIt Mobile to Mobile	Recurring	12/1/2023	11/30/2024	2,190	\$284.70
Annual subscription for SMS Text Messages available each month for use in the communication features of PowerTime (PlanIt Mobile to Mobile)					
TOTAL:					\$3,464.70

BUDGETARY SOURCE

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

RESOLUTION #2023-326

Title: A RESOLUTION AWARDING A NON-FAIR AND OPEN CONTRACT TO PROPHOENIX CORPORATION TO RENEW THE SOFTWARE AND MAINTENCE FOR LOWER TOWNSHIP FIRE SAFETY

WHEREAS, there exists a need for Lower Township Fire Safety to renew the Software and Maintenance with ProPhoenix Corporation Software for Inspections; and

WHEREAS, services such as support and/or maintenance of proprietary hardware and software may be exempt from public bidding as per the New Jersey Local Public Contract Law under Exceptions Section 40A:11-5(dd); and

WHEREAS the award of the contract to ProPhoenix is being made pursuant to N.J.S.A. 19:44A-20.5 and ProPhoenix has provided current Non-Fair and Open Certifications are filed with the Township; and

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

Appropriation: 3-01-25-265-201

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, the Township hereby is awarded:

AWARD: PROPHOENIX CORPORATION
TOTAL \$7,489.55

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT. Rows include names: CONRAD, COOMBS, ROY, PERRY, SIPPEL with handwritten marks.

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 October 1, 2023.

Handwritten signature of Julie A. Picard, Township Clerk.

Lower Township
 2600 Bayshore Road
 Villas, NJ 08251
 TEL (609)886-2005 FAX (609)886-9488

REQUISITION	
NO.	R3-01824

SHIP TO	BUREAU OF FIRE SAFETY TOWNSHIP OF LOWER 407 BREAKWATER ROAD RIO GRANDE, NJ 08242
VENDOR	VENDOR #: 8421 PROPHOENIX CORPORATION * 502 PLEASANT VALLEY AVE SUITE 1 MOORESTOWN, NJ 08057-4701

ORDER DATE: 09/18/23
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Fire Safety insp software 2024	3-01-25-265-201	7,489.5500	7,489.55
			TOTAL	7,489.55

Donald Bradley
 REQUESTING DEPARTMENT

9/18/23
 DATE

Invoice

ProPhoenix Corporation
 502 Pleasant Valley Ave, Ste 1
 Moorestown, NJ 08057
 Phone # 609-953-6850
 Web: www.prophoenix.com

Bill To
Lower Township Fire Prevention 2800 Bayshore Road Erma NJ, 08204 Attn: Donna Blackley Email: itbfs@comcast.net

Date	Invoice #	Invoice Amount
9/18/2023	2023444	\$7,469.55
P.O. No.	Terms	Due Date
	Due date	12/10/2023

Item	Description	Qty	Rate	Amount
PNX-ASM	Phoenix Annual Maintenance and Support - Inspections On Cloud	1	7,054.80	7,054.80
PNX-ASM	Phoenix Annual Maintenance and Support - Required Security Firewall from AZURE Cloud Maintenance Period: 12/10/2023 - 12/09/2024	1	414.75	414.75

			Total	\$7,469.55
	20-5731095			

Please make checks payable to "ProPhoenix".
 For Billing inquiries, please contact Alexis Cloran (alexys.cloran@prophoenix.com) or Paul Hoppe (paul.hoppe@prophoenix.com). It's been a pleasure working with you!

Payments/Credits	\$0.00
Balance Due	\$7,469.55

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

RESOLUTION #2023-327

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	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A. Picard, Township Clerk

9/22/2023

GOV DEALS RES 2023-

LOCATION	DESCRIPTION /DISPOSAL	FA#
POLICE	HSM PAPER SHREDDER	3875

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

RESOLUTION #2023-328

Title: APPROVAL FOR HARPOONS ON THE BAY OKTOBERFEST, 2023

WHEREAS, an application has been received from Harpoons on the Bay for the Oktoberfest, 2023 to be held October 14, 2023; and

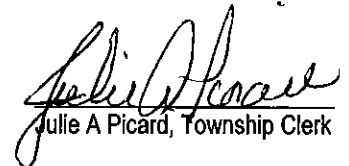
WHEREAS, the applicant has provided all the required paperwork, including indemnification and insurance certificates; and

WHEREAS, the Lower Township Police Department has been advised of this event.

