

Signed Resolutions – April 15, 2024

- Res. #2024-135 Authorization for the Payment of Vouchers \$469,373.22
- Res. #2024-136 A Resolution Supplementing Resolution #2024-58; A Resolution Approving the Flashing Beacon Pedestrian Crossing Sign Agreement Between the Township of Lower and the New Jersey Department of Transportation – Rt 109 & Second Avenue and Route 109 & Schellengers Landing Road
- Res. #2024-137 A Resolution Authorizing and Approving a Shared Service Agreement between the Township of Lower and the Delaware River and Bay Authority in Connection with the Summer Concert Series at the Cape May Ferry Terminal
- Res. #2024-138 Approval for Historic Cold Spring Village to Conduct a Flea Market
- Res. #2024-139 Approval for Roadside Solicitation by Villas Volunteer Fire Company, Inc.
- Res. #2024-140 Approval for Various Events Hosted by the Lower Township Recreation Department
- Res. #2024-141 A Resolution Scheduling Six (6) Concerts to be held at the DRBA Ferry Terminal (\$21,500)
- Res. #2024-142 Resolution Requesting Change in Title, Text or Amount of Appropriation
- Res. #2024-143 Resolution Authorizing the Award of a Non-Fair and Open Contract to Forerunner Industries, Inc. for Floodplain Management Program (\$13,750.)
- Res. #2024-144 Approving a Professional Service Contract with Professional Property Appraisers Inc. for Assessor Field Personnel/Data Collector for the Outstanding Backlog of Field Assessments for the 2024 Added and Omitted List (\$54,000)
- Res. #2024-145 Approving a Professional Service Contract with Remington & Vernick Engineers for the Reconstruction of Cresse Lane – Final Engineering Design & Bidding Service (\$8,500)
- Res. #2024-146 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client Privilege**

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

RESOLUTION #2024- 135

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
NJ DEPT OF TREASURY/FEES	PERMIT BEACH ACCESS BROOKDALE RD	\$500.00

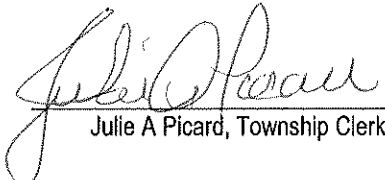
TOTAL Manual Checks \$500.00

TOTAL Computer Generated \$468,873.22

TOTAL BILL \$469,373.22

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on APRIL, 15, 2024.


