

April 21, 2025 Signed Resolutions

- Res. #2025-164 Authorization for the Payment of Vouchers \$361,439.86
- Res. #2025-165 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Recycling Tonnage Grant \$36,957.49)
- Res. #2025-166 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A: 4-87, Chapter 159 (Local Rec Improvement Grant \$92,000)
- Res. #2025-167 Authorization for the Payout of Accumulated Compensatory Time (M. Perry \$10,323.08)
- Res. #2025-168 A Resolution of the Township of Lower Canceling Certain Taxes per Agreement/Resolution
- Res. #2025-169 Authorizing the Disposal of Township of Lower Surplus No Longer Needed for Public Use
- Res. #2025-170 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. #2025-171 Bid Acceptance and Contract Award for the Third-Party Management of the Lower Township Police Department's Outside Contract (Extra Duty) Program
- Res. #2025-172 A Resolution Requesting that the County of Cape May Relocate A Pedestrian Crosswalk Located on Sunset Boulevard (CR606) in Connection With its Shared Use Pathway and Road Reconstruction Project

Resolution # 2025-164

Lower Township
Bill List By Vendor Id

Ranges		Item Status	Purchase Types	Misc			
<i>Range: First to Last</i>		<i>Open: N</i>	<i>Bid: Y</i>	<i>P.O. Type: All</i>			
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>	<i>State: Y</i>	<i>Include Project Line Yes</i>			
		<i>Paid: N</i>	<i>Other: Y</i>	<i>Items:</i>			
		<i>Held: Y</i>	<i>Exempt: Y</i>	<i>Format: Condensed</i>			
		<i>Aprv: N</i>		<i>Include Non-Budgeted: Y</i>			
		<i>Rcvd: Y</i>		<i>Vendors: All</i>			
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00110		ANCO HOME CENTER	~				
25-00506	02/20/25	HEATERS FOR TREASURES OFFICES	Open	\$289.96	\$0.00		
25-00901	04/07/25	RDS/SIGNS/BLDG/DPW	Open	\$548.01	\$0.00		
25-00930	04/09/25	SALT FOR SOFTENER	Open	\$115.95	\$0.00		
25-00977	04/14/25	RDS/SIGN/BLDG/DPW	Open	\$162.73	\$0.00		
		Vendor Total:		\$1,116.65			
00153		ATLANTIC CITY ELECTRIC*					
25-01006	04/15/25	STREET LIGHTS 3/1- 3/31/2025	Open	\$39,236.01	\$0.00		
00189		AUSTINS SPORTS CENTER					
25-00746	03/21/25	SPRING SOCCER SHIRTS	Open	\$2,209.60	\$0.00		
00199		AUTO ZONE INC					
25-00903	04/07/25	MATERIALS VEHICLES/DPW	Open	\$252.18	\$0.00		
00301		BELMONT AND CRYSTAL SPRINGS*					
25-00933	04/09/25	MONTHLY- WATER- APRIL'25	Open	\$32.69	\$0.00		
25-00935	04/10/25	PD WATER DELIVERY APRIL 2025	Open	\$242.68	\$0.00		
25-00937	04/10/25	FS Water 04.01.25	Open	\$49.95	\$0.00		
25-00987	04/14/25	RENTAL COOLER/DPW	Open	\$2.50	\$0.00		
		Vendor Total:		\$327.82			
00630		CMC CHAMBER OF COMMERCE					
25-00447	02/11/25	2025 Membership Dues	Open	\$685.00	\$0.00		
00784		CAPE MAY STAR & WAVE					
25-00880	04/04/25	Legals - 3/26/2025	Open	\$64.50	\$0.00		
25-00992	04/14/25	April 9, 2025 Legals	Open	\$98.50	\$0.00		
		Vendor Total:		\$163.00			
01132		CUMMINS INC					
25-00994	04/14/25	CLEARWATER ANNUAL FULL SERVICE	Open	\$1,494.63	\$0.00		
01170		VERIZON WIRELESS* F/S					
25-00936	04/10/25	FS 02.27.25 03.26.25	Open	\$168.52	\$0.00		
01171		VERIZON WIRELESS - TOWNHALL					
25-01007	04/15/25	VERIZON WIRELESS 3/1- 3/28/25	Open	\$1,448.85	\$0.00		
25-01009	04/15/25	VERIZON WIRLESS 2/24-3/23/25	Open	\$464.37	\$0.00		
		Vendor Total:		\$1,913.22			
01200		DELTA DENTAL PLAN OF NJ					
25-00889	04/04/25	MARCH 2025 DENTAL CLAIMS	Open	\$14,668.40	\$0.00		
01267		EDWARD DONOHUE					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01267		EDWARD DONOHUE					
							<i>Account Continued</i>
25-00944	04/14/25	RETIREE HEALTH/RX INSURANCE	Open	\$84.00	\$0.00		
01269		DISCOUNT HYDRAULICS*					
25-00906	04/07/25	HYDRAULIC HOSE/DPW	Open	\$1,520.19	\$0.00		
25-00989	04/14/25	PARTS /DPW	Open	\$20.05	\$0.00		
		Vendor Total:		\$1,540.24			
01480		E-Z PASS					
25-00882	04/04/25	REPLENSIH DPW EZ PASS	Open	\$100.00	\$0.00		PC1
01657		GOPHER SPORT ~					
25-00709	03/18/25	TABLETOP SCOREBOARDS/GOAL NET	Open	\$1,537.80	\$0.00		
01690		GRANTURK EQUIPMENT CO*					
25-00993	04/14/25	WATER FILTER/DPW	Open	\$2,351.97	\$0.00		
01741		GENTILINI CHEVROLET, LLC ~					
25-00902	04/07/25	INSPECTION ON VEHICLES/DPW	Open	\$862.55	\$0.00		
25-00970	04/14/25	ROTOR/PAD KIT/DPW	Open	\$818.97	\$0.00		
		Vendor Total:		\$1,681.52			
01873		HOME DEPOT*					
25-00368	02/03/25	SUPPLIES/DPW/FEB.	Open	\$382.82	\$0.00		
25-00833	03/27/25	ECHO 8 INCH BLADE KIT	Open	\$99.94	\$0.00		
		Vendor Total:		\$482.76			
02025		HUNTER JERSEY PETERBILT~					
25-00396	02/06/25	FUEL INJECTOR/DPW	Open	\$1,388.33	\$0.00		
02027		JESCO INC~					
25-00961	04/14/25	PARTS/DPW	Open	\$1,311.99	\$0.00		
02108		KEEN COMPRESSED GAS CO*					
25-00991	04/14/25	COMPRESSED GAS/DPW	Open	\$144.33	\$0.00		
02247		LAWSON PRODUCTS, INC. ~					
25-00905	04/07/25	SUPPLIES FOR GARAGE/DPW	Open	\$699.41	\$0.00		
03008		NJ DEPT OF TREASURY/FEES					
25-00825	03/27/25	WATER ALLOCATION FEES/BENNETTS	Open	\$240.00	\$0.00		
03305		PEDRONI FUEL*					
25-00951	04/14/25	NO LEAD GAS/DPW	Open	\$835.46	\$0.00		
03518		RIGGINS, INC.*					
25-00931	04/09/25	OFF ROAD HIGHWAY/DPW	Open	\$1,256.52	\$0.00		
03522		TSI INC					
25-00603	03/03/25	FS clean& calibrate fit-test	Open	\$1,537.82	\$0.00		
03573		SAFETY-KLEEN CORP*					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03573		SAFETY-KLEEN CORP*					<i>Account Continued</i>
25-00116	01/13/25	EQUIPMENT MAINTENANCE/DPW	Open	\$536.68	\$0.00		
25-00904	04/07/25	EQUIP MAINTENANCE/DPW	Open	\$536.68	\$0.00		
		Vendor Total:		\$1,073.36			
03611		SERVICE TIRE TRUCK CENTERS ~					
25-00955	04/14/25	TIRES/RD/SANT/PD/DPW/FEB	Open	\$5,930.06	\$0.00		
25-00956	04/14/25	TIRES/RD/SANT/PD/DPW/MARCH	Open	\$5,840.35	\$0.00		
		Vendor Total:		\$11,770.41			
03820		MUNICIPAL UTIL. AUTH ON CALL					
25-00120	01/13/25	REIMBURSE HALF TOTAL BILL/DPW	Open	\$693.00	\$0.00		
03821		TRANS AXLE*					
25-00695	03/12/25	PTO ASSEMBLY/DPW	Open	\$3,080.80	\$0.00		
25-00886	04/04/25	HYDRAULIC PUMP TRK 43	Open	\$1,039.11	\$0.00		
		Vendor Total:		\$4,119.91			
03844		GIACOMO TROMBETTA					
25-01003	04/14/25	MEDICAL REIMBURSEMENT	Open	\$73.74	\$0.00		
03863		TREASURER, STATE OF NEW JERSEY					
25-00884	04/04/25	JAN THRU MARCH REPORT	Open	\$14,036.00	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-00908	04/07/25	SUPPLIES FOR BUILDINGS/DPW	Open	\$527.29	\$0.00		
03917		STATE OF NJ DEPT OF CHILD/FAML					
25-00925	04/09/25	1st Quarter Marriage/CU fees	Open	\$375.00	\$0.00		
03971		VERIZON WIRELESS MDT POLICE					
25-00926	04/09/25	MARCH MDT	Open	\$1,237.86	\$0.00		
03985		VILLAS NAPA AUTO PARTS ~					
25-00369	02/03/25	RDS/SANT/RECY/DPW/FEB	Open	\$3,621.09	\$0.00		
03992		VAL-U AUTO PARTS LLC ~					
24-02876	11/01/24	RDS/SANT/DPW/DEC	Open	\$5,999.83	\$0.00		
04075		BARBER CONSULTING SERVICES LLC					
25-01000	04/14/25	INSTALLATION OF UPGRADE EQUIP	Open	\$1,687.50	\$0.00		
25-01001	04/14/25	MIS OT INVOICE 3180	Open	\$1,417.50	\$0.00		
		Vendor Total:		\$3,105.00			
04097		CINTAS FIRST AID AND SAFETY*					
25-00876	04/04/25	PD Supplies	Open	\$63.60	\$0.00		
25-00932	04/09/25	FIRST AID SUPPLIES/DPW	Open	\$98.79	\$0.00		