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 above stated event to take place.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A. Picard, Township Clerk

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

RESOLUTION #2023-329

Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH CONCORD ENGINEERING TO EVALUATE AND PROVIDE A CONDITION ASSESSMENT REPORT FOR THE HVAC SYSTEMS FOR MILLMAN COMMUNITY CENTER, RECREATION CENTER, TOWNSHIP HALL, CONSTRUCTION AND ZONING AND PUBLIC WORKS BUILDINGS

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, Concord Engineering provided a proposal to provide a Mechanical, Electrical and Plumbing (MEP) Systems consulting engineering services for a Condition Assessment Report of the Existing major HVAC systems for the Millman Community Center, Recreation Center, Township Hall, Construction and Zoning and the Public Works Department for a fee of \$10,500.00; 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 #18-07 C-04-55-422-910

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:


AWARD TO: Concord Engineering and the Township of Lower, in the form attached hereto as EXHIBIT A,

TOTAL: \$10,500.00

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				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023..


Julie A Picard, Township Clerk

September 27, 2023

Gary Douglass
Public Works Superintendent
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
gdouglass@townshipoflower.org

Re: Lower Township
HVAC System Assessment
Multiple Buildings
Proposal No. 8P23487

Dear Gary,

Thank you for this opportunity to submit our proposal for professional engineering services for the referenced project. We will provide Mechanical, Electrical and Plumbing (MEP) systems' consulting engineering services to provide a condition assessment report of the existing major HVAC systems at the following facilities:

Facility	Address	Area sq-ft.
Millman Community Center	201 Bayshore Road Villas, NJ 08251	6,000
Recreation Center	2600 Bayshore Road Villas, NJ 08251	21,000
Township Hall	2600 Bayshore Road Villas, NJ 08251	13,500
Construction and Zoning	2600 Bayshore Road Villas, NJ 08251	4,600
Public Works	771 Seashore Road Cape May, NJ 08251	1,200

CORPORATE OFFICE
520 S. Burnt Mill Road
Voorhees, NJ 08043
856.427.0200

PHILADELPHIA OFFICE
3020 Market St., #103
Philadelphia, PA 19104
215.387.1011

ATLANTIC CITY OFFICE
2311 Atlantic Avenue
Atlantic City, NJ 08401
609.246.7255

PRINCETON OFFICE
100 Overlook Ctr., 2nd Flr.
Princeton, NJ 08540
609.375.2253

SCOPE OF WORK

Concord Engineering Group, Inc., will provide the following engineering services for this project:

- 1) Kick-off meeting with Township to discuss current issues, and areas of interest for system improvements. (Conference Call Prior to Field Survey)
- 2) Field survey of existing conditions and review of existing documentation on file.
- 3) Review of any existing available MEP Drawings.
- 4) Prepare Summary Report of the Facility including the following:
 - a. Existing facility HVAC system description, including estimate of remaining useful service life.
 - b. Provide descriptive recommendations for improvements to systems including refurbishment, replacement in kind, and/or entirely new.
 - c. Provide cost estimate for each alternative.
- 5) Conduct exit meeting with owner to review report recommendations and discuss next steps.

PROPOSAL ASSUMPTIONS / EXCLUSIONS

We have made the following assumptions/exceptions in the preparation of this proposal:

1. Report and evaluations will be based on visual inspections of existing systems, which are accessible and visible without any demolition or modifications to existing conditions.
2. Meetings, if required, to be conducted during normal business hours, Monday through Friday, dates and times to be coordinated with Owner.
3. The following services are not included in this proposal:
 - o MEP design documents.
 - o Environmental Engineering services. (i.e., identification of, and/or removal of hazardous materials.)
 - o Commissioning services.
 - o Civil / Site related engineering services, including site lighting, site surveys, soil erosion, storm water design, grading etc.
 - o Structural Engineering design services.
 - o Architectural design relates services.
 - o Acoustical Design and Engineering services.
 - o Testing, adjusting or balancing of MEP systems.
 - o Guaranteed construction costs.
 - o Any work related to areas beyond what is described above.

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856.427.0200

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609.375.2253

Should additional services be required or requested, we propose that our fees be adjusted accordingly and by mutual agreement. We would expect to be authorized to proceed with such additional services with our compensation computed on an hourly basis in accordance with the enclosed "2023 Hourly Billing Rate Schedule".