 Julie A Picard, Township Clerk

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01550	FIRE DISTRICT #3	24-00886	04/05/24	2024 INTERLOCAL #2024-32	Open	22,500.00	0.00		
01653	GENTILINI FORD	24-00591	02/27/24	PARTS FOR TRUCKS/DPW	Open	3,022.38	0.00		
01690	GRANTURK EQUIPMENT CO*	24-00894	04/05/24	PARTS FOR RECYCLING/DPW	Open	2,162.99	0.00		
		24-00895	04/05/24	PARTS FOR RECYCLING/DPW	Open	560.19	0.00		
						<u>2,723.18</u>			
01741	GENTILINI CHEVROLET, LLC	24-00068	01/05/24	PARTS FOR TRUCKS/DPW	Open	349.36	0.00		
02027	JESCO INC~	24-00910	04/05/24	PARTS FOR BACK HOE/DPW	Open	1,703.82	0.00		
02108	KEEN COMPRESSED GAS CO*	24-00074	01/05/24	BOTTLED GAS FOR GARAGE/DPW	Open	256.53	0.00		
02248	LAWMEN SUPPLY*	24-00199	01/17/24	SWAT BALLISTIC VESTS 2	Open	9,312.00	0.00		
02292	DONALD LOMBARDO	24-00939	04/09/24	CONTRACTUAL REIMBURSEMENT M	Open	1,724.45	0.00		
02448	JOHN MACCARTER	24-00940	04/09/24	CONTRACTUAL REIMBURSEMENT V	Open	680.27	0.00		
02461	JOHN MAHER	24-00938	04/09/24	CONTRACTUAL REIMBURSEMENT M	Open	3,402.78	0.00		
02615	BRETT MATTHEWS	24-00874	04/03/24	REIMBURSEMENT- SOCCER COACH	Open	30.00	0.00		
02725	THOMAS MILLS	24-00795	03/25/24	PLUMBING INSPECTIONS	Open	84.69	0.00		
02902	J. BYRNE INSURANCE*	24-00917	04/08/24	Surety Bond 4/24-4/25	Open	100.00	0.00		
03072	NJ STATE LEAGUE OF MUNICIPALITI*	24-00961	04/10/24	2024 Membership Dues	Open	1,771.00	0.00		
03280	PARAMOUNT SANITARY SUPPLY ~	24-00814	03/25/24	CLEANING SUPPLIES FOR TOWNSHIP	Open	2,872.04	0.00		
03305	PEDRONI FUEL*	24-00913	04/05/24	NO LEAD GAS/DPW 3/21/24	Open	690.72	0.00		
03377	JULIE PICARD	24-00941	04/09/24	CONTRACTUAL REIMBURSEMENT V	Open	335.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03387	POGUE INC. *								
		24-00885	04/05/24	SAFETY AND HEALTH CONSORTIUM	Open	255.00	0.00		
03537	RUTGERS, THE STATE UNIVERSITY*								
		24-00692	03/07/24	Election Class L EUBANKS	Open	653.00	0.00		
03611	SERVICE TIRE TRUCK CENTERS ~								
		24-00588	02/27/24	TIRES/RDS/SANT/RECY/DPW	Open	5,968.55	0.00		
03660	SIRCHIE FINGERPRINT LAB. INV.*								
		23-03310	12/29/23	SUPPLIES	Open	364.84	0.00		
03863	TREASURER, STATE OF NEW JERSEY								
		24-00881	04/05/24	JAN-MAR 1ST QTR 2024 REPORT	Open	15,591.00	0.00		
03899	UPS								
		24-00861	03/28/24	SHIPPING OF URINE TO STATE LAB	Open	45.64	0.00		PC1
		24-00872	04/03/24	SHIPPING OF URINE TO STATE LAB	Open	<u>60.22</u>	0.00		PC1
						105.86			
03917	STATE OF NJ DEPT OF CHILD/FAML								
		24-00959	04/10/24	Marriage/CU - 1st Quarter 2024	Open	475.00	0.00		
03971	VERIZON WIRELESS MDT POLICE								
		24-00919	04/08/24	VERIZON PD & TWP 02-21 / 03-20	Open	1,196.43	0.00		
03985	VILLAS NAPA AUTO PARTS ~								
		24-00735	03/13/24	RDS/SANT/RECY/DPW	Open	3,747.20	0.00		
03992	VAL-U AUTO PARTS LLC ~								
		24-00436	02/06/24	RDS/SANT/RECY/DPW	Open	6,610.01	0.00		
03996	VINELAND AUTO ELECTRIC, INC.*								
		23-03265	12/22/23	OUTFIT 2 CHEVY TAHOES	Open	34,330.10	0.00		
		24-00873	04/03/24	BATTERY	Open	<u>176.54</u>	0.00		
						34,506.64			
04085	CHRISTOPHER WINTER								
		24-00871	04/02/24	CONTRACTUAL REIMBURSEMENT M	Open	242.22	0.00		
04089	WIZARD'S FESTIVAL OF FUN, INC*								
		24-00787	03/25/24	STILTWALKER & BALLOONATIC	Open	1,500.00	0.00		
04097	CINTAS FIRST AID AND SAFETY*								
		24-00847	03/27/24	COURT CABINET SERVICE 3/2024	Open	67.53	0.00		
		24-00934	04/08/24	TOWNHALL FIRST AID 4/2/24	Open	<u>7.24</u>	0.00		
						74.77			
04266	NJ DEPT OF HEALTH&SENIOR SVCS								
		24-00883	04/05/24	March Dog Report	Open	153.60	0.00		
04301	SEASHORE ASPHALT CORPORATION*								
		24-00081	01/05/24	ASPHALT/PATCH/RDS/DPW	Open	1,399.20	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
5022	INSTITUTE FOR FORENSIC PSYCHO*	24-00875	04/03/24	FITNESS FOR DUTY EXAM	Open	2,500.00	0.00		
6063	CAPE MINING & RECYCLING, LLC*	24-00896	04/05/24	SUPPLIES FOR TRUCKS/DPW	Open	704.40	0.00		B
6071	UNITED UNIFORMS LIMITED LIAB*	24-00432	02/06/24	UNIFORMS	Open	2,019.00	0.00		
6080	OMAHA STANDARD, LLC*	24-00788	03/25/24	ROLL OFF PARTS/DPW	Open	658.34	0.00		
		24-00862	03/28/24	PARTS FOR ROLL OFF TK 8	Open	1,190.74	0.00		
						1,849.08			
7074	J & B LOCKSMITHS*	24-00815	03/25/24	FIX GATE @ RECREATION DEPT.	Open	90.00	0.00		
7079	SUBURBAN PROPANE L P*	24-00879	04/05/24	PROPANE- FREEMAN DOUGLASS PARK	Open	1,417.66	0.00		
		24-00887	04/05/24	PROPANE- FREEMAN DOUGLASS PARK	Open	970.94	0.00		
						2,388.60			
7098	SHORE VETERINARIAN ANIMAL	24-00882	04/05/24	MARCH 2024 ANIMAL CONTROL	Open	150.00	0.00		
7475	SUZANNE M SCHEID	24-00870	04/02/24	CONTRACTUAL REIMBURSEMENT M	Open	57.00	0.00		
7507	STEFANKIEWICZ & BELASCO LLC	24-00002	01/02/24	RES#24-01 EXSPENSES DNE\$150K	Open	10,136.98	0.00		B
7618	MEGONIGAL ELECTRIC LLC	24-00758	03/14/24	SERVICE CALL TOWNHALL/DPW	Open	250.00	0.00		
7649	RICHARD E. PIERSON MATERIALS*	24-00641	03/01/24	SAND FOR NCM BEACH PATHS	Open	2,466.70	0.00		B
7751	HOFFMAN'S EXTERMINATING	24-00428	02/05/24	PEST AGREEMENT-CANAL PARK	Open	132.60	0.00		B
		24-00858	03/28/24	2024 PEST CONTROL CONTRACT	Open	2,475.00	0.00		
						2,607.60			
7820	DEBLASIO & ASSOCIATES, P.C	23-00403	02/10/23	CO #3 - DIAMOND BEACH PARK	Open	2,656.08	0.00		B
		23-00404	02/10/23	LIN BLVD RESTROOM RES#2021-82	Open	210.00	0.00		
		23-00784	04/10/23	#2023-137 BEACH ACCESS PATHS	Open	560.00	0.00		B
		23-01274	05/24/23	RES #23-184 BAY OUTFALL EXT	Open	12,766.25	0.00		B
		23-01585	06/15/23	RES#23-199 ROTARY PARK	Open	3,087.50	0.00		B
		23-02342	09/14/23	2023 STORMWATER GIS MAPPING	Open	670.00	0.00		B
		23-02635	10/20/23	RESOLUTION 2023-337 OHIO AVE	Open	570.15	0.00		B
		23-02637	10/20/23	RES 2023-344 SHADELAND/ SPRUCE	Open	3,955.00	0.00		B
		23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	1,470.00	0.00		
		23-03206	12/14/23	RES#23-380 DOUGLASS PARK RENO	Open	560.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7820	DEBLASTO & ASSOCIATES, P.C				Continued				
		24-00304	01/22/24	RES 2024-64 DPW SITE DESIGN	Open	12,871.64	0.00		B
		24-00739	03/13/24	RES 2024-72/CHG ORD 1 BEACH PA	Open	3,765.00	0.00		B
		24-00792	03/25/24	RES 2024-113 RESURF WILDWOOD	Open	568.75	0.00		B
		24-00911	04/05/24	ZBA BOARD ENGINEER VOUCHERS	Open	875.00	0.00		
						<u>44,585.37</u>			
7929	AMAZON CAPITAL SERVICES, INC ~								
		24-00771	03/19/24	COMPUTER CAMERA & GARAGE PARTS	Open	304.70	0.00		
		24-00810	03/25/24	OFFICE SUPPLIES BOCA	Open	232.29	0.00		
		24-00845	03/27/24	COURT OFFICE SUPPLIES	Open	232.96	0.00		
		24-00868	03/28/24	RAIN BIRD SPRINKLER HEADS/NOZZ	Open	365.74	0.00		
						<u>1,135.69</u>			
8131	DOCUVAULT SECURE SHREDDING LC~								
		24-00933	04/08/24	3/31/24 SHREDDING	Open	168.05	0.00		
8168	CMRS-FP ACTT# 106000865324								
		24-00935	04/08/24	TOWNHALL POSTAGE 4/5/24	Open	30,000.00	0.00		
8517	STEWART BUSINESS SYSTEMS *								
		24-00928	04/08/24	FS Copy Machine 04.03.2024	Open	113.85	0.00		
		24-00931	04/08/24	BOCA COPIER 1/1-3/31/24 OVERAG	Open	85.52	0.00		
						<u>199.37</u>			
8524	FRED M. SCHIAVONE CONSTRUCTION								
		24-00455	02/07/24	RES 2024-78 BEACH PATHS	Open	157,343.89	0.00		B
8672	LOGMEIN INC.								
		24-00280	01/22/24	2024 GO TO MEETINGS	Open	19.00	0.00		PC1
8706	GOLDENBERG, MACKLER & SAYEGH								
		22-00413	02/10/22	RES2022-64 DNE \$10K TAX FOREC	Open	2,261.17	0.00		
		23-03158	12/07/23	2023 Tax Foreclosure Atty	Open	1,238.83	0.00		B
						<u>3,500.00</u>			
8721	BLANEY, DONOHUE, & WEINBERG PC								
		24-00003	01/02/24	RES#24-02 LABOR DNE\$40K	Open	2,985.00	0.00		B
8726	APEX INSURANCE AGENCY LLC								
		24-00918	04/08/24	Pacific Outdoor Inv #10	Open	136.00	0.00		
8909	COMCAST BUSINESS								
		24-00967	04/10/24	BUS INTERNET PD 4/1-4/30/24	Open	979.95	0.00		
8965	STEPHANIE ABRAMS								
		24-00802	03/25/24	REIMBURSEMENT-SOCCER COACH	Open	25.00	0.00		
9026	STARR SEPTIC LLC								
		24-00772	03/19/24	PORTA-POTS-SPRING SOCCER	Open	59.00	0.00		B
		24-00773	03/19/24	SPRING SOCCER-MAUD ABRAMS	Open	59.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
9026	STARR SEPTIC LLC				Continued				
		24-00914	04/05/24	LUXURY BATHROOM/DPW	Open	948.00	0.00		
						1,066.00			
BLAUE	BLAUER ASSOCIATES INC*								
		19-02385	08/28/19	SCPF ROTARY PARK RES 2019-246	Open	270.00	0.00		B
		22-02882	11/17/22	2023 SCPF APPLICATION CONSULT	Open	300.00	0.00		B
						570.00			
KELLE005	KELLEIGH TOMMASSELLO								
		24-00797	03/25/24	FACE PAINTER- EASTER EGG HUNT	Open	300.00	0.00		
SEAGE	SEAGEAR MARINE SUPPLY*								
		24-00080	01/05/24	SUPPLIES/DPW	Open	29.16	0.00		B
SEASH	SEASHORE COMMUNITY CHURCH								
		24-00924	04/08/24	WARMING CENTER- JAN/FEB 2024	Open	8,333.00	0.00		
UTSCH	ERNEST UTSCH								
		24-00812	03/25/24	RETURN OF UNUSED DEV ESCROW	Open	159.20	0.00		
Total Purchase Orders:		109	Total P.O. Line Items:		0	Total List Amount:	468,873.22	Total Void Amount:	0.00

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

RESOLUTION #2024-136

Title: A RESOLUTION SUPPLEMENTING RESOLUTION #2024-58: A RESOLUTION APPROVING THE FLASHING BEACON PEDESTRIAN CROSSING SIGN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE NEW JERSEY DEPARTMENT OF TRANSPORTATION – RT 109 & SECOND AVENUE AND ROUTE 109 & SCHELLENGERS LANDING ROAD

WHEREAS, a traffic condition exists at the intersection of Route 109 and Second Avenue (M.P. 1.45) and Route 109 and Schellengers Landing Road (M.P. 1.52), in the Township of Lower, in the County of Cape May which requires the installation and operation of a Rectangular Rapid Flashing Beacon ("RRFB") with pedestrian push buttons, lighting, flashing beacons, and signs, hereinafter referred to as Rectangular Rapid Flashing Beacon system ("RRFB system"); and

WHEREAS, on January 17, 2024, the Township Council of the Township of Lower adopted Resolution # 2024-58 authorizing the Township to enter into an Agreement with the New Jersey Department of Transportation to contribute 25% of the costs associated with the installation and operation of a Rectangular Rapid Flashing Beacon ("RRFB") with pedestrian push buttons, lighting, flashing beacons, and signs; and

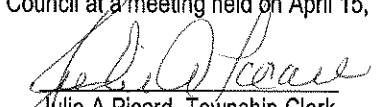
WHEREAS, the New Jersey Department of Transportation requested that the Township adopt a Resolution specifically referencing that the costs associated with the installation and operation of a Rectangular Rapid Flashing Beacon ("RRFB") with pedestrian push buttons, lighting, flashing beacons, and signs will be split with the New Jersey Department of Transportation responsible for 75% and the Township of Lower responsible for 25%; and

WHEREAS, Resolution # 2024-58 contains the certification of funds approved by Lauren Read, Treasurer of the Township of Lower.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that this Supplemental Resolution contain the cost split with the State of New Jersey, acting through its Commissioner of Transportation, is hereby approved.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.