		Vendor Total:		\$162.39			
04261		STATE OF NEW JERSEY					
25-00942	04/10/25	2ND QTR 2024 UNEMPLOYMENT	Open	\$21,118.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
04266 25-00910	04/07/25	NJ DEPT OF HEALTH&SENIOR SVCS DOG LIC - MARCH, 2025	Open	\$153.60	\$0.00		
05083 25-00824 25-00848	03/27/25 03/31/25	ALLEGRA MARKETING,PRINT & MAIL UCC FORMS SPRING, 2025 NEWS LETTER	Open Open	\$675.00 \$380.00	\$0.00 \$0.00		
Vendor Total:				\$1,055.00			
6059 25-00888	04/04/25	USABLE LIFE APRIL 2025 LIFE INS	Open	\$918.00	\$0.00		
6063 25-00872 25-00907 25-00962	04/04/25 04/07/25 04/14/25	CAPE MINING & RECYCLING, LLC* ASPHALT/DPW ASPHALT/WOODCHIPS/CONCRETE/DF WOOD CHIPS/DPW	Open Open Open	\$197.66 \$2,634.04 \$203.00	\$0.00 \$0.00 \$0.00		
Vendor Total:				\$3,034.70			
6081 25-00899	04/07/25	SCOTT DOYLE LACROSSE OFFICIAL	Open	\$210.00	\$0.00		
7092 25-01013	04/16/25	TREASURER STATE OF NJ FIRE ENF 2025 Life Hazzard Renewal	Open	\$1,605.00	\$0.00		
7098 25-00947	04/14/25	SHORE VETERINARIAN ANIMAL ANIMAL CONTROL - MARCH 2025	Open	\$375.00	\$0.00		
7165 25-00900	04/07/25	NICOLE PERONE LACROSSE OFFICIAL	Open	\$280.00	\$0.00		
7354 25-00380	02/06/25	FLEETPRIDE INC.* SUPPLIES/BLDG/DPW/FEB.	Open	\$2,096.32	\$0.00		
7387 24-00233 25-00277	01/22/24 01/27/25	ERIC DANZE 2024 EQUIPMENT ALLOWANCE 2025 EQUIPMENT ALLOWANCE	Open Open	\$150.00 \$15.86	\$0.00 \$0.00		B
Vendor Total:				\$165.86			
7390 25-00896	04/07/25	DARA NATHAN LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
7430 25-00625	03/05/25	HUTCHINSON MECHANICAL SERV QUOTE FOR BOILER LOOK AT	Open	\$777.40	\$0.00		
7456 25-00878	04/04/25	SOUTH JERSEY WATER COND* YEARLY CHECK WATER SOFTENER	Open	\$188.70	\$0.00		
7555 25-00990	04/14/25	LORCO PETROLEUM SERVICES* USED OIL/DPW	Open	\$132.28	\$0.00		
7636 25-00891	04/04/25	MOTT MACDONALD LLC ZBA MOTT MACDONALD VOUCHER	Open	\$510.25	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7636		MOTT MACDONALD LLC					
							<i>Account Continued</i>
7792		JPMONZO MUNICIPAL CONSULTING *					
25-00952	04/14/25	WEBINAR 4/24/25 10AM-12PM	Open	\$50.00	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$28,327.94	\$0.00		B
24-03345	12/06/24	2024-390 CO 1 ADA RAMP C056	Open	\$3,738.75	\$0.00		
24-03368	12/06/24	#24-372 BAY OUTFALL EXT #C059	Open	\$1,757.50	\$0.00		B
24-03369	12/06/24	2024-373 MS4 PERMIT PROG #C060	Open	\$145.00	\$0.00		B
24-03455	12/19/24	#24-402 BEACH/DEL DNE 38K C061	Open	\$10,612.50	\$0.00		
25-00446	02/11/25	RES 2025-61 CARDINAL LT-C-062	Open	\$1,305.00	\$0.00		B
25-00517	02/21/25	2025-103 DEL BAY DR PUMP C064	Open	\$6,376.25	\$0.00		B
25-00696	03/12/25	RES#25-120 CO#3 CANAL PARK	Open	\$2,926.25	\$0.00		
25-00778	03/24/25	RES #25-136 POOL BUILDING	Open	\$2,290.00	\$0.00		
25-00779	03/24/25	ZBA BOARD ENGINEER VOUCHERS	Open	\$5,461.35	\$0.00		
		Vendor Total:		\$62,940.54			
7929		AMAZON CAPITAL SERVICES, INC ~					
25-00711	03/18/25	BOLT HINGED FASTENERS FOR SHOP	Open	\$379.38	\$0.00		
25-00766	03/21/25	MOTOR GREASE TUBES	Open	\$105.95	\$0.00		
25-00783	03/24/25	PARTS FOR COUNTY VEHICLE	Open	\$291.44	\$0.00		
25-00835	03/27/25	FRAMING NAILER & EQUIP SENSOR	Open	\$394.97	\$0.00		
25-00877	04/04/25	POLICE SUPPLIES	Open	\$192.31	\$0.00		
25-00892	04/04/25	CANOPY TENTS	Open	\$1,062.20	\$0.00		
25-00998	04/14/25	OFFICE SUPPLIES	Open	\$359.93	\$0.00		
		Vendor Total:		\$2,786.18			
8168		CMRS-FP ACTT# 106000865324					
25-00781	03/24/25	TOWNHALL POSTAGE- MARCH	Open	\$50,000.00	\$0.00		
8463		FORERUNNER INDUSTRIES INC *					
25-00873	04/04/25	CRS Floodplain Software	Open	\$14,437.00	\$0.00		
8493		SAMUEL GELLURA					
24-00242	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$116.06	\$0.00		
25-00286	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
		Vendor Total:		\$266.06			
8517		STEWART BUSINESS SYSTEMS *					
25-01002	04/14/25	7/1/24-12/31-24 AND BASE CONT	Open	\$2,481.18	\$0.00		
8706		GOLDENBERG, MACKLER & SAYEGH					
25-00885	04/04/25	Twp Foreclosure	Open	\$111.40	\$0.00		
8723		HOFFMAN INTERNATIONAL INC*					
25-00203	01/21/25	PARTS FOR LEAF TURNER/DPW	Open	\$1,579.63	\$0.00		
8735		SURENIAN EDWARDS & NOLAN LLC					
25-00482	02/13/25	AFF HOUSING RES #2025-15	Open	\$2,306.50	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8771		JAMES WHITESELL					
25-00943	04/11/25	MEDICAL REIMBURSEMENT- VISION	Open	\$315.00	\$0.00		
25-01005	04/15/25	VISION REIMBURSEMENT	Open	\$145.00	\$0.00		
		Vendor Total:		\$460.00			
8772		RSK DOUGHNUTS					
25-00700	03/12/25	EGG HUNT- COFFE/DONUTS	Open	\$720.00	\$0.00		
8908		COMCAST BUISNESS PHONES					
25-01004	04/15/25	COMCAST BUSINESS PHONES-MAY	Open	\$1,316.18	\$0.00		
8909		COMCAST BUSINESS PD INTERNET					
25-01008	04/15/25	COMCAST BUSINESS- ETHERNET	Open	\$984.95	\$0.00		
8978		BARRY COHEN					
25-00895	04/07/25	LACROSSE OFFICIAL	Open	\$105.00	\$0.00		
9026		STARR SEPTIC LLC					
25-00822	03/27/25	GREASE TRAP CLEAN-OUT/MILLMAN	Open	\$200.00	\$0.00		
25-00823	03/27/25	SEPTIC PUMPING/FREEMAN DOUGLA	Open	\$725.00	\$0.00		
25-00958	04/14/25	LUXURY BATHROOM/JAN	Open	\$948.00	\$0.00		
25-00959	04/14/25	LUXURY BATHROOM/DPW/MARCH	Open	\$948.00	\$0.00		
		Vendor Total:		\$2,821.00			
9075		WEJCONSULTING LLC					
25-00653	03/07/25	FS radios 7/800	Open	\$10,300.00	\$0.00		
9136		SIMONS SAYS LLC					
25-00831	03/27/25	FS 2025 LCMRHS assembly5/30/25	Open	\$1,500.00	\$0.00		
9169		EB EMPLOYEE SOLUTIONS LLC					
25-00941	04/10/25	DIFF CARD ADMIN APRIL 2025	Open	\$3,825.25	\$0.00		
9256		UNITED ELECTRIC SUPPLY CO INC					
25-00670	03/10/25	T5 LIGHTBULBS	Open	\$222.92	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
25-00021	01/03/25	RES#2025-01 DNE\$150K EXPENSES	Open	\$10,921.00	\$0.00		
9317		VERIZON CONNECT FLEET USA LLC					
25-00887	04/04/25	FLEET GPS 3/1-3/31/25	Open	\$198.90	\$0.00		
9345		LINDSEY SELBY					
25-00940	04/10/25	REIMBURSEMENT-COACH	Open	\$25.73	\$0.00		
9354		AEHG LLC- MR APPLIANCE					
25-00714	03/18/25	DIAGNOSTIC CHARGES-MILLMAN	Open	\$842.93	\$0.00		
9358		ANDREW AND KELLY BARBER					
25-00756	03/21/25	Return of unused escrow	Open	\$46.30	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9365 25-00897	04/07/25	MICHAEL DOUGHERTY LACROSSE OFFICIAL	Open	\$70.00	\$0.00		
9368 25-00871	04/03/25	PURDY COLLISION DEDUCTIBLE TK47 AUTO ACCIDENT	Open	\$1,000.00	\$0.00		
9369 25-00875	04/04/25	GKA HOMES, LLC RELEASE OF DEMO BOND	Open	\$4,000.00	\$0.00		
9370 25-00927	04/09/25	AMANDA-LYN PIERCE REIMBURSEMENT-SOCCER	Open	\$15.00	\$0.00		
BLAUE 22-02882	11/17/22	BLAUER ASSOCIATES INC* 2023 SCPF APPLICATION CONSULT	Open	\$450.00	\$0.00		B
23-02899	11/13/23	RES 23-372 FY24 SCPF ADA POOL	Open	\$400.00	\$0.00		B
		Vendor Total:		\$850.00			
BOSNA 25-00945	04/14/25	KAREN MANETTE BOSNA YOGA- MONTH OF MARCH '25	Open	\$230.00	\$0.00		
JUSTF005 25-00702	03/12/25	SHANNON NAGEL FACE PAINTER/EGG HUNT	Open	\$300.00	\$0.00		
NJTAX 25-00893	04/07/25	NEW JERSEY DIV. OF TAXATION	Open	\$26,655.54	\$0.00		
SEAGE 25-00117	01/13/25	SEAGEAR MARINE SUPPLY* SUPPLIES FOR RDS/DPW/JAN	Open	\$88.50	\$0.00		
TOMTO005 25-00898	04/07/25	TOM TOTO LACROSSE OFFICIAL	Open	\$70.00	\$0.00		