FEES

- A. The services described in this proposal will be performed for a lump sum fee of \$10,500.
- B. Reimbursable expenses such as long-distance travel, lodging, document reproduction and express mailing, if required, shall be invoiced at our direct cost.

We hope this proposal provides you with the information you need, and we are looking forward to proceeding with services described herein.

We ask that you kindly acknowledge your written acceptance by signing below, where indicated, retaining one (1) copy and returning one (1) copy to our office.

Sincerely,
Concord Engineering Group, Inc.



Kevin C. Blankenbuehler
Energy & Engineering Project Manager

Accepted by:

Date:

F:\07- Proposals Contracts\2023\8 Dept Commercial - Hospitality\8P23487.00 - Lower Township HVAC Evaluation\8P23487 - Lower Township HVAC Evaluation.docx

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www.concord-engineering.com



**CONCORD ENGINEERING
2023 FIXED FEE RATE SHEET**

Services

Rates

1. Engineering/Design Services

a) Principal	\$315.00/hr
b) Director/Chief Engineer	\$225.00/hr
c) Senior Project Engineer/Manager	\$184.00/hr
d) Senior Engineer	\$171.00/hr
e) Engineer II	\$148.00/hr
f) Engineer I	\$112.00/hr
g) Associate Engineer	\$85.00/hr
h) Senior Designer	\$135.00/hr
i) Designer	\$103.00/hr
j) CAD/Revit Operator	\$72.00/hr
k) Administrative Assistant	\$54.00/hr

2. Commissioning & Construction Management Services

a) Project Manager	\$203.00/hr
b) Senior Field Technician	\$168.00/hr
c) Field Technician II	\$135.00/hr
d) Field Technician I	\$120.00/hr

3. Energy Advisory and Procurement Consulting Services

a) Principal/Vice President	\$250.00/hr*
b) Senior Associate	\$205.00/hr*
c) Associate	\$160.00/hr*
d) Junior Analyst	\$ 95.00/hr*

4. Reimbursable Costs:

- a) Overnight, Express Mail, and Courier Services: 1.1 multiplier based on actual cost.
- b) Mileage, Tolls, Parking, Cab, Train, etc. and associated meals when out of office during meal hours: 1.1 multiplier on actual costs.

*Client has the option of converting the Hourly Fee into a \$/kWh or \$/therm fee which can be included in the 3rd party supplier contract for a "No Cost Solution" to Client.

Note: Rates for Categories 1-3 above are all-inclusive rates. No additional charges will occur for computers, telephone calls, internal printing costs, etc. for associated services provided. These rates are firm through the December 2023 billing period. Effective with the January 2024 billing period, rates are subject to adjust by Concord. Rev 12/2022

CONCORD ENGINEERING GROUP, INC.

GENERAL CONDITIONS OF SERVICE

The terms and conditions which govern the performance of services pursuant to this Proposal/Contract are set forth below.

RETAINER. The Client shall make an initial retainer payment of 0% upon execution of this Agreement. Concord Engineering will hold and apply this retainer against the final outstanding invoice.

REIMBURSABLE EXPENSES. Client shall pay Concord Engineering for reimbursable expenses, including printing and reproduction, courier and express delivery service, bulk/special mailings, specialized equipment and laboratory charges, mileage, and other costs of acquiring materials specifically for Client and related charges as per the attached rate sheet. The reimbursable expenses will be added to each monthly invoice.

INVOICES. Concord Engineering shall submit invoices monthly and payment in full is due upon presentation. Time shall be billed at a minimum increment of 0.25 hour. An account will be considered PAST DUE if the invoice is not paid in full within thirty (30) calendar days of the invoice date.

INTEREST. If payment in full is not received by Concord Engineering within thirty (30) calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) per month of the PAST DUE amount. Payment after that shall first be applied to accrued interest and then to the unpaid principal.

OVERTIME SERVICES. For professional services billed on an hourly basis, with client approval, Concord Engineering shall bill all overtime services performed by hourly wage earners (non-exempt employees) at one and one-half (1½) times the standard hourly rate.

COLLECTION COSTS. In the event legal action is necessary to enforce the payment provisions of this Proposal/Contract, Concord Engineering shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by Concord Engineering in connection therewith.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Contract, or in breach of any other Agreement between Client and Concord Engineering, then Concord Engineering may suspend performance of services at any time after providing notice to Client. Concord Engineering shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

FEE DURATION. This Agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services.