Julie A Picard, Township Clerk

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

RESOLUTION #2024-137

Title: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE DELAWARE RIVER AND BAY AUTHORITY IN CONNECTION WITH THE SUMMER CONCERT SERIES AT THE CAPE MAY FERRY TERMINAL

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, over the course of approximately the past ten (10) years the Township of Lower and the Delaware River and Bay Authority have jointly hosted a weekly summer concert at the Cape May Ferry Terminal; and

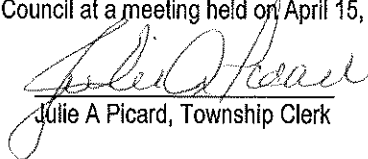
WHEREAS, in an effort to ensure that the expectations of the Township of Lower and the Delaware River and Bay Authority relative to the operation of the Summer Concert Series, and the rights and obligations of the Township of Lower and the Delaware River and Bay Authority are acknowledged and understood, the Township of Lower and the Delaware River and Bay Authority have elected to reduce same in the form of this written agreement; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, the Township of Lower and the Delaware River and Bay Authority have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth attached, in order to outline their respective rights and responsibilities for the benefit of both Parties.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached Shared Service Agreement between Township of Lower and the Delaware River and Bay Authority be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said agreement.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.


Julie A Picard, Township Clerk

SHARED SERVICE AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE DELAWARE RIVER AND BAY AUTHORITY

DATED

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE DELAWARE RIVER AND
BAY AUTHORITY IN CONNECTION WITH THE SUMMER CONCERT SERIES AT THE CAPE
MAY FERRY TERMINAL

**A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND
THE DELAWARE RIVER AND BAY AUTHORITY IN CONNECTION WITH THE
SUMMER CONCERT SERIES AT THE CAPE MAY FERRY TERMINAL**

THIS SHARED SERVICE AGREEMENT is made this ____ day of _____, 2024 by and between the TOWNSHIP OF LOWER (“Township”), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the DELAWARE RIVER AND BAY AUTHORITY (“Authority”), a bi-state agency created pursuant to the Delaware-New Jersey Compact, 17 Del. C §1701 and N.J.S.A. 32:11E-1, et. seq., whose administrative offices are located at 2162 New Castle Ave, New Castle, Delaware 19720, and who may collectively be denominated as the “Parties” in this Agreement, and each may be called, separately, a “Party.”

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* (the “Act”), authorizes local units of this State to enter into agreements with any other local unit or units in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, over the course of past several years the parties have hosted and shared expenses related to a summer concert series that take places on a weekly basis at the Cape May Ferry Terminal; and

WHEREAS, in an effort to ensure that the expectations of the parties relative to the operation of the Summer Concert Series, and the rights and obligations of the parties are acknowledged and understood, the parties have elected to reduce same in the form of this written agreement;

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, the Township and the Authority have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in order for the Authority to provide website design, hosting, and maintenance services to the Township:

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

2. **TERM OF THE AGREEMENT:** This Agreement shall take effect on April 1, 2024 through August 31, 2024.

3. TOWNSHIP RESPONSIBILITIES:

- A. The Township and the Authority agree to jointly host a weekly Lower Township Summer Concert Series at the Cape May Ferry Terminal during the Summer of 2024, commencing July 10, 2024 through August 20, 2024.
- B. The Township will be solely responsible for all costs incurred in connection with booking the following individual bands to perform at the weekly night Lower Township Summer Concert Series:

July 10, 2024	Split Decision
July 17, 2024	The Big House Band
July 24, 2024	Legacy
July 31, 2024	Jimmy & The Parrots
August 7, 2024	Fat Mezz
Tuesday, August 20, 2024	Amish Outlaws

- C. Notwithstanding the fact that the Authority is responsible for providing the venue and a stage for the above referenced concerts, the Township agrees to assume sole responsibility for setting up, maintaining, breaking down, and storing the stage.

4. AUTHORITY RESPONSIBILITIES:

- A. The Authority and the Township agree to jointly host the weekly Lower Township Summer Concert Series at the Cape May Ferry Terminal during the Summer of 2024, July 10, 2024 through August 20, 2024.
- B. The Authority will make available be the lawn area at the Cape May Ferry Terminal to host the Lower Township Summer Concert Series, and the Authority will be responsible for providing a stage to for use by bands performing at the Summer Concert Series.
- C. The Authority will be responsible for providing, and will be solely responsible for all costs incurred in connection with providing the venue, marketing the Lower Township Summer Concert Series, providing security during concerts, and for trash collection/disposal.

5. JOINT AGREEMENTS/RESPONSIBILITIES:

- A. The parties agree that there will be no ticketing/admission or parking fees charged to members of the general public who attend the Lower Township Summer Concert Series.
- B. Members of the general public shall be permitted to bring outside food, non-alcoholic beverages, and small personal coolers with them to the venue for

personal consumption on site during performances. No outside alcoholic beverages are permitted into the venue. No cooking of food shall be permitted anywhere on the Cape May Ferry Terminal property except as outlined within paragraph 5(c). Members of the general public shall not sell food anywhere on the Cape May Ferry Terminal property.

- C. The Tuesday, August 20, 2024 concert shall be dedicated to benefit the Lower Township Children's Fund. At said concert, the parties are in agreement that outside vendors will be permitted into the venue in order to sell goods, food, and services to the general public in attendance at said performance.

6. TERMINATION: Notwithstanding the foregoing, this Agreement may be terminated, on one (1) month written notice to the other party, for any reason or no reason, or if a provision of the Agreement is breached by the non-breaching party by notifying the breaching party, in writing, of the grounds associated with the alleged breach. The breaching party shall have fifteen (15) days in which to answer and cure said breach. If the breach is not adequately cured within that time, the non-breaching party shall have the immediate option to declare this Agreement terminated.

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

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

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

8. ADDITIONAL SERVICES: In the event additional services associated with this Agreement are required and/or deemed necessary, which are not specifically set forth within this Agreement, the parties are free to enter into additional written agreements in order to effectuate the intent and purposes of this Agreement, without the need for official authorization from the parties. The parties expressly understand and agree that any fees associated with additional services must be negotiated and agreed upon in advance prior to undertaking said services and prior to requesting payment in connection with same.

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

10. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. ENTIRE AGREEMENT: This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

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

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


14. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL: The parties acknowledge that this Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions, if required, for such purposes.


[SIGNATURES BEGIN ON THE NEXT PAGE]

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

ATTEST:

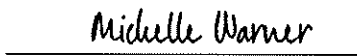
TOWNSHIP OF LOWER

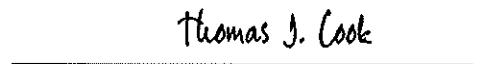

Julie Picard, Township Clerk


Frank Sippel, Mayor

ATTEST:

DELAWARE RIVER AND BAY AUTHORITY


Michelle Warner


Thomas J. Cook, Executive Director

MW

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

RESOLUTION #2024-138

Title: APPROVAL FOR HISTORIC COLD SPRING VILLAGE TO CONDUCT
A FLEA MARKET

WHEREAS, Section 359-13 of the Code of Lower Township prohibits outdoor flea markets within the confines of Lower Township except as provided for in Section 359.13; and

WHEREAS, Section 359-13 of the General Ordinances of the Township of Lower permits non-profit, charitable, civic and religious organizations to conduct outdoor flea markets within the confines of the Township if approved by the Township Council; and

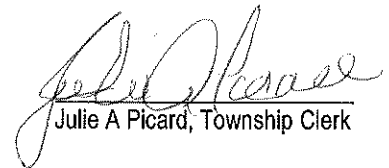
WHEREAS, the Township Council has reviewed the request from Historic Cold Spring Village to conduct a flea market on April 28, 2024 at 720 Route 9 South; and

WHEREAS, the Council has determined the applicant meets the ordinance requirements of a non-profit, charitable, civic and/or religious organization.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that approval is hereby granted.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.


Julie A Picard, Township Clerk

Historic
**COLD SPRING
VILLAGE**

720 Route 9 South, Cape May NJ 08204
609-898-2300 • 609-884-5926 fax • hcsv.org

March 29, 2024

Julie Picard
Township of Lower Clerk
2600 Bayshore Rd
Villas, NJ 08251

Dear Ms. Picard,

On behalf of Historic Cold Spring Village, we would like to apply for a yard sale / Garage sale permit. The event is planned for Sunday April 28, 24 from 11AM - 4pm. The proceeds will support the Village!