Total Purchase Orders: 131 Total P.O. Line Items: 0 Total List Amount: \$361,439.86 Total Void Amount: \$0.00

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

RESOLUTION #2025-164

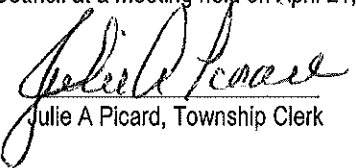
Title: AUTHORIZING PAYMENT OF VOUCHERS

VENDOR CHECK # DESCRIPTION AMOUNT

TOTAL MANUAL CHECKS: \$
 TOTAL COMPUTER GENERATED: \$ 361,439.86
 TOTAL BILL LIST \$ 361,439.86

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025.


 Julie A Picard, Township Clerk

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

RESOLUTION #2025-165

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 \$36,957.49 for an item of revenue in the budget of the year 2025 as follows:

Miscellaneous Revenues –	
Revenue Offset with Appropriations -	Recycling Tonnage Grant
Total with increase to be	\$ 36,957.49

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$36,957.49 be and the same is hereby appropriated under the caption of:

General Appropriations –	
Public & Private Programs Offset by Revenues -	Recycling Tonnage Grant
State/Federal Share	\$ 36,957.49
Non State Share	\$
Total with increase to be	\$ 36,957.49

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			
WAREHAM		X	X			
ROY			X			
COOMBS			X			
SIPPEL	X		X			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025.