The hourly rates charged for Concord Engineering services are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Concord Engineering and consistent with Concord Engineering's overall compensation practices and procedures.

Where Lump Sum Contractors are signed, and the services provided by Concord Engineering extends beyond the mutually agreed to date of the execution of this Proposal/Contract, the quoted prices shall be subject to an increase in accordance with the Cost of Living Index, using the date of the Proposal/Contract as a base. In the event that a Lump Sum Contract item is partially completed at such time that the lump sum price is to be adjusted, the balance of the lump sum fee still to be billed as of the anniversary date shall be increased based on the Cost of Living Index as indicated above.

SCOPE OF SERVICES. A description of the services to be provided by Concord Engineering are set forth in the attached Proposal/Contract. If additional work becomes necessary during the course of the project, Concord Engineering can perform such Additional Services in accordance with a written Agreement or Change Order between the Client and Concord Engineering setting forth the additional services and fees.

INDEMNIFICATION. Concord Engineering agrees subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by Concord Engineering's negligent acts, errors, or omissions in the performance of professional services under this Proposal/Contract. The Client agrees to indemnify and hold Concord Engineering harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Concord Engineering is not obligated to indemnify the Client for the Client's own negligence.

LIMITATION OF LIABILITY. Client and Concord Engineering recognize and agree that Concord Engineering's liability for any and all claims or actions, regardless of how arising, shall be limited to the total sum of \$25,000.00, or Concord Engineering's total fee for services rendered on this project, whichever is less. Client hereby releases Concord Engineering from any liability above such amount. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty. In no event shall Concord Engineering be liable for any incidental, indirect or consequential damages, including commercial loss, or lost profits resulting from any Service furnished under this agreement.

OWNERSHIP AND REUSE OF DOCUMENTS. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Concord Engineering pursuant to this Proposal/Contract ("Documents") are and remain the property of Concord Engineering as instruments of service with respect to this Agreement. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse of the Documents without the written approval by Concord Engineering will be at the Client's sole risk and without liability or legal exposure to Concord Engineering. The Client shall indemnify, defend and hold harmless Concord Engineering from and against any claims, damages or losses including attorneys' fees and costs, arising out of or resulting therefrom.

Concord Engineering grants to the Client and only the Client a non-exclusive, non-assignable and non-transferable license to reproduce, distribute and display the Documents, to the extent necessary for the Client to undertake construction and/or perform other acts that are all collectively required to construct the project. Concord Engineering shall retain all common law, statutory and other reserved rights to the Documents, including the copyright thereto. Both the Client and Concord Engineering agree that none of the services or Documents provided by Concord Engineering are "work made for hire" as defined in the Copyright Act.

GOVERNING LAW. The laws of the State of New Jersey will govern the validity of this Proposal/Contract, its interpretation and performance. Any litigation arising in any way from this Proposal/Contract shall be brought in the Courts of New Jersey.

ENTIRE AGREEMENT. This Contract (consisting of [1] Proposal/Scope of Services and [2] General Conditions of Service) comprises the final and complete agreement between the Client and Concord Engineering. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Contract shall not be binding unless made in writing and signed by both the Client and Concord Engineering.

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

RESOLUTION #2023-330

Title: **A RESOLUTION ESTABLISHING AN EMERGENCY FOR A SINK HOLE ON DELAWARE BAY DRIVE ACROSS FROM THE OHIO AVENUE PUMPING STATION**

WHEREAS, as per N.J.S.A.40A:11-6 Emergency Contracts, any contract may be negotiated or awarded for a contracting unit without public advertising for bids when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

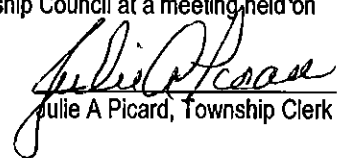
WHEREAS, Public Works Superintendent reported that an emergency occurred in the Township of Lower on September 7, 2023 when a huge sink hole was identified on Delaware Bay Drive across from Ohio Avenue Pump Station in the Villas Section of the Township. Perna Finnegan responded immediately and secured the roadway with plate steel until they could investigate the cause and provide a repair and/or replacement. The pipe is approximately 15 feet underground and is beyond the Public Works capabilities to repair and would affect the health, safety and welfare of Lower Township residents traveling in the area; and

WHEREAS, the Lower Township Council deems it necessary to make emergency repairs to the damaged main drainage pipe and provide restoration measures to protect public safety from further destruction of the roadway.