Thank you for your assistance —

Best regards,
Patsy

Sherry Shelton

HCSV

**Board of Trustees
Board**

John Amenhauser
Jason Black
Kate Chadwick
Joseph Cirrinicione
Michael Clark
Norris Clark

Christina P. Clemans
Dona Kemling

Arlene MacDonald
Bernadette Matthews

Steven Morey
Michael Nardi
Jim Ridgway
Anne Salvatore

Joseph E. Salvatore MD

Linda Steenrod
Bud Sundstrom

HCSV Emeritus Board

David Chapman
Sydney Perkins
Nina Ranalli
Ric Rutherford

**Friends of HCSV
Board of Trustees**

Ann Begany
Kevin Begany
Carol DiJoseph
Margaret Feil
Scott Griffith
Penny Hardin

Mary Lou Hayco
Joanne Heal

Linda Kissling
Patricia Poake
Anne Salvatore

Joan Thomas
Marjorie Wetherwill
Sue Witt

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

RESOLUTION #2024-139

Title: APPROVAL FOR ROADSIDE SOLICITATION BY VILLAS VOLUNTEER FIRE COMPANY, INC.

WHEREAS, the Villas Volunteer Fire Company, Inc. has requested permission to solicit contributions from the public on Bayshore Road in front of the Fire Company, between Georgia Avenue and East Wilde Avenue; and

WHEREAS, the Lower Township Board of Fire Commissioners have provided the required Certificate of Insurance, and

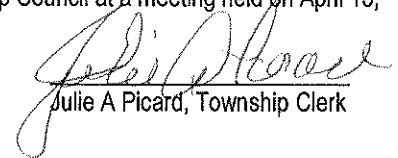
WHEREAS, the Villas Volunteer Fire Company has received permission from the County of Cape May to close the street.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the application for the Solicitation of funds on County Roads #603 (Bayshore Road) in front of the fire company be and is hereby approved for **May 25, July 6 and August 31 2024 with rain dates, if necessary, the following day.**

BE IT FURTHER RESOLVED that pursuant to Public Law 1997, C. 82 which provides that the Township "shall not be liable in any civil action for damages for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for the purpose of soliciting contributions, conducted by charitable organizations...".

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.


Julie A Picard, Township Clerk



Villas Volunteer Fire Company

1619 Bayshore Rd Villas New Jersey 08251

(609) 886-1611

villasfire@comcast.net

Enrico Mascio
President

Kelvin Ashbridge
Vice President

Athena Polewka
Secretary

Mike Brannon
Treasurer

To: Board of Chosen Freeholder
4 Moore Road
Cape May Court House, NJ 08210

Lower Township Council Member
2600 Bayshore Road
Villas, NJ 08251

Dear Sir or Madam:

The Villas Fire Company is requesting permission to conduct our annual fundraising Street Drive events on May 25, 2024, July 6, 2024, and August 31, 2024 on Bayshore Road in front of our fire station between Georgia Avenue and East Wilde Avenue. In the event of rain, we would like to have rain dates for the days immediately following the designated dates previously stated.

Sincerely,

Athena Polewka
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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

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

PRODUCER Brown & Brown Metro, LLC 10 Lake Center Drive Suite 310 Marlton NJ 08053		CONTACT NAME: Michael Radcliffe PHONE (A/C, No, Ext): (609) 840-4323 FAX (A/C, No): (856) 226-4095 E-MAIL ADDRESS: michael.radcliffe@bbrown.com	
INSURED Lower Township BOFC Villas Volunteer Fire Company P.O. Box 1 Villas NJ 08251		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh, Pa. NAIC # 19445 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFNU-TR-0020887-03	09/21/2023	09/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			VFNU-TR-0020887-03	09/21/2023	09/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			VFNU-TR-0020887-03	09/21/2023	09/21/2024	OCCUR CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Township of Lower is included as an additional insured for General Liability

CERTIFICATE HOLDER**CANCELLATION**

Township of Lower 2600 Bayshore Road Villas NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Leonard C. Desiderio
Commissioner

Robert Church, P.E.
County Engineer

CAPE MAY COUNTY
OFFICE OF THE COUNTY ENGINEER

4 Moore Road - DN 402
Cape May Court House, NJ 08210-1601
(609)465-1035 Fax (609)465-1418



January 29, 2024

Villas Volunteer Fire Company
ATTN: Enrico Mascio
P. O. Box 99
Villas, NJ 08251

**Re: Contribution Solicitations
Bayshore Road (CR603)**

Dear Mr. Hilvert:

Enclosed please find a copy of Resolution No. 66-24 which was adopted by the Board of County Commissioners, Cape May County on January 23, 2024, authorizing a "coin drop" on various dates throughout the summer.

Very truly yours,

Robert G. Church, P.E.
County Engineer

RGC/amc

enc.

cc: Township of Lower
Lower Township Police
Road Department

**BOARD OF COUNTY COMMISSIONERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 66-24

**RESOLUTION PERMITTING VILLAS VOLUNTEER FIRE COMPANY
TO SOLICIT CONTRIBUTIONS ALONG BAYSHORE ROAD (CR603)
IN THE TOWNSHIP OF LOWER**

WHEREAS, the Board of County Commissioners of the County of Cape May (hereinafter "Board") has received a written request from the Villas Volunteer Fire Company for permission to solicit financial contributions from the public in front of the firehouse on Bayshore Road (County Road No. 603) in Lower Township on various dates throughout the summer, May 24, July 6, and August 31, 2024 with rain dates on May 25, July 7 and September 1, 2024; and

WHEREAS, the Board has reviewed Lower Township Ordinance No. 97-36 (as adopted on November 17, 1997) establishing municipal policy regarding roadway solicitations by qualified charitable organizations; and

WHEREAS, Public Law 1997, c. 82 (which became effective on August 1, 1997) prescribes that a municipal Ordinance so recognizing a charitable organization for this purpose must be accompanied by approval from this Board wherever the proposed location of the solicitation is on any county highway or intersection of a county highway; and

WHEREAS, the said statute declares that this Board "shall not unreasonably withhold approval" of duly filed requests for authorization which otherwise comport with the requirements of law; and

WHEREAS, this request by the Villas Volunteer Fire Company has been reviewed by the Cape May County Engineer who has interposed conditions or requirements as specified hereinbelow; and

WHEREAS, Public Law 1997, c. 82 provides in relevant part that the County "shall not be liable in any civil action for damages for property damage or personal injury resulting from a motor vehicle accident arising out of or in the course of roadway solicitations for the purpose of soliciting contributions, conducted by charitable organizations....".

BOARD OF COUNTY COMMISSIONERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION

No. 66-24

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Cape May, that:

1. The above recitals are incorporated herein by reference as if repeated at length.
2. Permission is hereby granted, pursuant to the terms of P.L. 1997, c. 82 and in consideration of the civil immunity provisions contained therein, for the Villas Volunteer Fire Company to solicit financial contributions from the public in front of the firehouse at 1619 Bayshore Road (County Road No. 603) in Lower Township on various dates throughout the summer months subject to the following condition(s):
 - a. the within-named charitable organization must comply in every respect with the requirements of Lower Township Ordinance No. 97-36 prior to undertaking the referenced roadway solicitation activity; and
 - b. the within-named charitable organization has provided proof of liability insurance in amounts and with coverages satisfactory to the Board and specifically naming the County of Cape May as *ADDITIONAL INSURED* for any and all claims arising out of requested roadway solicitations.
 - c. the within-named charitable organization must install advance warning signs in accordance with the standards in the latest edition of the Manual on Uniform Traffic Control Devices.

STATEMENT

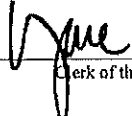
This Resolution permits fire company volunteers to hold "coin drops" on various dates throughout the summer to obtain public contributions which help offset operational expenses.

cc: Villas Volunteer Fire Company
 Township of Lower
 Lower Township Police
 File: Roads subfile

STATE OF NEW JERSEY) ss.:
 COUNTY OF CAPE MAY)

I, Kevin Lare, Clerk of the Board of County Commissioners of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 23rd day of

January _____ 2024.

Signed,  Clerk of the Board /no

RECORD OF VOTE						
Commissioners	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Barr	✓				✓	
Mr. Bulakowski	✓					
Ms. Collette	✓					
Mr. Morey	✓					✓
Mr. Desiderio	✓					

√ - indicates Vote Moved-Resolution Offered Second-Resolution Seconded



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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

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

PRODUCER Brown & Brown Metro, LLC 10 Lake Center Drive Suite 310 Marlton NJ 08053	CONTACT NAME: Michael Radcliffe PHONE (A/C, No, Ext): (609) 840-4323 E-MAIL ADDRESS: michael.radcliffe@bbrown.com	FAX (A/C, No): (856) 226-4095
	INSURER(S) AFFORDING COVERAGE	
INSURED Lower Township BOFC Villas Volunteer Fire Company P.O. Box 1 Villas NJ 08251	INSURER A: National Union Fire Insurance Company of Pittsburgh, Pa.	NAIC # 19445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:


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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			VFNU-TR-0020887-03	09/21/2023	09/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			VFNU-TR-0020887-03	09/21/2023	09/21/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

County of Cape May is included as an additional insured for General Liability

CERTIFICATE HOLDER**CANCELLATION**

County of Cape May 4 Moore Road Cape May Courthouse NJ 08210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2024-140

Title: APPROVAL FOR VARIOUS EVENTS HOSTED BY THE LOWER TOWNSHIP RECREATION DEPARTMENT

WHEREAS, the Lower Township Parks and Recreation Department hosts various events throughout the year; and

WHEREAS, the following dates and events have been confirmed:

May 24, 2024 – Summer Kick Off/Family Fun Night

July 3, 2024- Independence Day Festival

August 3, 2024 – Coombs/Douglass Bay Run

September 6, 2024 - Back To School Family Fun Night

October 12, 2024 – Halloween Costume Parade

October 20, 2024 – Halloween Trunk or Treat

October 26, 2024 – Halloween Haunted Trails

November 9, 2024 – Veteran's Day Parade

December 15, 2024 – Ferry Merry Christmas

December 27-29, 2024 – Thomas Beheler/Greater Cape May Elks Basketball Tournament

December 31, 2024 - New Years Eve Party

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the above dates are hereby approved.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.