Julie A. Picard, Township Clerk

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

RESOLUTION #2025-166

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 \$92,000.00 for an item of revenue in the budget of the year 2025 as follows:

Miscellaneous Revenues –	
Revenue Offset with Appropriations -	Local Recreation Improvement Grant
Total with increase to be	\$ 92,000.00

SECTION 2.

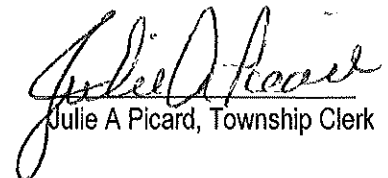
BE IT FURTHER RESOLVED that a like sum of \$92,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –	
Public & Private Programs Offset by Revenues -	Local Recreation Improvement Grant
State/Federal Share	\$ 92,000.00
Non State Share	\$
Total with increase to be	\$ 92,000.00

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025.


 Julie A Picard, Township Clerk

FY 2025 Local Recreation Improvement Grant - Awards

Agency Name	County Name	Award Amount
Audubon Borough	Camden	\$80,000
Audubon Park Borough	Camden	\$78,091
Berlin Borough	Camden	\$82,000
Camden City	Camden	\$88,000
Clementon Borough	Camden	\$89,000
Collingswood Public School District	Camden	\$25,358
Gloucester Township	Camden	\$82,687
Haddonfield Borough	Camden	\$84,000
Lindenwold Borough	Camden	\$89,980
Mount Ephraim Borough	Camden	\$25,025
Waterford Township	Camden	\$85,000
Winslow Township	Camden	\$87,000
Woodlynne Borough	Camden	\$92,000
Avalon Borough	Cape May	\$84,000
Dennis Township School District	Cape May	\$83,000
Lower Township	Cape May	\$92,000
Lower Township Board of Education	Cape May	\$74,916
Middle Township Board of Education	Cape May	\$92,000
Upper Township	Cape May	\$86,000
West Cape May Boro Board of Education	Cape May	\$84,000
West Cape May Borough	Cape May	\$85,000
Commercial Township	Cumberland	\$90,000
Cumberland County	Cumberland	\$84,000
Cumberland Regional School District	Cumberland	\$86,000
Downe Township	Cumberland	\$83,000

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

RESOLUTION # 2025-167

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 Perry in the amount of 10,323.08 is authorized and chargeable to the 2025 Budget account 5-01-25-240-125.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held April 21, 2025.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: SFC. Michael Perry
DATE: April 9, 2025
SUBJECT: Comp Time Pay Out

Sir,
I am submitting this special report as a request to cash in 172.00 hours of comp time.
Thank you for your consideration in this matter.

Respectfully Submitted,

172 X 60.0179 = \$10,323.08

SFC. M. Perry #178

Michael Perry
SFC Badge 178

C File

Date	Officer	Comments
4-9-25	Capt. Majac #170	FWD to D.C. Vansman (Time verified)
4-9-25	D.C. Vansman #174	FWD TO CHIEF LEWIS
4-10-25	181 (KEL)	SENT TO TOWN HALL

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

RESOLUTION #2025-168

Title: A RESOLUTION OF THE TOWNSHIP OF LOWER CANCELING CERTAIN TAXES
PER AGREEMENT/RESOLUTION

WHEREAS, the tax status of the DRBA is governed by the Delaware-New Jersey Compact, as set forth in N.J.S.A. 32:11E-1; and

WHEREAS, the Compact provides that one essential governmental function of the DRBA is to promote economic development; and

WHEREAS, by attempting to lease the Property to tenants the DRBA is promoting economic development; and

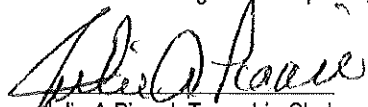
WHEREAS, certain taxes became due on the properties listed below after the DRBA began attempting to lease the Property to tenants, and per Agreement and Resolution #2020-272, the DRBA is not responsible for said tax.

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 property tax be cancelled and the Tax Collector is hereby directed to cancel the following tax:

<u>Block</u>	<u>Lot</u>	<u>Reason</u>	<u>Amount</u>
410.01	36.25	Cancel Tax per DRBA Agreement Abandoned property	\$ 573.77

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025


Julie A. Picard, Township Clerk

Block/Lot/Qual: 410.01 36.25	Owner: CAPE MAY COUNTY	APR 2: N	Bankruptcy: N
Property Location: 351 RANGER ROAD UNIT 2	Address: 351 RANGER ROAD UNIT 2	Municipal Lien: N	Assignment: N
Interest Date: 04/22/25	RIO GRANDE, NJ	Outside Lien: N	Sp Charges: N
Last Payment Date: 06/25/24			

other Delinquent Balances: 0.00 other APR 2 Threshold Amt: 0.00

Balance Type	Year	Prd	Date	Billed	Prn Balance	Rate	Per Diem	#Days	Interest	Total
Tax	2024	3	08/01/24	273.75	273.75	8.00	0.060833	261	15.88	289.63
Tax	2024	4	11/01/24	<u>273.74</u>	<u>273.74</u>	8.00	<u>0.060831</u>	171	<u>10.40</u>	<u>284.14</u>
			Total:	547.49	547.49		0.121664		26.28	573.77

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

RESOLUTION #2025-169

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

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

<u>ITEM</u>	<u>FIXED ASSET #</u>	<u>REASON</u>
Neopost Folding Machine	3225	Not Sold on GovDeals
Four Drawer Filing Cabinet	1002	Not Sold on GovDeals
Four Drawer Filing Cabinet	0802	Not Sold on GovDeals
Four Drawer Filing Cabinet	1069	Not Sold on GovDeals
Color Laser Jet Pro Printer	4715	Not Sold on GovDeals
View Sonic 24in Monitor	2586	Not Sold on GovDeals
Sony Handy Cam Video Camera	2532	Not Sold on GovDeals
Canon DVD Camcorder	N/A	Not Sold on GovDeals
Nikon Cool Pix 7900	2145	Not Sold on GovDeals
HP Laser Jet Printer	2331	Not Sold on GovDeals
HP Photo Smart	N/A	Not Sold on GovDeals
Fuji Film Fine Pix S2950	N/A	Not Sold on GovDeals

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to dispose of said item.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025 .


 Julie A. Picard, Township Clerk

ASSETS CLOSED NO BIDS	DISPOSAL	LOCATION
FA#3225	NEOPOST FOLDING MACHINE	ACROSS FROM SAFE
FA#1002	FOUR DRAWER FILING CABINET	MANAGER OFFICE
FA#0802	FOUR DRAWER FILING CABINET	MANAGER OFFICE
FA#1069	FOUR DRAWER FILING CABINET	MANAGER OFFICE
FA#4715	COLOR LASER JET PRO PRINTER	ACROSS FROM SAFE
FA#2586	VIEW SONIC 24IN MONITOR	ACROSS FROM SAFE
FA#2532	SONY HANDYCAM VIDEO CAMERA	ACROSS FROM SAFE
FA#N/A	CANON DVD CAMCORDER	ACROSS FROM SAFE
FA#2145	NIKON COOL PIX 7900	ACROSS FROM SAFE
FA#2331	HP LASER JET PRINTER	ACROSS FROM SAFE
FA#N/A	HP PHOTOSMART	ACROSS FROM SAFE
FA#N/A	FUJIFILM FINEPIX S2950	ACROSS FROM SAFE

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

RESOLUTION #2025-170

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

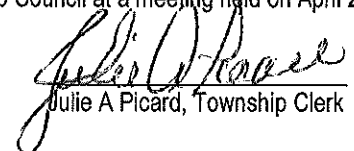
WHEREAS, in an effort to ensure that the expectations of the Township of Lower and the Delaware River and Bay Authority relative to the operation of the Summer Concert Series, and the rights and obligations of the Township of Lower and the Delaware River and Bay Authority are acknowledged and understood, 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				
WAREHAM		X	X				
ROY			X				
COOMBS			X				
SIPPEL	X		X				

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025.