NOW, THEREFORE, BE IT RESOLVED that effective immediately, the Township Council of the Township of Lower, County of Cape May, State of New Jersey hereby establishes an emergency in the Township of Lower and authorizes Gary Douglass, CPWM to take any necessary steps to resolve the situation.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


Julie A. Picard, Township Clerk

From: [gdouglass](#)
To: [mvitelli](#)
Subject: Emergency repair --Pipe Collapse Delaware Bay Drive
Date: Wednesday, September 27, 2023 9:49:53 AM

Margaret,

On 9/7/2023 DPW were notified by Lower Township PD dispatch about a huge sink hole on Delaware Bay Drive across from the Ohio Ave Pump House.

Upon checking the situation on site I needed to call a contractor that could immediately respond which was Perna Finnegan. That company secured the roadway with plate steel until they can get back to dig down and investigate the cause and repair/replacement.

The pipe is approximately 15 feet in the ground and is beyond our capabilities at DPW. I do not have an estimate of cost at this time.

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

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

RESOLUTION # 2023-331

Title: RESOLUTION TO AWARD STATE CONTRACT VENDOR AXON ENTERPRISE, INC. TO PURCHASE TWENTY-ONE (21) POLICE TASER 7

WHEREAS, the Township of Lower, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury Contract T0106 Law Enforcement Firearms Equipment and Supplies; and

WHEREAS, the Township of Lower intends to award State Contract Vendor #17-FLEET-00738 Axon Enterprise Inc. for the purchase of (21) Twenty-One Police Taser 7 Units through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

WHEREAS, the CFO has determined sufficient funds will be available in the budget as follows:

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

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT FURTHER 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: AXON ENTERPRISE, INC.
AMOUNT: \$84,019.59

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.

Julie A. Picard
Julie A Picard, Township Clerk



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-512594-45195.737CV

Issued: 09/26/2023

Quote Expiration: 10/16/2023

Estimated Contract Start Date: 11/01/2023

Account Number: 458068

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Lower Township Police Dept. - NJ 405 BREAKWATER RD CAPE MAY, NJ 08204 4502 USA	Lower Township Police Dept. - NJ 2600 Bayshore Rd Villas NJ 08251-1300 USA Email:	Casey Vogl Phone: 585-410-5640 Email: cvogl@axon.com Fax: 480-502-6202	Donald Vanaman Phone: 6098861619 Email: vanaman@lowertownshippolice.com Fax: (609) 8896664

Quote Summary

Discount Summary

Program Length	60 Months
TOTAL COST	\$83,050.05
ESTIMATED TOTAL W/ TAX	\$83,050.05

Average Savings Per Year	\$3,160.09
TOTAL SAVINGS	\$15,800.46

Payment Summary

Date	Subtotal	Tax	Total
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Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$83,050.05	\$0.00	\$83,050.05
Total	\$83,050.05	\$0.00	\$83,050.05

Quote List Price:
Quote Subtotal:

\$98,850.51
\$83,050.05

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
TASER 7 Certification Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$11.32	\$10.41	\$10.41	\$0.00	\$10.41
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	\$43.90	\$40.35	\$40.35	\$0.00	\$40.35
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	\$85.55	\$78.64	\$78.64	\$0.00	\$78.64
80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	\$171.05	\$157.24	\$157.24	\$0.00	\$157.24
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		2	\$91.25	\$83.88	\$167.76	\$0.00	\$167.76
20248	TASER 7 EVIDENCE.COM LICENSE	60m	1	\$300.00	\$275.77	\$275.77	\$0.00	\$275.77
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		21	\$51.95	\$47.75	\$1,002.75	\$0.00	\$1,002.75
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		21	\$51.95	\$47.75	\$1,002.75	\$0.00	\$1,002.75
74200	TASER 6-BAY DOCK AND CORE		1	\$1,624.35	\$1,493.18	\$1,493.18	\$0.00	\$1,493.18
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		42	\$40.25	\$37.00	\$1,554.00	\$0.00	\$1,554.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		19	\$91.25	\$83.88	\$1,593.72	\$0.00	\$1,593.72
20018	TASER BATTERY PACK, TACTICAL		25	\$98.10	\$90.18	\$2,254.50	\$0.00	\$2,254.50
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		63	\$40.25	\$37.00	\$2,331.00	\$0.00	\$2,331.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		63	\$40.25	\$37.00	\$2,331.00	\$0.00	\$2,331.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	60m	21	\$154.80	\$142.30	\$2,988.30	\$0.00	\$2,988.30
20248	TASER 7 EVIDENCE.COM LICENSE	60m	21	\$300.00	\$275.77	\$5,791.17	\$0.00	\$5,791.17
20008	TASER 7 HANDLE, YLW. HIGH VISIBILITY (GREEN LASER), CLASS 3R		21	\$1,960.00	\$1,420.44	\$29,829.24	\$0.00	\$29,829.24
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	49m	1	\$349.37	\$321.16	\$321.16	\$0.00	\$321.16
80374	EXT WARRANTY, TASER 7 BATTERY PACK	49m	25	\$23.52	\$21.62	\$540.50	\$0.00	\$540.50
80395	EXT WARRANTY, TASER 7 HANDLE	49m	21	\$349.37	\$321.16	\$6,744.36	\$0.00	\$6,744.36
Individual Items								
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	\$855.25	\$855.25	\$855.25	\$0.00	\$855.25
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		3	\$495.00	\$495.00	\$1,485.00	\$0.00	\$1,485.00
Total						\$83,050.05	\$0.00	\$83,050.05

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	10/01/2023
TASER 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	25	10/01/2023
TASER 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	19	10/01/2023
TASER 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	2	10/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	10/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	10/01/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2023
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	10/01/2023
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	10/01/2023
TASER 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	10/01/2023
TASER 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	10/01/2023
TASER 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2023
TASER 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2023
TASER 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	10/01/2023
TASER 7 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2023
TASER 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2023
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	10/01/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2024
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2024
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2025
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2025
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	10/01/2025
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	10/01/2025
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2026
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/01/2027
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	21	11/01/2023	10/31/2028
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	21
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	10/01/2024	10/31/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	21	10/01/2024	10/31/2028
TASER 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2024	10/31/2028

Payment Details

Nov 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	0	\$0.00	\$0.00	\$0.00
Year 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	\$29,829.24	\$0.00	\$29,829.24
Year 1	20018	TASER BATTERY PACK, TACTICAL	25	\$2,254.50	\$0.00	\$2,254.50
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$855.25	\$0.00	\$855.25
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	\$1,485.00	\$0.00	\$1,485.00
Year 1	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	19	\$1,593.72	\$0.00	\$1,593.72
Year 1	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	2	\$167.76	\$0.00	\$167.76
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	21	\$2,988.30	\$0.00	\$2,988.30
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$275.77	\$0.00	\$275.77
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	21	\$5,791.17	\$0.00	\$5,791.17
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	\$2,331.00	\$0.00	\$2,331.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	\$2,331.00	\$0.00	\$2,331.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	\$1,554.00	\$0.00	\$1,554.00
Year 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	\$1,002.75	\$0.00	\$1,002.75
Year 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	\$1,002.75	\$0.00	\$1,002.75
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$40.35	\$0.00	\$40.35
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.41	\$0.00	\$10.41
Year 1	74200	TASER 6-BAY DOCK AND CORE	1	\$1,493.18	\$0.00	\$1,493.18
Year 1	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$157.24	\$0.00	\$157.24
Year 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$78.64	\$0.00	\$78.64
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	\$540.50	\$0.00	\$540.50
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	0	\$0.00	\$0.00	\$0.00
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	21	\$6,744.36	\$0.00	\$6,744.36
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$321.16	\$0.00	\$321.16
Total				\$83,050.05	\$0.00	\$83,050.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New Jersey T0106/17-FLEET-00738 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/26/2023



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

RESOLUTION # 2023-332

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2023 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, 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 2023 in the aggregate principal amount of \$10,000,000 (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>
20-13	Various Roadway and Drainage Improvements, Finally Adopted June 15, 2020	\$2,000,000	20.00 years
20-14	Various Improvements to the Clem Mulligan Sports Complex, Finally Adopted June 15, 2020	\$1,490,000	15 years
21-16	Various 2021 Capital Improvements, Finally Adopted August 2, 2021	\$680,000	10.66 years
22-06	Various 2022 Capital Improvements, Finally Adopted June 6, 2022	\$1,700,000	9.97 years
23-03	Various Roadway and Drainage Improvements, Finally Adopted February 22, 2023	\$2,500,000	20.00 years
23-08	Various 2023 Capital Improvements, Finally Adopted May 15, 2023	\$1,630,000	10.85 years
TOTALS		\$10,000,000	

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 15.42 years.