Julie A Picard, Township Clerk

jpocard

From: recreation
Sent: Monday, April 8, 2024 12:07 PM
To: jpocard
Cc: pmuldoon; bfournier
Subject: Special Events- Council Agenda 04.15.2024

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Julie,

Could you please have the following events and dates placed on the Monday, April 15, 2024 council agenda for approval. As per our previous conversation, paperwork for the Escape the Cape Triathlon has been submitted. Thanking you in advance for your anticipated cooperation.

Saturday, March 30, 2024- Easter Egg Hunt/ Spring Fling

~~Friday, May 24, 2024- Summer Kick Off/ Family Fun Night/ Movie Night
Friday, September 6, 2024- Back to School/ Family Fun Night/ Movie Night~~

Sunday, June 2, 2024- Escape The Cape Triathlon

Wednesday, July 3, 2024- Independence Day Festival
Friday, July 5, 2024 -Rain Date

Saturday, August 3, 2024- Coombs/ Douglass Bayrun

Saturday, October 12, 2024- Halloween Costume Parade

Sunday, October 20, 2024- Halloween Trunk or Treat

Saturday, October 26, 2024- Halloween Haunted Trails

Saturday, November 9, 2024- Veteran's Day Parade

Sunday, December 15, 2024- Ferry Merry Christmas Party

Tom Beheler/ Greater Cape May Elks Basketball Tournament- December 27, 28, 29, 2024

Tuesday, December 31, 2024- New Year's Eve Party

Mitchell Plenn
Superintendent
Lower Township
Parks and Recreation

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

RESOLUTION #2024-141

Title: **A RESOLUTION SCHEDULING SIX (6) CONCERTS TO BE HELD AT THE DRBA FERRY TERMINAL**

WHEREAS, the Township of Lower is given authority by N.J.S.A 40A:11-5(k) 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, the Lower Township Recreation Department has scheduled Six (6) Concert events which will take place at the Delaware River Bay Authority Ferry Terminal for the following dates and costs:

<u>Band</u>	<u>Date</u>	<u>Cost</u>
Split Decision	7/10/2024	\$ 4,000.00
The Big House Band	7/17/2024	\$ 2,000.00
Legacy	7/24/2024	\$ 2,000.00
Jimmy & the Parrots	7/31/2024	\$ 4,250.00
Fat Mezz	8/7/2024	\$ 4,250.00
Amish Outlaws	8/20/2024	\$ 5,000.00
	<u>TOTAL</u>	<u>\$21,500 00</u>

WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A-F attached hereto

WHEREAS, the CFO has determined sufficient funds are available as evidenced by her signature;

Appropriation: \$13,320 4-01-30-420-259 Public Events-concerts
\$ 8,180 4-01-56-750-362 Cape May County Arts Grant

Signature: *Lauren Read*
 Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contracts are hereby awarded as per attached contracts:

AWARD TO: Anderson Entertainment Management Two (2) Two Concerts
Total: \$ 6,000.00
AWARD TO: Legacy One (1) Concert
Total: \$2,000.00
AWARD TO: Media Five One (1) Concert
Total: \$ 4,250.00
AWARDED TO: Anthony Baker Entertainment One (1) Concert
Total: \$ 4,250.00
AWARDED TO: Atomic Music Group One (1) Concert
Total: \$ 5,000.00

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.

Julie A. Picard
 Julie A Picard, Township Clerk

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

RESOLUTION # 2024-142

Title: RESOLUTION REQUESTING CHANGE IN TITLE, TEXT OR AMOUNT OF APPROPRIATION

WHEREAS, N.J.S. 40A: 4-85 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of any municipality, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any municipality,

NOW, THEREFORE BE IT RESOLVED, that in accordance with the provision of N.J.S. 40A: 4-85, the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby requests the Director of the Division of Local Government Services to make the following correction in the 2024 budget:

CURRENT FUND:

APPROPRIATIONS

	FCOA	From	To
Division of Tax Assessment	20-150		
Salaries and Wages	20-150-1	\$232,500	\$177,500
Other Expenses	20-150-2	\$ 35,600	\$ 90,600

BE IT FURTHER RESOLVED, that the foregoing correction is, in the opinion of the governing body, warranted and authorized by the statute referred to above, and is necessary for the orderly operation of the Township of Lower for the reasons set forth:

The Township is authorizing a contract for professional services to conduct field inspections for the Assessor's office in order to bring all outstanding added and omitted assessments current. Amounts were budgeted in salaries and wages to hire staff for this purpose but it has since been determined that hiring an outside company for the work is preferred from both a time as well as budgetary constraint.

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the office of the Director of Local Government Services.

It is hereby certified that all additions and math in this amendment are correct.

Lauren Read
 Lauren Read, CFO, Township of Lower

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 15, 2024.

Julie A. Picard
 Julie A Picard, Township Clerk

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

RESOLUTION # 2024-143

Title: RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO FORERUNNER INDUSTRIES INC. FOR FLOODPLAIN MANAGEMENT PROGRAM

WHEREAS, the Township of Lower has a need to acquire Forerunner Industries Inc. Flood Plain Management Program to assist with Nation Flood Insurance Program (NFIP) and Community Rating System (CRS) for the Township of Lower as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and,

WHEREAS, the Township Tax Assessor determined the anticipated term of this contract is for one (1) year and may be extended as approved annually by this governing body; and

WHEREAS, Forerunner Industries Inc. has submitted a proposal indicating they will provide assistance to the Tax Assessor with the Flood Plain Management Program to assist with Nation Flood Insurance Program (NFIP) and Community Rating System (CRS) \$13,750.00; and

WHEREAS, Forerunner Industries Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Forerunner Industries Inc. has not made any reportable contributions to a political or candidate committee in the Township of Lower officials in the previous one year, and that the contract will prohibit Forerunner Industries from making any reportable contributions through the term of the contract, and

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

Appropriation: 4-01-20-150-276

Signature: Lauren Read, CFO

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

AWARD TO: FORERUNNER INDUSTRIES INC.
TOTAL: \$13,750.00

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows for 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 April 15, 2024.

Julie A Picard, Township Clerk

FORERUNNER

Lower Township, NJ
2024 Renewal
March 1, 2024

www.withforerunner.com



Lower Township's Renewal

FORERUNNER

RECAP

Lower Township's Usage Recap

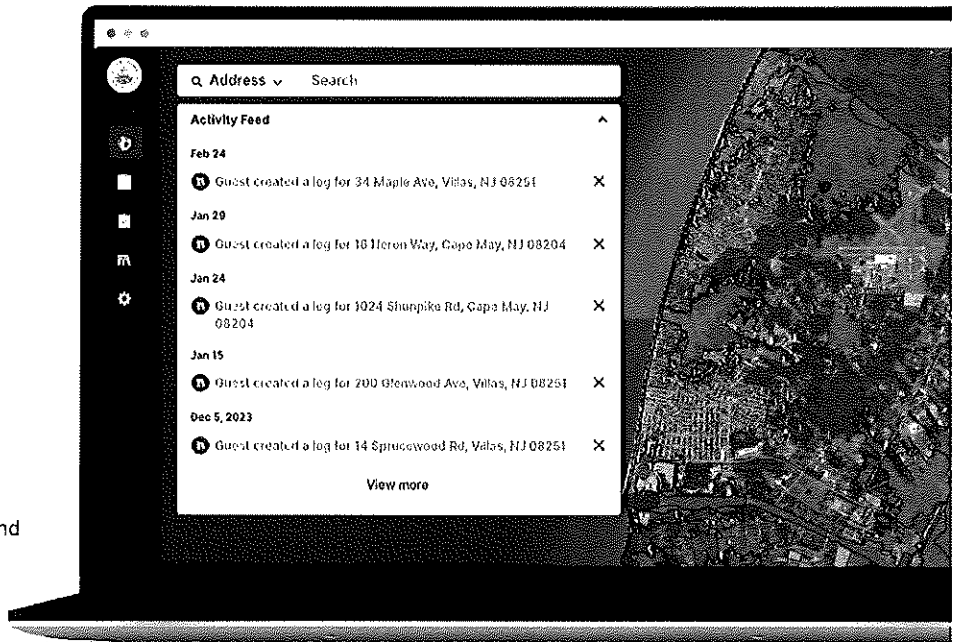
March 2023 - March 2024

Dashboard

- 2 Active users
- 1,440+ Addresses Searched
- Significant engagement with documents viewed and uploaded per property
 - 145 total ECs uploaded
 - ~240 glogable issues detected
- 14 Resident Logs captured with 28 total Logs in your account

Public Website

- 700+ property profiles viewed with February being the strongest month with 424 total events!
- Significant engagement with residents requesting BFE and DFE
- 7 Get Help Forms submitted
- Residents are interacting with map layers, switching between FIRMs, and viewing Documents



FORERUNNER

RENEWAL

2024-2025 Renewal

The following pricing is for Lower Township's 2024-2025 renewal, scheduled for May 12, 2024.