 Julie A Picard, Township Clerk

SHARED SERVICE AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE DELAWARE RIVER AND BAY AUTHORITY

DATED

April 21, 2023

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 21 day of April, 2025 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 21, 2025 through August 31, 2025.

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 2025, commencing July 9, 2025 through August 27, 2025.
- 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 9, 2025	Soul Cruisers
July 16, 2025	Split Decision
July 23, 2025	E-Street Shuffle
July 30, 2025	Jimmy Kenny Band/Rock Beach Music
August 6, 2025	Fat Mezz
August 13, 2025	Amish Outlaws
August 20, 2025	Kick It Out
August 27, 2025	Don't Call Me Francis

- 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 2025, commencing July 9, 2025 through August 27, 2025.
- 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. One concert, to be selected by the Township of Lower Department of Parks and Recreation, 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 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.

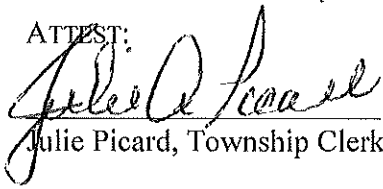
13. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed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

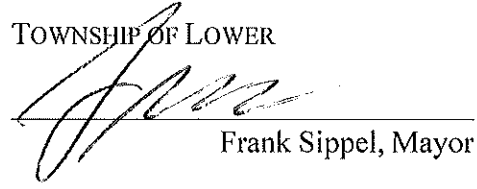
[SIGNATURES BEGIN ON THE NEXT PAGE]

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

ATTEST:


Julie Picard, Township Clerk


TOWNSHIP OF LOWER


Frank Sippel, Mayor

ATTEST:

DELAWARE RIVER AND BAY AUTHORITY

Certain Underwriters at Lloyd's led by Managing Agent: Jimcor Agency, Inc.

Endorsement No :		SLA#: 00574-25-03693	
Insurance is effective with certain Underwriters at Lloyd's, London			
Percentage 100%			
The Intermediary negotiating this insurance on behalf of the Correspondent is: Miller Insurance Services LLP-Miller 70 Mark Lane UK, EC3R 7NQ			
This Declaration Page is attached to and forms part of policy			
Policy No: M11112663		Prior Policy No: M11112255	
Name and Mailing Address of the Insured: Linda & Kevin Donohue 609 Atlantic Avenue Cape May, NJ 08204		Producer Name and Address: Anchor Insurance Agency, Inc. 3500 Route 9, South P.O. Box 215 Rio Grande, NJ 08242 (609) 886-4400	
Policy Period: From: 03/20/2025 To: 03/20/2026 12:01 A.M. standard time at the Insured's Residence Premises.			
The Residence Premises covered by this policy is located at the address of the insured shown above unless otherwise stated: 609 Atlantic Avenue, Cape May, NJ 08204			
Coverage is Provided only where a limit of liability or a premium is shown for the coverage			
Coverage Form: HO3			
SECTION I-PROPERTY COVERAGES		SECTION II-LIABILITY COVERAGES	
A. DWELLING	\$ 180,000	E. PERSONAL LIABILITY	\$ 300,000
B. OTHER STRUCTURES	\$ 18,000	F. MEDICAL PAYMENTS	\$ 1,000
C. PERSONAL PROPERTY	\$ 54,000		
D. LOSS OF USE	\$ 18,000		
SECTION I PREMIUM:	\$ 1,682.00	SECTION II PREMIUM:	\$ 271.00
SECTION I DEDUCTIBLES: <i>IN CASE OF LOSS UNDER THIS POLICY, WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE STATED</i>		Taxes and Fees:	
ALL OTHER PERIL	\$1,000	Inspection Fee	\$24.50
THEFT	\$2,500	Agency Fee PL	\$50.00
WATER DAMAGE	\$2,500	Surplus Line Tax	\$97.65
WIND/HAIL	\$5,000		
Wind/Hail Form (if applicable)	HO 0332	TOTAL PREMIUM: \$	1,953.00
		TOTAL PREMIUM incl Taxes and Fees \$	2,125.15
FORMS AND ENDORSEMENT MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE: SEE ATTACHED JCFS-SCHEDULE OF FORMS AND ENDORSEMENTS			
RATING INFORMATION:			
OCCUPANCY	Owner	CONSTRUCTION	Frame
NO. OF FAMILIES	1	YEAR OF CONSTRUCTION	1968
PROTECTION CLASS	5	NO. OF STORIES	1
TERRITORY	8		
First Mortgagee: (Name and Address)		Second Mortgagee: (Name and Address)	
Agency Name and Address: Jimcor Agency, Inc. 60 Craig Road Montvale, NJ 07645			
Countersigned (Date) 03/09/2025		By:	
Current Date 03/09/2025			

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

RESOLUTION #2025-171

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR THE THIRD-PARTY MANAGEMENT OF THE LOWER TOWNSHIP POLICE DEPARTMENT'S OUTSIDE CONTRACT (EXTRA DUTY) PROGRAM**

WHEREAS, on January 22, 2025, the Township Council of the Township of Lower adopted Resolution #2025-74 authorizing the Township's Qualified Purchasing Agent to advertise a Request for Proposals, RFP #2025-01, for competitive contracting associated with the potential third-party management of the Lower Township Police Department's Outside Contract (extra duty) Program; and

WHEREAS, the Township of Lower advertised the request for Competitive Contract Proposals for the potential third-party management of the Lower Township Police Department's Outside Contract (extra duty) Program in the Cape May Star and Wave on January 29, 2025, which provided that interested parties could submit sealed proposals in response to RFP #2025-01, on or before February 19, 2025 at 11:00a.m.; and

WHEREAS, a total of five (5) sealed contract proposals were submitted and received by the Township of Lower's Purchasing Department; and

WHEREAS, in accordance with RFP #2025-01, the Township established an evaluation committee consisting of the Township Manager, the Township Human Resources and Deputy Manager, a Lieutenant from the Lower Township Police Department, and the Township Qualified Purchasing Agent to review and evaluate the submitted contract proposals based upon established evaluation criteria referenced within the RFP itself; and

WHEREAS, on April 16, 2025, the evaluation committee provided a written recommendation to Township Council as to who the committee believed was best suited to administer and manage the Lower Township Police Department's Outside Contract (extra duty) Program; and

WHEREAS, based upon the recommendation received from the evaluation committee, and its own review of the proposals, the Township Council of the Township of Lower finds that the proposal received from Hart Halsey, LLC, d/b/a Extra Duty Solutions, received the highest score and ranking from the evaluation committee, complied with the specifications outlined within RFP #2025-01, supplied all required bid documents, and offers a quality and level of service that is expected in connection with the management of the Outside Contract (extra duty) Program; and

WHEREAS, the Township CFO has certified that any expenditures made by the Township for outside police services in connection to this contract will be reimbursed by Hart Halsey, LLC, d/b/a Extra Duty Solutions as evidenced by her signature below:

Appropriation: N/A

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 contract is hereby awarded:

AWARD TO: Hart Halsey, LLC, d/b/a Extra Duty Solutions

TOTAL AMOUNT: No Cost to the Township

BE IT FURTHER REOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, does hereby authorize the Mayor and Clerk to execute an Agreement with Hart Halsey, LLC, d/b/a Extra Duty Solutions, in accordance with the terms and conditions of the proposal submitted to administer and manage the Lower Township Police Department's Outside Contract (extra duty) Program.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 21, 2025.