(b) The Bonds of the combined issue shall be designated "General Obligation Bonds, Series 2023" 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 November 1 in each of the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$550,000	2030	\$900,000
2025	650,000	2031	900,000
2026	700,000	2032	900,000
2027	750,000	2033	950,000
2028	800,000	2034	950,000
2029	850,000	2035	1,100,000

The Bonds of this issue maturing prior to November 1, 2032 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after November 1, 2032 are subject to redemption at the option of the Township, in whole or in part, on any date on or after November 1, 2031 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 May and November of each year (each an "Interest Payment Date"), until maturity or prior redemption, as applicable, commencing May 1, 2024, 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 April 15 and October 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:	November 1, 2024 and each November 1 thereafter until maturity, or prior redemption, as applicable
Interest Payment Dates:	Semiannually on each May 1 and November 1 until maturity, or prior redemption, as applicable, commencing May 1, 2024
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, October 25, 2023 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, LLC, Bordentown, 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 October 25, 2023 (the "Final Official Statement"), prepared with respect to the issuance of the Bonds, is hereby authorized to be executed on behalf of the Township by the Chief Financial Officer or Manager of the Township, and delivered to the purchaser of the Bonds or for its in connection with the sale, resale and distribution of the Bonds, where and if applicable. The Mayor, Manager or Chief Financial Officer of the Township are each hereby further authorized and directed to deliver any certificates necessary in connection with the distribution of the Official Statement.

Section 18. The Township hereby covenants and agrees that it will comply with and carry out all of the provisions of the respective Continuing Disclosure Certificate (the "Certificate") which will set forth the obligation of the Township to file, as applicable, budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provisions of Rule 15c2-12, as amended and supplemented (the "Rule"), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented. The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to execute and deliver the Certificate to the purchaser of the Bonds, evidencing the Township's undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Township to comply with the Certificate shall not be considered a default on the Bonds, as applicable; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the Township to comply with its obligations hereunder and thereunder.

Section 19. The Mayor, Manager or Chief Financial Officer of the Township are each hereby authorized and directed to sell the aforesaid Bonds and to determine all matters in connection with the Bonds (including adjusting the maturity schedule or any other matters set forth in this resolution that are deemed necessary and advisable to change by the Mayor, Manager or Chief Financial Officer of the Township prior to the sale or closing of the

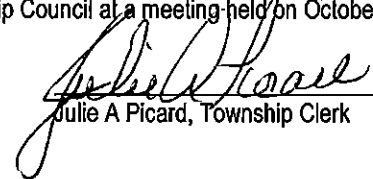
Bonds, all in consultation with Bond Counsel, the Auditor and the Municipal Advisor), and the manual or facsimile signature of the Mayor, Manager or Chief Financial Officer of the Township upon any documents shall be conclusive as to all such determinations. The Mayor, Manager, Chief Financial Officer,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

Section 20. The Bonds will 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	X		X				
COOMBS			X				
ROY			X				
PERRY		X	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 October 2, 2023.


 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 \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2023 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 October 2, 2023 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 2 day of October, 2023.

(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 2023

NUMBER GO- _____

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
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Date of Delivery	November 1, _____	_____ %	_____
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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 May and November (each an "Interest Payment Date") in each year until maturity or prior redemption, as applicable, commencing May 1, 2024. 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 November 1, 2031 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after November 1, 2031 are subject to redemption at the option of the Township, in whole or in

part, on any date on or after November 1, 2030, 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 October 2, 2023, entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2023 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**

**\$10,000,000* GENERAL OBLIGATION BONDS, SERIES 2023
(BANK QUALIFIED) (BOOK-ENTRY ONLY) (CALLABLE)**

SUMMARY

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

PAR AMOUNT: \$10,000,000* General Obligation Bonds, Series 2023 (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: October 25, 2023 until 11:00. Award by 2:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: On or about November 8, 2023

INTEREST PAYMENT DATES: May 1 and November 1, commencing May 1, 2024

CALL DATE: November 1, 2031

MINIMUM BID: \$10,000,000 (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 \$500,000, representing a maximum bid price of \$10,500,000 (105%).