Forerunner Renewal \$13,750

Annual License Cost \$13,750

Includes all current and new features included in the basic seat license for Forerunner

FORERUNNER

NEW & UPCOMING FEATURES

NEW FEATURES

Recently launched features & improvements

- **Image Carousels:** View all images of the property on the Overview Tab to supplement Google Images
- **Public Request BFE Option:** Will allow members of the public to request a BFE when one is not presented on the public property profile
- **Custom Account Search:** Search your account data by more parameters including address, parcel ID, Block & Lot
- **Repetitive Loss Data:** Add repetitive loss data to your dashboard showing number of and value of losses, plus warnings
- **Multi-factor Authentication:** Additional security for user account login
- **Disclaimer Configuration:** Update Internal dashboard and public website disclaimers via your account settings
- **Custom Warnings:** Add custom warning options to your account and update warning text on individual properties
- **Get Help Customizations:** Change Get Help options and route submissions to different emails
- **Account Logos:** Update account settings on your own, including your community's brand showcased on your public website
- **Disclaimer Update:** Customization of Internal and public website disclaimers.
- **Zoom to Location:** Allow users to zoom to physical location on app
- **Inspections:** Convenient and efficient way to collect and document information about a property while on-site and out in the field.
- **Add Status to Logs:** Track status on resident logs and manage them to completion
- **View property on Google Streetview:** Users can view the Google streetview for any specific property
- **Submissions:** Collect documents from the public for grants and other needs
- **Security Improvements:** Configure more complex password requirements
- **Public Website Map Explorer:** Allow the public to explore the City's maps in much greater detail
- **Warning configuration:** Configure account warnings to show up on the public website or be hidden
- **Ignore Issue Notes:** Add notes to the EC issues you ignore so others know why
- **Riverline BFEs & Cross-sections:** New map layer showing FEMA's riverline map layers
- **Measurement Tool:** Measure the distance between points on your map
- **Document Transcription:** Edit transcriptions for added accuracy
- **Document Uploads:** Upload documents other than ECs
- **Non-binary Map Layers:** Add vulnerability assessments, zoning maps, and other map layers that do not have definitely "in or out" geometries
- **Flood Zone Overrides:** Change a property's zone, BFE, DFE, Panel, Coastal A Determination and more
- **ArcGIS REST Service Integration:** Connect your parcel data to Forerunner for weekly, biweekly, or monthly updates

FORERUNNER

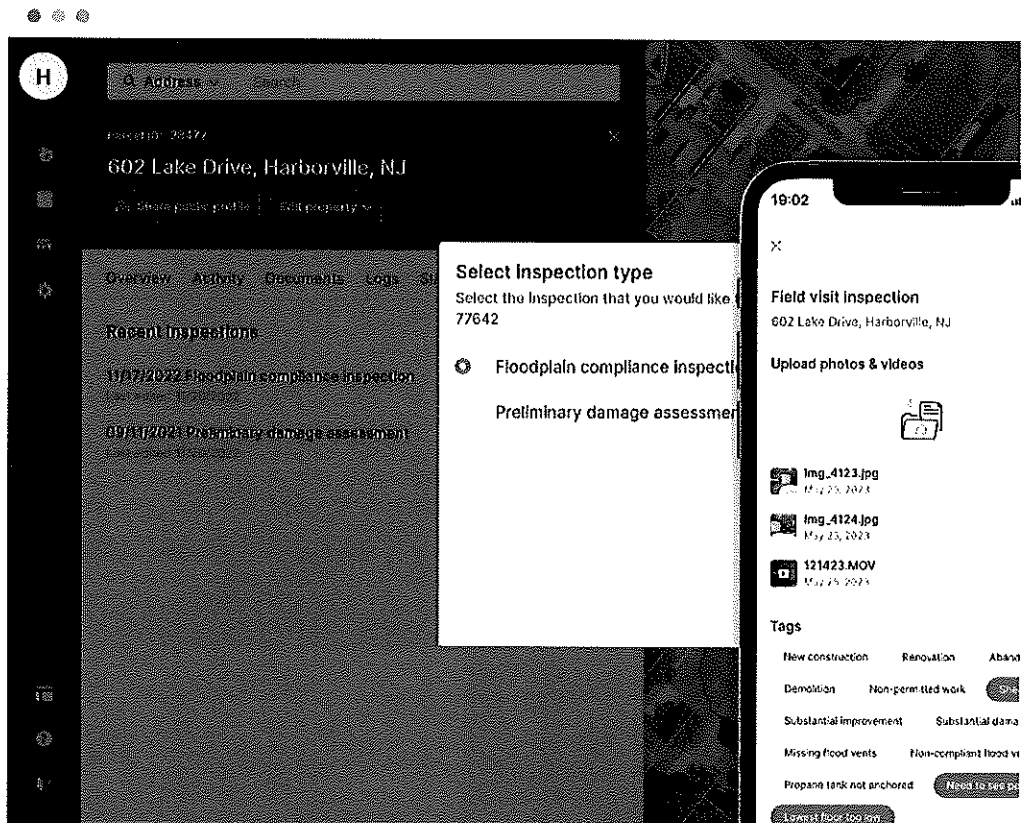
PRODUCT

Our Inspections feature enables per-property compliance checking.

Easily inspect properties for compliance, damages, etc.

Example uses: annual non-conversion inspections, post-disaster preliminary damage assessments, acquisition management

FORERUNNER



PRODUCT

Auto-generate letters with Forerunner.

Forerunner can auto-populate letters and forms to be sent to residents.

This feature streamlines resident communications around flood risk for applications ranging from CRS public communication to issuing Substantial Damage Letters.

FORERUNNER



X 6310 Gusty Trail Ln - Substantial Damage Determination Letter.pdf

Form fields Settings

Form fields

Current date	5/29/2023	...
Owner's Name	Susan & Bill M Lepis	...
Mailing Address	6310 Gusty Trail Ln	...
City	Houston	...
State	TX	...
Zip code	77041	...
Property Address	6310 Gusty Trail Ln	...
Project ID	(empty)	...
Account name	Harris County	...
SI/SD Entry 1 Date	4/5/2023	...
SI/SD Entry 1 Amount	\$45,250	...
SI/SD Entry 1 Percentage	34.4%	...
SI/SD Entry 1 Type	Substantial damage	...
SI/SD Entry 1 Note	Damage from Hurricane Harvey	...
SI/SD Entry 2 Date	1/1/2022	...
SI/SD Entry 2 Amount	\$24,500	...
SI/SD Entry 2 Percentage	22.3%	...
SI/SD Entry 2 Type	Substantial improvement	...



Substantial Damag

5/29/2023

Susan & Bill M Lepis
6310 Gusty Trail Ln
Houston, TX 77041

Re: Notification of Substantial Damage from Flooding
6310 Gusty Trail Ln
Project ID:

Dear Homeowner:

As part of disaster recovery efforts, Harris County and FEMA check the damage of each home that had significant flood on this damage assessment and as required by FEMA regulations, it has been determined that your home was determined was made by comparing the COH/FEMA cost to restore your home to its pre-damage condition to the market value). When the cost to repair equals or exceeds 5% of the home, the work is repair of substantial damage.