 Julie A Picard, Township Clerk

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

TO: Mayor and Council

FROM: Margaret Vitelli, QPA

DATE: April 17, 2025

Dear Mayor and Council,

On January 8, 2025, the Township of Lower received approval from the Division of Local Government Services to utilize the competitive contracting process in accordance with **N.J.S.A. 40A:11-4.3** of the Local Public Contracts Law and **N.J.A.C. 5:34-4 et seq.** This procurement method was formally authorized by the Township Council through **Resolution #2025-74**, adopted on January 22, 2025.

Competitive contracting allows contracting units to evaluate proposals based on pre-established evaluation criteria, offering greater flexibility than traditional bidding, which requires awarding contracts solely to the lowest responsible bidder. Following this authorization, the Township's Purchasing Agent solicited proposals from qualified third-party vendors for the **comprehensive administration and scheduling of all off-duty police details**, including service requests, scheduling, customer invoicing, and payment collection on behalf of the Township.

On February 19, 2025, the Township received proposals from five vendors in response to the Request for Proposals (RFP), published in the *Cape May Star and Wave*. The following firms submitted proposals:

1. Hart Halsey, LLC dba Extra Duty Solutions – Shelton, CT
2. RollKall Technologies, LLC – Irving, TX
3. Visual Computer Solutions (VCS) – Freehold, NJ
4. Power Details, LLC – Orlando, FL
5. Off Duty Management – Katy, TX

Evaluation Committee & Process

An Evaluation Committee was established to review the proposals. Members of the committee are directly involved in the administration of extra-duty assignments currently performed by Township personnel. The committee consisted of:

- **Margaret Vitelli**, Purchasing Agent (RFP Coordinator)
- **Christina Lewis**, Human Resources and Deputy Manager
- **Julie Picard**, Municipal Clerk
- **Sgt. Michael Perry**, Police Department

All committee members signed conflict of interest statements confirming they have no personal, financial, or professional affiliations with any of the proposers. Each member reviewed the proposals independently and then convened to finalize their evaluations.

Each proposal was scored on a 100-point scale based on the following criteria:

Criteria Maximum:

1. Staffing and Credentials/Qualifications of Personnel	30 Points
2. Project Understanding	30 Points
3. Compliance, Past Contracts, Professionalism, Program Quality	20 Points
4. Cost Factors and Pricing	20 Points
	Total 100 points

Summary of Proposals & Rankings:

RollKall Technologies, LLC RollKall provided a proposal for a cloud-based system available through iOS and Android phone applications. Township would be provided a local or toll-free number for customers to request service. The application is capable of push notifications, text message and email notifications for reminders, rescheduled assignments, cancelled assignments, etc. On-demand user-friendly reporting is available 24/7.

RollKall provided several references from agencies in Massachusetts, Maryland and Pennsylvania of comparable sizes, however, the company has no experience in the state of New Jersey. Respondent states in the proposal that they're capable of processing payment to the Township regardless of payment status from the customer.

The cost proposal is 14.5% of the total invoice, which is payable by the customer. The credit card processing is an additional fee of 2.99%.

Committee Total Score: 280 points Rank #5

Power Details LLC Power Details, LLC, a Florida-based corporation, submitted a proposal featuring a cloud-based platform designed to support a variety of access points, including mobile devices, web browsers, and a customer-facing application programming interface (API). This multi-channel functionality is intended to enhance accessibility and flexibility for both Township staff and service users.

The mobile application includes features such as push notifications, job reminders, and GPS-enabled clock-in and clock-out capabilities for time management and accountability.

The company provided limited references from agencies located in Louisiana, Nassau County, and Charlotte, North Carolina. However, Power Details has no current clients or operational experience in New Jersey.

The cost proposal is 8% of the total invoice, which is payable by the customer. The credit card processing is an additional fee of 3%.

Committee Total Score: 325 points Rank #4

Off Duty Management (ODM) Founded in 2016 and headquartered in Texas, Off Duty Management (ODM) submitted a proposal featuring its proprietary web-based platform, **OfficerTRACK**, which is supported by 24/7/365 live customer service. The platform offers real-time updates, streamlined scheduling, and user-friendly functionality tailored to manage off-duty police details efficiently.

ODM's proposal includes built-in cybersecurity measures and provides payroll and project reporting directly to the Township. Notably, ODM assumes full financial responsibility for late or non-payment by customers, ensuring uninterrupted payments to the Township.

While the company provided several references, none were from agencies located in Cape May County.

The cost proposal is 9% of the total invoice, which is payable by the customer. The credit card processing is an additional fee of 3%.

Committee Total Score: 345 points Rank #3

Visual Computer Solutions (VCS) Visual Computer Solutions (VCS), proposes the Jobs4Blue platform, a customizable solution accessible via both web browsers and mobile applications. This system manages the full spectrum of service operations, including scheduling, invoicing, and payment collection. Additionally, VCS included samples of customizable reports in their submission. Customer support would be provided by a 24/7 call center based in Freehold, with overflow services handled by U.S.-based personnel. The vendor also offers financial flexibility by fronting payments to the Township while collecting directly from customers.

VCS is headquartered in Freehold, New Jersey, offers considerable in-state experience, having provided similar services to law enforcement agencies of comparable size throughout New Jersey, as well as in Connecticut and New York. However, the committee expressed concerns regarding the vendor's limited local presence and insufficient familiarity with the unique needs of agencies within Cape May County, which influenced the evaluation.

Proposed fee schedule is valid for five (5) years with the following breakdown: 8% for years 1–3 and 8.5% for years 4-5. There is additional 4% credit card processing fee charged to customers.

Committee Total Score: 345 points Rank #2

Hart Halsey, LLC dba Extra Duty Solutions Hart Halsey submitted a comprehensive and well-structured proposal that met all requirements outlined in the RFP. With a proven track record of serving over 235 agencies nationwide, Hart Halsey has established contracts with several municipalities in Cape May County, demonstrating a deep understanding of local needs and a strong commitment to service delivery. The vendor's familiarity with the Township's objectives positions them well to fulfill the requested services.

The company is headquartered in Connecticut, with local offices in New Jersey, and has extensive experience working with law enforcement agencies across the state, particularly within Cape May County, including municipalities such as Middle Township, North Wildwood, and Ocean City. Hart Halsey offers 24/7 service coverage, with no outsourcing at any point. The Township will be assigned a local phone number, ensuring direct communication with the account manager and designated backup staff—there will be no call center involved. The vendor will assign a full-time account manager and an appropriate support team to handle the Township's needs. Sample reports provided by the vendor appear customizable to meet the Township's specific requirements.

The proposed cloud-based software consists of three main components: a web-based customer portal, a web-based officer portal, and a mobile application for officers. The customer portal is user-friendly, allowing for easy service requests, modifications or cancellations, communication with staff, and access to payment history, invoices, officer details, and upcoming assignments. Customers can upload necessary documents, which are automatically forwarded to the Township, and the Township can participate in the approval process if desired. Service requests can be made via the portal, email, or phone.

The mobile application, available for download at no cost, allows officers to log in, view assignments, and receive push notifications via text, app, or email—based on user preference. Once awarded, Hart Halsey will provide a detailed instruction manual, rules of assignment, video tutorials, and in-person training for officers.

Billing can be conducted via mail or email, and customers can make payments through escrow accounts, overnight checks, credit cards, wire transfers, or e-checks. The system also allows for pre-payment or the use of a stored credit card on file.

Proposed fee schedule is valid for five (5) years with the following breakdown: The cost proposal is 8% of the total invoice, which is payable by the customer. The credit card processing is an additional fee of 3%.

