

## Signed Resolutions – February 22, 2023

- Res. #2023-89 Authorization for the payment of vouchers \$ 347,789.57
- Res. #2023-90 A Resolution requesting release of Performance Guarantee for Bayshore Mall 1A, LLC, 3864 Bayshore Road; Block 741.01, Lot 28.01 Escrow #P20-01-01
- Res. #2023-91 Authorization for the Refund of Taxes
- Res. #2023-92 Issuance of a Duplicate Tax Sale Certificate; Certificate #13-00056
- Res. #2023-93 Authorization for the Payout of Accumulated Compensatory Time (M.Nuscis \$4,435.)
- Res. #2023-94 A Resolution Requesting Release of a Performance Guarantee for Christopher V Madden; Block 820; Lot 2.24, Escrow #Z21-06-09
- Res. #2023-95 A Resolution Approving the Acceptance of and Participation in the State of New Jersey, Department of Law and Public Safety Emergency Management Performance Grant (EMPG) and Emergency Management Agency Assistance (EMAA) Subaward #FY22-EMPG-EMAA-0505
- Res. #2023-96 A Resolution Awarding a Contract to Cape Mining and Recycling, LLC for the Removal and Disposal of Wood Chips Located at the Municipal Utility Authority on As Needed Basis
- Res. #2023-97 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the year 2023
- Res. #2023-98 Bid Acceptance and Award of Re-Bid Municipal Pool Renovations (F Schiavone Construction \$221,997.)
- Res. #2023-99 A Resolution Authorizing a Grant Application to the Cape May County ARPA Infrastructure Grant for Stormwater Outfall Improvements
- Res. #2023-100 Resolution Authorizing the Award of a Non-Fair and Open Contract to Eastern Armored Services, Inc for Armored Car Services in Connection with Banking Service Provided by TD Bank
- Res. #2023-101 Transfer of 2022 Appropriations
- Res. #2023-102 Resolution Authorizing the Execution of a State Aid Agreement with the New Jersey Department of Environmental Protection for Construction of the Herford Inlet to Cape May Inlet, New Jersey Hurricane and Storm Damage Reduction Project



Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00933	CAPE MAY CO. JUDGE ADMIN. ASSN.	23-00247	01/24/23	2023 CAPE MAY CO JUDGE'S	Open	75.00	0.00		
01075	COPIERS PLUS*	23-00447	02/16/23	11/20-2/19/23 COPIER OVERAGES	Open	440.78	0.00		
01170	VERIZON WIRELESS* F/S	23-00371	02/07/23	FS Verizon 12.27 01.26	Open	168.00	0.00		
01171	VERIZON WIRELESS - TOWNHALL	23-00365	02/07/23	IPHONE 12/29-1/28/23	Open	946.01	0.00		
		23-00366	02/07/23	CELL PHONE 12/24-1/23/23	Open	297.80	0.00		
						<u>1,243.81</u>			
01200	DELTA DENTAL PLAN OF NJ	23-00333	02/03/23	JAN 2023 DENTAL ADMIN	Open	1,401.40	0.00		
		23-00335	02/03/23	JAN 2023 DENTAL CLAIMS	Open	11,394.15	0.00		
						<u>12,795.55</u>			
01267	EDWARD DONOHUE	23-00344	02/06/23	CONTRACTUAL REIMBURSEMENT M	Open	62.99	0.00		
01281	JEFFREY DOUGLASS	23-00413	02/14/23	CONTRACTUAL REIMBURSEMENT V	Open	319.90	0.00		
01310	JLP INTL INC*	23-00349	02/07/23	SERVICE TO THE WEIGHT ROOM	Open	616.00	0.00		
01450	ERMA DELI*	23-00226	01/23/23	CLEAN SHORES	Open	1,617.26	0.00		
01480	E-Z PASS	23-00412	02/10/23	1/14/23 REPLENISH REC	Open	200.00	0.00		PC1
		23-00433	02/15/23	Fire Bureau epass replenish	Open	200.00	0.00		
						<u>400.00</u>			
01653	GENTILINI FORD*	23-00083	01/11/23	PARTS FOR TRUCKS/DPW/JAN	Open	1,252.13	0.00		
01655	GANN LAW BOOKS*	23-00157	01/12/23	NJ Zoning & Land Use 2023 Edt.	Open	179.00	0.00		
01690	GRANTURK EQUIPMENT CO*	23-00082	01/11/23	PARTS FOR RECYCLING/DPW/JAN	Open	179.72	0.00		B
01730	GTBM INC.*	23-00393	02/09/23	BACK TRACE - RENEWAL	Open	1,776.00	0.00		
01806	ANTHONY J HARVATT, II, ESQ	23-00336	02/03/23	ZBA RESOLUTION VOUCHERS	Open	300.00	0.00		
		23-00376	02/09/23	ZBA Solicitor Litigation Fees	Open	370.00	0.00		
						<u>670.00</u>			