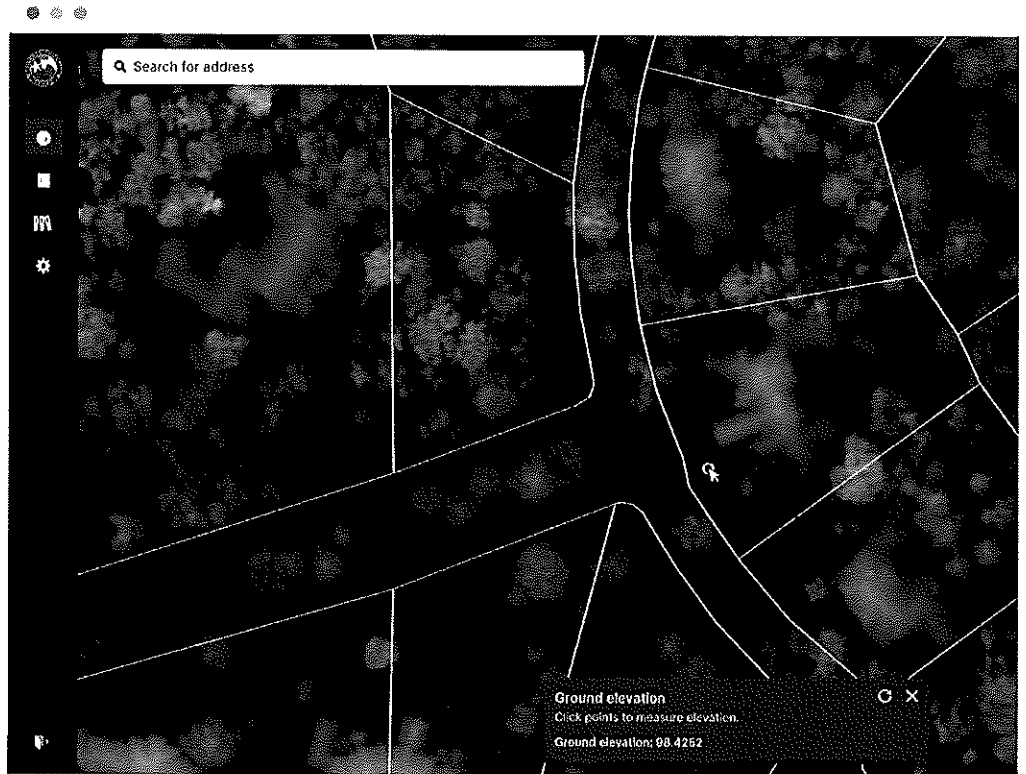
As a result of this determination, you are required to bring the property to its pre-damage condition.

PRODUCT

Incorporate additional elevation datasets to enable more advanced DFE tracking.

Forerunner can pull in raster datasets such as water surface elevation data and ground elevation data to help your teams determine the correct design flood elevation.

FORERUNNER



PRODUCT

Manage your Repetitive Loss Data in Forerunner.

Import your Repetitive Loss Data into Forerunner and control who is able to view Personally Identifiable Information (PII).

Easily look up repetitive loss statuses to make sure you're taking appropriate action on properties at risk.

FORERUNNER

Search for address

Parcel ID: 0341320190740

160 Leucadendra Dr, Coral Gables, FL 33156

Share public profile Edit property

Overview Activity SI/SD Documents Logs

Initial FIRM date 8/17/1971

Pre or Post-FIRM Pre-FIRM

Warning: Repetitive Loss Data contains Personally Identifiable Information which is protected by the Privacy Act. Please ensure that you keep this data private.

FEMA Repetitive Loss Data View data

Building attribute info NV0620 NAVDB8

Building diagram 1B

Top of bottom floor 71'

PRODUCT

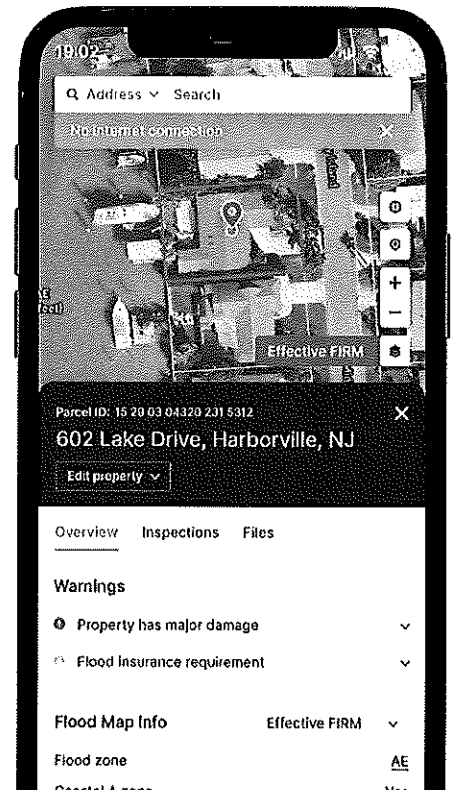
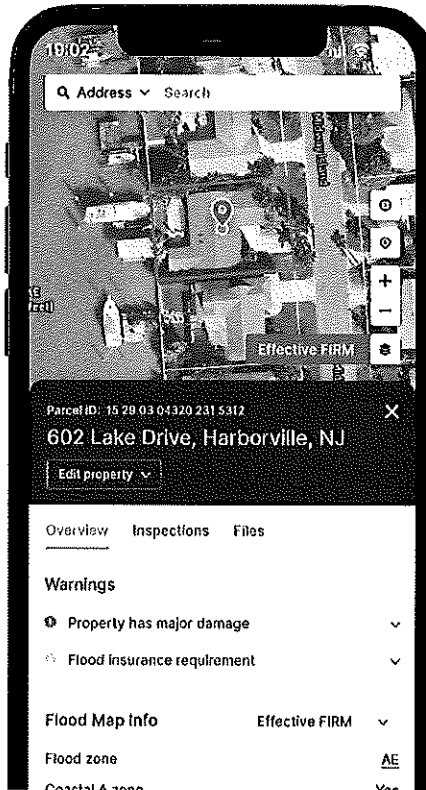
Easily connect your teams in the field to your teams in the office with Mobile + Mobile offline*

We have launched an iOS & Android app to make it easier than ever to connect your field team to collect crucial information, and record them in one place.

We will be launching an offline mode to support usage in low or no-service areas and increasing Forerunner's utility, especially in post-disaster scenarios.

*Mobile offline is an add-on feature.

FORERUNNER



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

RESOLUTION #2024-144

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH PROFESSIONAL PROPERTY APPRAISERS INC. FOR ASSESSOR FIELD PERSONNEL/DATA COLLECTOR FOR THE OUTSTANDING BACKLOG OF FIELD ASSESSMENTS FOR THE 2024 ADDED AND OMITTED LIST**

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, Professional Property Appraisers, Inc has provided the attached proposal in the amount of \$54,000.00, hiring Professional Property Appraisers Inc. will result in a significant acceleration in the completion of field assessments, effectively mitigating the backlog to meet the 2024 statutory deadlines; 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 4-01-20-150-299

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, a Professional Service Contract without public bidding is awarded as follows:

New Construction: Measure, inspect and encode new residential construction per parcel: \$70.00
Existing Parcels/Construction: Measure and encode for a fee of per parcel: \$50.00

Estimated 200 New Construction @ \$70.00	\$14,000.00
Estimated 800 Existing Parcels @ \$50.00	\$40,000.00
Total	\$54,000.00

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

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

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 April 15, 2024.

Julie A. Picard
Julie A Picard, Township Clerk

AGREEMENT

THIS AGREEMENT is made this 15 day of April, 2024 between

PROFESSIONAL PROPERTY APPRAISERS, INC.
P.O. Box 905
DELRAN, NJ 08075

(hereinafter referred to as "Appraisal Firm" or "Contractor"); and

TOWNSHIP OF LOWER
2600 BAYSHORE ROAD
VILLAS, NJ 08251

(hereinafter referred to as "Township").

WITNESSETH:

In consideration of the promises and agreements as set forth below, the Appraisal Firm and the Township agree as follows:

1. **Fee:** The appraisal firm will perform appraisals of added and omitted improvement inspection services. Charges will be as follows: 1.) Inspection of all Class 2 properties of new construction - a fee of \$70.00 per parcel, minimum assignment 15 parcels per assignment. 2.) Inspection of new condominiums - a fee of \$50.00 per parcel. 3.) Commercial new construction - a fee of \$250.00 per parcel. 4.) Additions to existing parcels - \$50 per parcel.

Based on the Estimated 200 New Construction parcels at \$70.00 per parcel for a total of \$14,000.00 and the Estimated 800 additions to Existing Parcels at \$50.00 per parcel for a total of \$40,000.00, the total is \$54,000.00 (Fifty-Four Thousand Dollars) to inspect and encode 1,000 parcels within Lower Township.

2. **CONFLICT OF INTEREST:** No commissioner or employee of the Cape May County Board of Taxation and no assessor of a taxing district within Cape May County shall have any interest whatsoever, directly or indirectly, as an officer,

stockholder, employee or any other capacity in the Firm.

The firm and its parent company and subsidiaries, if any, shall not represent any property owner or taxpayer filing a tax appeal with respect to the reassessment completed by the firm.

3. **SUBLETTING AND ASSIGNING CONTRACT:** The Appraisal Firm shall not assign or transfer the contract or any interest therein without first receiving written approval from the Township.
4. **CHANGE IN CONTRACT:** Changes in this contract will be permitted only upon written mutual agreement of the Appraisal Firm and the Township.
5. **PAYMENTS:** The Appraisal Firm shall submit monthly statements which, when approved by the designated municipal official, shall be paid.
6. **TERM:** This Contract shall be for a term of 12 months, commencing on the date written above.
7. **AFFIRMATIVE ACTION CLAUSE:** During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.