Committee Total Score: 400 points Rank #1

Award

The committee members unanimously rated Hart Halsey, LLC dba Extra Duty Solutions with the highest score for management, technical and cost criteria, with overall score.

The contract will be awarded up to five (5) years. Township has the option to terminate the contract any time during the contract period for unsatisfactory performance by providing thirty (30) day notice. The maximum term of the contract is deemed the most advantageous. The five (5) year contract commencing on April 21, 2025 and ending April 20, 2030.

Should you require further information, please feel free to contact me.

Sincerely,

Margaret Vitelli, QPA

Margaret Vitelli QPA

C Mike Laffey Township Manager
 Christina Lewis Deputy Manager
 Sgt Michael Perry
 Julie Picard CMC

**AGREEMENT FOR THE MANAGEMENT OF THE
LOWER TOWNSHIP POLICE DEPARTMENT'S OFF DUTY POLICE SERVICES CONTRACTS**

THIS AGREEMENT is made this 21 day of April, 2025 by and between the **TOWNSHIP OF LOWER** (hereinafter the "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and **HART HALSEY, LLC, D/B/A EXTRA DUTY SOLUTIONS** (hereinafter the "EDS"), a Connecticut Limited Liability Company, whose administrative offices are located at 6 Corporate Drive – Suite 830, Shelton, Connecticut 06484, and who may collectively be denominated as the "Parties" in this Agreement, and each may be called, separately, a "Party."

WITNESSETH:

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

WHEREAS, EDS is a Connecticut Limited Liability Company specializing in the administration of extra-duty detail services, a/k/a third-party outside contracts, for municipalities and police departments throughout the United States;

WHEREAS, on January 22, 2024, the Township Council of the Township of Lower adopted Resolution #2025-74, a copy of which is attached hereto as Exhibit A, authorizing the Township's Qualified Purchasing Agreement to advertise a Request for Proposals, RFP #2025-01, for competitive contracting associated with the potential third-party management of the Lower Township Police Department's Outside Contract (extra duty) Program; and

WHEREAS, a total of five (5) proposals were received on February 19, 2025 in response to RFP 2025-01, which were evaluated by the Township's Review Committee in accordance with evaluation criteria set forth within the RFP; and

WHEREAS, the Township received a proposal from Hart Halsey, LLC, d/b/a Extra Duty Solutions, a copy of which is attached hereto as Exhibit B; and

WHEREAS, based upon the recommendation received from the Township's evaluation committee and its review of the sealed contract proposals received in response to its request for competitive contract proposals, the committee determined that EDS's proposal received the highest score and ranking as their proposal complied with the specifications, supplied all required bid documents, and offered a quality and level of service that is expected by the Township; and

WHEREAS, EDS has agreed to provide third-party management of the Lower Township Police Department's Outside Contract (extra duty) Program under the terms of the Township's request for competitive contract proposals, and subject to the conditions set forth in this Agreement.

NOW THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, do hereby adopt and endorse the following Agreement outlining the rights, responsibilities, and obligations of the parties in association with the management of the Lower Township Police Department's Outside Contract (extra duty) Program:

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:** The term of this Agreement shall take effect April 21, 2025, for a period of three (3) years, through April 20, 2028, with an option for two (2) additional one (1) year extensions, subject to the approval of Township Council, and consistent with terms outlined herein.

3. **TOWNSHIP RESPONSIBILITIES:**

A. The Township will provide EDS with copies of its current third-party contract documents and its Special Events Application Form upon the execution of this Agreement for EDS's review and potential use in order to oversee and manage the Lower Township Police Department's Outside Contract (extra duty) Program.

B. The Lower Township Police Department shall coordinate and work directly with EDS to ensure a seamless transition to allow EDS to assume responsibility to oversee and manage the Department's Outside Contract (extra duty) Program.

4. **EDS RESPONSIBILITIES:**

A. RFP #2025-01 – Police Third Party Contract Administration, prepared by the Township and the 'Response to RFP No. 2025-01 – Third Party Management of Lower Township Police Outside Contracts' prepared by EDS, dated February 13, 2025, are attached hereto and same are incorporated herein by reference. In the event a conflict between the provisions of this Agreement and the aforementioned documents, the expectations, obligations, and proposals outlined within the 'RFP #2025-01 – Police Third Party Contract Administration' prepared by the Township and the 'Response to RFP No. 2025-01 – Third Party Management of Lower Township Police Outside Contracts' prepared by EDS, dated February 13, 2025, shall control.

B. EDS shall engage individuals and representatives of companies, organizations, and institutions (hereinafter "Customers") who wish to hire Lower Township Police Officers to work extra duty details via phone, website interaction, or email to explain program rules and rates, vet new customers in accordance with Department guidelines, execute the new customer process, receive requests for extra duty details, confirm extra duty details, and gather and communicate any related pertinent information and feedback.

- C. EDS shall coordinate and schedule extra duty details with Department personnel in a manner consistent with department rules, and communicate with Department personnel on an as needed with department personnel to confirm detail assignment scheduling and details worked.
- D. EDS shall invoice Customers and collect Customer payments associated with outside agency contracts, and follow-up and pursue the collection of unpaid invoices in a manner mutually agreed upon with the Township's Manager.
 - i. EDS accepts all customer credit risk and shall finance, at sole cost to EDS, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of payroll and administrative fee payments. In the event fees/payments are not received from Customers in a timely manner, EDS must pay the Township said fees and pursue collection directly from Customers.
- E. EDS shall electronically and securely obtain payments associated with outside contracts from customers and send said funds to the Township to cover extra duty expenses/payroll one week prior to the payroll for the prior pay period.
- F. EDS shall provide customized software and reports to the Township on a weekly basis, and to customers on as requested basis.
- G. EDS shall provide data housing through secure redundant servers and online platforms.
- H. EDS shall provide 24/7/365 customer service through email and telephone call centers.
- I. EDS shall maintain independent insurance (protecting the Township and its officers), and name the Township as an additional insured on all insurance policies.
- J. EDS shall provide ongoing training, support, and maintenance through the entire term of this contract.

5. PAYMENT AND INVOICING TERMS: In consideration for any and all services rendered pursuant to the terms of this Agreement, and more specifically RPF 2025-01, EDS shall charge Customers an administrative fee of 8.0% of the total compensation due from Customers to Lower Township Police Officers at the rate of \$85.00 per hour, the Township's Administrative Fee of \$7.00 per hour, and for use of Lower Township Police Department vehicles

charged at the rate of \$23.00 per hour. EDS will charge Customers making payments via credit card an additional 3.0% credit card processing fee.

6. EXEMPT CONTRACTS. Notwithstanding the Payment and Invoicing Terms set forth in paragraph 6 above, the following Township sponsored events shall not be subject to the 8.0% Administrative Fee, and will be handled directly by the Lower Township Police Department outside of EDS's oversight and management of outside contracts:

Easter Egg Hunt/ Spring Fling	Township Event
LCMR Prom/After Prom	Township Event
LTPD Bike Rodeo & LT Family Fun Night	Township Event
RMT & LCMR Graduation	Township Event
Independence Day Festival	Township Event
Lower Township Youth Camp	Township Event
Coombs / Douglass Memorial Bay Run	Township Event
National Night Out	Township Event
Family Fun Nights / Movies in the Park	Township Event
First Responder & Military Appreciation Day	Township Event
Military Appreciation Football Game	Township Event
Run for the Fallen Dinner at NASW Hanger	Township Event
Run for the Fallen	Township Event
Faith & Blue	Township Event
Halloween Costume Parade	Township Event
Trunk or Treat	Township Event
Haunted Trails	Township Event

Trunk or Treat Seashore Community Church	Township Event
Veterans Day Parade	Township Event
Lower Township Tree Lighting Ceremony	Township Event
Lower Township Rotary Christmas Parade	Township Event
The Ferry Merry Christmas	Township Event
Tom Beheler/Greater Cape May Elks Youth Basketball	Township Event
The New Year's Eve Family Celebration	Township Event
All LTMUA Construction Jobs	Township Event

- a. In addition to the foregoing events, the Township reserves the right to identify future Township Events and/or Third-Party events which shall not be subject to the 8.0% Administrative Fee, and which will be handled directly by the Lower Township Police Department outside of EDS's oversight and management of outside contracts.