BID SECURITY: Good Faith Check or Wire Transfer in the amount of \$200,000 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 \$10,000,000* aggregate principal amount of General Obligation Bonds, Series 2023 (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 October 25, 2023. To bid, Bidders (as defined below) must have submitted a good faith check or wire, payable to the Township, in the amount of \$200,000 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 October 25, 2023, 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 John M. Cantalupo, Esq. at (732) 268-8009 or by email at jcantalupo@archerlaw.com or Township Municipal Advisor, Sherry Tracey, Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505, or by telephone at (609) 291-0130 or by email at stracey@muniadvisors.com. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

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

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

* Preliminary, subject to change as described herein.

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 \$10,000,000. 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

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each May 1 and November 1 (each an "Interest Payment Date"), commencing May 1, 2024, 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 April 15 and October 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 November 1 in each year, commencing November 1, 2024, as indicated in the maturity schedule set forth below[, except as otherwise may be determined if the "Term Bond Option" is selected as set forth herein. The principal amounts of each serial maturity shall be as set forth below, subject to the applicable limitations set forth herein under "Term Bond Option."]

\$10,000,000 General Obligation Bonds, Series 2023

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$550,000	2030	\$900,000
2025	650,000	2031	900,000
2026	700,000	2032	900,000
2027	750,000	2033	950,000
2028	800,000	2034	950,000
2029	850,000	2035	1,100,000

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 November 1, 2031 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after November 1, 2031 are subject to redemption at the option of the Township, in whole or in part, on any date on or after November 1, 2030, 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.

[Term Bond Option

Bidders may elect to structure the issue to include term bonds (the "Term Bond Option"), which term bonds, if selected by the Bidder, will be subject to mandatory redemption prior to maturity, in the years and amounts shown above as serial maturities, upon payment of one hundred percent (100%) of the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for such mandatory redemption of such amounts. Bidders must designate the Bonds that are to be term bonds at the time of their bid. If the Bonds are awarded and no term bonds are designated in the Winning Bid (as defined herein), the Bonds will mature serially as shown in the preceding maturity schedule.]

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 \$200,000 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, LLC, 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 \$500,000 representing a maximum bid price of \$10,500,000 (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 \$500,000 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

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 \$200,000 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, LLC, 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 November 8, 2023 (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, LLC, 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,

for tax years beginning after December 31, 2022, 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 be designated "qualified tax-exempt obligations" of the Township for the purposes of section 265(b)(3)(B)(ii) of the Code and the Township will represent that it reasonably expects that neither it nor its subordinate entities will issue in the aggregate more than \$10,000,000 of tax-exempt obligations, other than obligations described in section 265(b)(3)(C)(ii) of the Code, in the current calendar year (2023).

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 7:00 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, John M. Cantalupo, Esq., Archer & Greiner P.C., 10 Highway 35, Red Bank, New Jersey 07701, or by telephone at (732) 268-8009 or by email at jcantalupo@archerlaw.com; or the Municipal Advisor, Sherry Tracey, Phoenix Advisors, 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
Township of Lower
County of Cape May
State of New Jersey

Dated: October 18, 2023

EXHIBIT C

SUMMARY NOTICE OF SALE

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

\$10,000,000* GENERAL OBLIGATION BONDS, SERIES 2023

BANK QUALIFIED

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, October 25, 2023** until 11:00 a.m. (prevailing New Jersey time), for the purchase of the above referenced Bonds of the Township due on November 1 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2024	\$550,000	2030	\$900,000
2025	650,000	2031	900,000
2026	700,000	2032	900,000
2027	750,000	2033	950,000
2028	800,000	2034	950,000
2029	850,000	2035	1,100,000

The Bonds shall consist of serial bonds, maturing on November 1 in each of the years set forth above [except as otherwise may be determined if the "Term Bond Option" is selected as set forth in the Full Notice of Sale for the Bonds]. 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 May and November, in each year until maturity, or prior redemption, as applicable, commencing May 1, 2024, 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

* Preliminary, subject to change as described herein.

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, John M. Cantalupo, Esq., Archer & Greiner P.C., 10 Highway 35, Red Bank, New Jersey 07701, or by telephone at (732) 268-8009 or by email at jcantalupo@archerlaw.com; or Township Municipal Advisor, Sherry Tracey 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: October 18, 2023