- (b) The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- (c) The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which It has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advertising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- (e) The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

- (f) The Contractor or Subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- (h) The Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- (i) The Contractor and its Subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8. **ARBITRATION:** Any dispute arising hereunder shall be resolved by arbitration pursuant to the Rules of the American Arbitration Association.

9. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed, by and

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

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

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

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

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

(c) Contractor shall be covered by Workers Compensation insurance as

required by the Laws of the State of New Jersey.

(d) Contractor shall carry Motor Vehicle insurance in the amount of \$2,000,000.00 limited liability coverage and \$2,000,000.00 uninsured motorist coverage.

(e) Contractor shall list the Township on each policy as an additional Insured and provide copies of all insurance declaration policies to the Township upon request.

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

The Parties agree to submit a copy of this Agreement to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement.

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

11. LIMITATION OF LIABILITY: Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or

consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

To the Township: Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251
Attention: Julie Picard, Township Clerk
Email: jpocard@townshipoflower.org

With a copy to: Stefankiewicz and Belasco, LLC
111 E. 17th Avenue, Suite 100
North Wildwood, New Jersey 08260

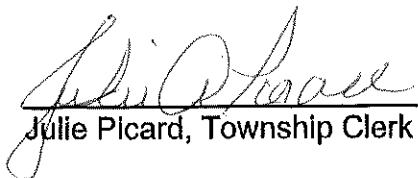
To Contractor: Professional Property Appraisers, Inc.
P.O. Box 905
Delran, New Jersey 08075

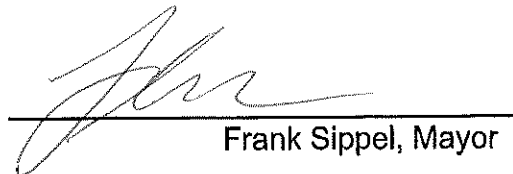
13. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. The Parties agree that any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be submitted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

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

ATTEST:


TOWNSHIP OF LOWER

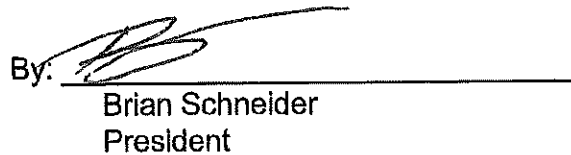

Julie Picard, Township Clerk


Frank Sippel, Mayor

PROFESSIONAL PROPERTY APPRAISERS, INC.

ATTEST:


Lisa Gatti

By: 
Brian Schneider
President

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

RESOLUTION #2024-145

Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH REMINGTON & VERNICK ENGINEERS FOR THE RECONSTRUCTION OF CRESSE LANE – FINAL ENGINEERING DESIGN & BIDDING SERVICE

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, Remington & Vernick Engineers have provided a proposal for Reconstruction of Cresse Lane (entire length west from Route 9) for Final Engineering Design and Bidding Services; and the CFO has certified the availability of funds in the following budget lines as evidenced her signature:

Appropriation: Ord #23-03 C-04-55-436-100

Signature: Lauren Read, CFO

WHEREAS, the Township Council desires to approve the proposal;

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

- 1. The Proposal between Remington & Vernick Engineers and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$ 8,500.00 is hereby approved.

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

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT. Rows for 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 April 15, 2024.

Handwritten signature of Julie A. Picard, Township Clerk.



REMINGTON
& VERNICK
ENGINEERS

4907 New Jersey Avenue
Wildwood, NJ 08260
O: (609) 522-5150
F: (609) 522-5313

January 31, 2024

Via Email

Gary Douglass, Superintendent
Department of Public Works
Township of Lower
771 Seashore Road
Cape May, NJ 08204

Subj: Township of Lower
Reconstruction of Cresse Lane (Entire length west from Route 9)
Proposal for Final Engineering Design and Bidding Services
2024-029

Dear Mr. Douglass:

REMINGTON & VERNICK ENGINEERS (RVE) is pleased to present this proposal to provide final design and bidding services for the Reconstruction of Cresse Lane project (entire length west from Route 9).

This project is substantially designed, and we have prepared an opinion of probable construction cost, which is enclosed. As you will note, the estimated cost of construction is \$249,950.00, including ten percent (10%) contingencies. Please note that these costs are based on a typical pavement reconstruction by pulverization with stabilized oil injection (PSO).

A. SCOPE OF SERVICES

1.) Final Engineering Design and Bidding Services

- a. Finalize Drafting and Engineering Design
- b. Preparation of Bid Documents
- c. Bid Coordination

B. EXCLUSIONS

- Permits
 - The Township will pay the permit application fees directly to the Cape-Atlantic Soil Conservation District.
- Storm drainage
- Survey, legal descriptions, and other services to established easements on private property
- Construction Phase Services

C. PROFESSIONAL FEES

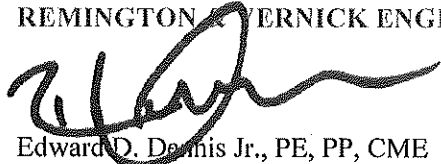
RVE will provide these services for a total not to exceed fee of **\$8,500.00**. Compensation for Final Engineering Design and Bidding Services will be on an hourly basis in accordance with our contracted Schedule of Billable Hourly Rates.

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Township of Lower
Proposal 2024-029

We trust the information provided meets your requirements. Work will begin immediately upon receipt of a Notice to Proceed. Remington & Vernick Engineers looks forward to the opportunity of working with the Township to successfully complete this project.

Should you have any questions or require additional information, please do not hesitate to contact me or Lia Domico at our Wildwood office at (609) 522-5150.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



Edward D. Dennis Jr., PE, PP, CME
Principal



Lia Domico
Project Manager

EDD/LJD

cc: Michael Laffey, Township Manager (via email)
Anthony Chadwell, RVE (via email)
James Oris, RVE (via email)
Tina Marie Scott, RVE (via email)



OPINION OF PROBABLE COST

PROJECT NAME: Cresse Lane (Entire length west from Route 9)
 CLIENT: Lower Township
 DATE: 1/31/2024
 PREPARED BY: LJD

#	DESCRIPTION	UNITS	CRESSE	SHERRIFF TAYLOR	PLAN QUANTITY	IF & WHERE DIRECTED	BID QUANTITY	ESTIMATED UNIT PRICE	AMOUNT
BASE BID									
1	CLEARING SITE	LS			1	0	1	\$20,000.00	\$20,000.00
2	MAINTENANCE AND PROTECTION OF TRAFFIC	LS			1	0	1	\$5,000.00	\$5,000.00
3	POLICE TRAFFIC DIRECTORS (IF & WHERE DIRECTED)	HOURL			0	40	40	\$80.00	\$3,200.00
4	FUEL PRICE ADJUSTMENT	DOLLAR			500	0	500	\$1.00	\$500.00
5	ASPHALT PRICE ADJUSTMENT	DOLLAR			500	0	500	\$1.00	\$500.00
6	FULL-DEPTH RECLAMATION	SY			4194	406	4,600	\$15.00	\$69,000.00
7	STABILIZING AGENT, BITUMINOUS MATERIAL	GALLON			8,388	812	9,200	\$4.00	\$36,800.00
8	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON			503	57	560	\$120.00	\$67,200.00
9	EXCAVATION, UNCLASSIFIED	SY			536	64	600	\$10.00	\$6,000.00
10	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY			536	64	600	\$12.00	\$7,200.00
11	HOT MIX ASPHALT PAVEMENT REPAIR	SY			15	5	20	\$15.00	\$300.00
12	CONCRETE GUTTER, 8" THICK	LF			58	2	60	\$40.00	\$2,400.00
13	TOPSOILING, 5" THICK	SY			1,200	100	1,300	\$2.50	\$3,250.00
14	FERTILIZING AND SEEDING	SY			1,200	100	1,300	\$4.00	\$5,200.00
15	TRAFFIC MARKINGS LINES, 24"	LF			14	6	20	\$25.00	\$500.00
16	TRAFFIC STRIPES, 4"	LF			100	0	100	\$1.00	\$100.00
OPINION OF PROBABLE CONSTRUCTION COST TOTAL:								\$227,150.00	
TEN PERCENT (10%) CONSTRUCTION CONTINGENCY:								\$22,800.00	
TOTAL OPINION OF PROBABLE CONSTRUCTION COST WITH CONTINGENCY:								\$249,950.00	

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

RESOLUTION #2024-146

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on April 15, 2024 that an Executive Session closed to the public shall be held on this date at approximately 5:42 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	<i>[initials]</i>		<i>[initials]</i>				
COOMBS		<i>[initials]</i>	<i>[initials]</i>				
ROY			<i>[initials]</i>				
PERRY			<i>[initials]</i>				
SIPPEL			<i>[initials]</i>				

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 April 15, 2024

[Signature]
Julie A Picard, Township Clerk