7. 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 EDS, and its employees perform their work and functions excepting that EDS 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.

8. RECORDS, REPORTS AND AUDITS:

- (a) EDS shall be required to provide the Township certain reports, records, and audits as described below. All such documents shall be provided to the Township Manager, in electronic form or in such form as may be regulated and mandated by State law.
- (b) EDS shall provide the Township a monthly report due on the 10th day of each month, for the previous month. The monthly report shall contain the following information pertaining to any outside agency contracts including the number

officers assigned to said detail, the dates of said detail, and the total amount of compensation owed by Customer in connection with said contracts.

- (c) EDS shall maintain proper documentation of all outside contracts for billing purposes.

9. TERMINATION: Notwithstanding the foregoing, this Agreement may be terminated by either party on thirty (30) days written notice for any reason. In addition, this Agreement can be terminated in the event of a default or breach of the terms of this Agreement consisting of the following:

Termination by Breach or Default

- (a) This Agreement may be terminated by reason of material breach or default of EDS or Township of any terms, covenants or conditions contained in this Agreement.
- (b) Written notice of the breach and or default, detailing such breach or default, shall be provided by the Township to EDS or EDS to the Township.
- (c) EDS or Township shall have thirty (30) days to cure the Breach or default by written documentation or proofs of cure to the Township or EDS. The Township or EDS may allow, for cause, an additional 30-day period. The failure to cure the breach or default within the time allotted shall cause this Agreement to be immediately terminated.

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) EDS shall carry general liability insurance in the amount of \$1,000,000.00 per occurrence/\$2,000,000.00 in the aggregate covering EDS, its officers, servants and employees in the amount not less than above. EDS 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) EDS 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) EDS must maintain Workers Compensation insurance as required by the Laws of the State of New Jersey.

- (d) EDS 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) EDS shall list the Township on each policy as an additional insured and provide copies of all insurance declaration policies to the Township annually, 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 EDS 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. PERFORMANCE STANDARDS: EDS shall conduct their business in accordance with all applicable laws, and in accordance with applicable industry standards. In addition:

- (a) EDS shall appoint a member of its staff to be the single primary individual responsible for delivering the services outlined within this Agreement and Exhibit B to the Township.
- (b) Individuals representing EDS in the performance of services outlined herein shall be W-2 employees of EDS, and be available on a 24/7/265 basis.

13. 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: jpicard@townshipofflower.org

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

To EDS: Hart Halsey, LLC
6 Corporate Drive – Suite 830
Shelton, Connecticut 06484

With a copy to:

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

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

16. ENTIRE AGREEMENT: The terms of this Agreement represent 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.

17. 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.

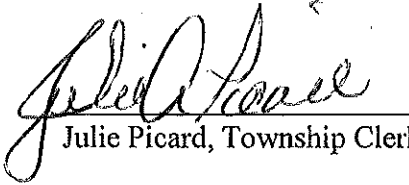
18. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed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

19. 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 for such purposes.

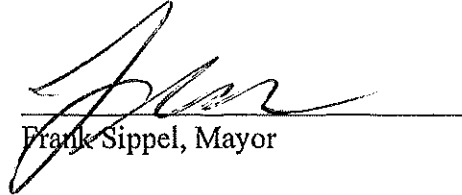
This Agreement may be executed in counterparts by the respective parties which together constitute a complete original Agreement.

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

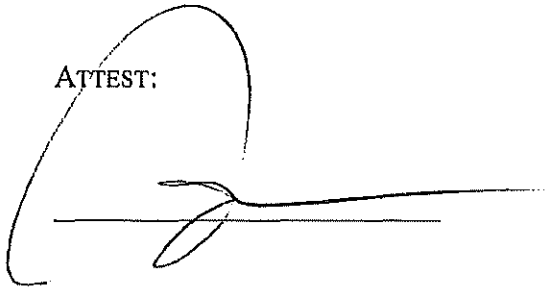
ATTEST:


Julie Picard, Township Clerk

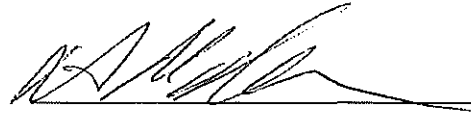
TOWNSHIP OF LOWER


Frank Sippel, Mayor

ATTEST:



HART HALSEY, LLC



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

RESOLUTION #2025-172

Title: A RESOLUTION REQUESTING THAT THE COUNTY OF CAPE MAY RELOCATE A PEDESTRIAN CROSSWALK LOCATED ON SUNSET BOULEVARD (CR 606) IN CONNECTION WITH ITS SHARED USE PATHWAY AND ROAD RECONSTRUCTION PROJECT

WHEREAS, Sunset Boulevard (CR 606) is a County roadway that is classified as a major collector that connects Broadway Avenue (CR 626), Light House Drive (CR 629), Cape Avenue (CR 651) and terminates at the Sunset Beach commercial and recreation area adjacent to the confluence of the Delaware Bay and Atlantic Ocean; and

WHEREAS, Sunset Boulevard consists of two 12ft. travel lanes with 6ft. wide paved shoulders, and, in addition to vehicle traffic, it accommodates significant pedestrian and bicycle traffic that connects residences, commercial businesses and environmental points of interest along the corridor within Lower Township, West Cape May, and Cape May; and

WHEREAS, on June 3, 2024, the Township Council of the Township of Lower adopted Resolution #2024-186 requesting that the County reconstruct Sunset Boulevard to provide safety upgrades and more efficient modes of transportation to accommodate pedestrians and bicycles; and

WHEREAS, the County of Cape May prepared a preliminary design plan in connection with the Sunset Boulevard Shared Use Pathway and Road Reconstruction Project which was reviewed and supported by the Township of Lower; and

WHEREAS, a component of the Sunset Boulevard Shared Use Pathway and Road Reconstruction Project involved reestablishing a pedestrian crosswalk at the intersection of Sunset Boulevard and Stevens Street and Seagrove Avenue; and

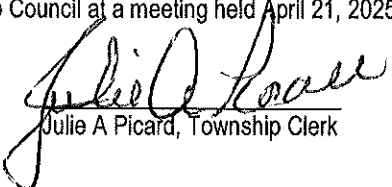
WHEREAS, the County of Cape May has proposed relocating the pedestrian crosswalk at the intersection of Sunset Boulevard and Stevens Street and Seagrove Avenue, as depicted in the aerial photograph attached to this Resolution; and

WHEREAS, the Township Council of the Township of Lower hereby supports the County of Cape May's proposal to relocate the pedestrian crosswalk in question in accordance with the attached aerial photograph, and hereby requests that the County implement the proposed pedestrian crosswalk changes.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, as host municipality, hereby endorses the County of Cape May's proposed modifications to the location of the pedestrian crosswalk located at the intersection of Sunset Boulevard and Stevens Street and Seagrove Avenue and formally requests that the County of Cape May implement these changes as soon as practical.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held April 21, 2025.


Julie A. Picard, Township Clerk