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01857	SERVICE STATION SERVICE INC*	23-00346	02/07/23	TIRES/DPW	Open	3,350.48	0.00		
02025	HUNTER JERSEY PETERBILT*	23-00089	01/11/23	PARTS FOR TRUCKS/DPW/JAN	Open	1,700.19	0.00		
		23-00399	02/10/23	RES 2023-78 CHG ORD 1- PETERBI	Open	13,158.00	0.00		
						14,858.19			
02027	JESCO INC*	23-00103	01/11/23	PARTS FOR BACKHOE/DPW/JAN	Open	205.58	0.00		
02236	NIGP MEMBERSHIP DEPT*	23-00274	01/26/23	2023 MEMBERSHIP M VITELLI	Open	195.00	0.00		
02248	LAWMEN SUPPLY*	21-01849	07/23/21	AMMO	Open	2,502.72	0.00		
02402	MGL PRINTING SOLUTIONS	22-03223	12/30/22	TAX STICKERS/ ENVELOPES	Open	2,319.00	0.00		
02502	JOANNE BUDD	23-00340	02/06/23	CONTRACTUAL REIMBURSEMENT V	Open	395.99	0.00		
02661	KENNETH J. MCGURK	23-00414	02/14/23	CONTRACTUAL REIMBURSEMENT M/V	Open	1,461.08	0.00		
02714	MITCHELL HUMPHREY*	23-00402	02/10/23	MAINTENANCE FEE 2023	Open	4,480.00	0.00		
02725	THOMAS MILLS	23-00284	01/31/23	INSPECTION FEE 1/3/23	Open	28.03	0.00		
02774	ROSE MOORE	23-00342	02/06/23	CONTRACTUAL REIMBURSEMENT V	Open	80.00	0.00		
03001	STATE TOXICOLOGY LABORATORY*	23-00323	02/03/23	APPLICANT TESTING	Open	45.00	0.00		
03021	NJ MOTOR VEHICLE COMMISSION	23-00408	02/10/23	REGISTRATION/DPW	Open	85.00	0.00		PC1
03086	NJ STATE ASSN CHIEFS OF POL*	23-00361	02/07/23	ANNUAL DUES 2023	Open	275.00	0.00		
03280	PARAMOUNT SANITARY SUPPLY*	23-00331	02/03/23	CLEANING SUPPLIES	Open	993.29	0.00		
03305	PEDRONI FUEL*	23-00347	02/07/23	NO LEAD GAS/DPW 1/30/23	Open	680.52	0.00		
03460	V.E. RALPH & SON, INC.*	23-00374	02/09/23	AED PADS	Open	1,661.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03518	RIGGINS, INC.*								
		23-00386	02/09/23	OFF HIGHWAY DIESEL/DPW 1/26/23	Open	1,433.12	0.00		
03537	RUTGERS, THE STATE UNIVERSITY*								
		23-00316	02/03/23	Ross- RPA #2 3/6-4/10/23	Open	760.00	0.00		
03765	TAX COLL&TREAS ASSN OF C M C*								
		23-00297	01/31/23	2023 MEMBERSHIP (3)	Open	300.00	0.00		
03766	JOAN TAYLOR								
		23-00446	02/15/23	CONTRACTUAL REIMBURSEMENT M	Open	400.00	0.00		
03820	MUNICIPAL UTIL. AUTH ON CALL								
		23-00101	01/11/23	REIMBURSEMENT/DPW/JAN	Open	206.44	0.00		
03960	VECTOR SECURITY*								
		22-02376	10/04/22	KEY ENTRY ADJUSTMENT	Open	255.00	0.00		
03985	VILLAS NAPA AUTO PARTS								
		23-00076	01/11/23	RDSA/SANT/RECY/DPW/JAN	Open	1,172.67	0.00		
03992	VAL-U AUTO PARTS LLC*								
		23-00079	01/11/23	RDS/SANT/REC/DPW/JAN	Open	3,640.93	0.00		
04057	ELLEN WILL								
		22-00341	02/02/22	CONTRACTUAL REIMBURSEMENT M	Open	719.46	0.00		
04059	THOMAS WILL								
		22-00338	02/02/22	CONTRACTUAL REIMBURSEMENT M	Open	702.96	0.00		
04113	CAPE MAY RIGGINS TOWING*								
		23-00325	02/03/23	VEHICLE TOWED TO PD	Open	125.00	0.00		
04261	STATE OF NEW JERSEY								
		23-00423	02/15/23	PRIOR QTR 4/2020 ADJUSTMENT	Open	4,832.94	0.00		
04300	W B MASON CO INC*								
		23-00360	02/07/23	FS paper order	Open	99.15	0.00		
04301	SEASHORE ASPHALT CORPORATION*								
		22-01430	06/09/22	ASPHALT/PATVH/RDS/DPW/AUG	Open	141.90	0.00		B
04445	TRICOMM SERVICES CORP*								
		23-00287	01/31/23	REMOVE AVAYA SYSTEMS PD & HALL	Open	573.75	0.00		
6071	UNITED UNIFORMS LIMITED LIAB*								
		22-02000	08/09/22	FIRST CLASS PATCH	Open	500.00	0.00		
		23-00372	02/07/23	FS Embs jacket	Open	40.00	0.00		
						540.00			
7079	SUBURBAN PROPANE L P*								
		23-00320	02/03/23	PROPANE @ FREEMAN DOUGLASS	Open	802.87	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7098	SHORE VETERINARIAN ANIMAL *	23-00380	02/09/23	2023 ANIMAL CONTROL	Open	600.00	0.00		
7252	STATE OF NJ, DEPARTMENT OF LAB	23-00353	02/07/23	BOILER STATE INSPECTION	Open	160.00	0.00		
7478	WINDSTREAM COMMUNICATION INC*	23-00363	02/07/23	12/27-2/26/23 INV PHONE	Open	5,474.44	0.00		
7523	NJ-IAAO	23-00058	01/10/23	Dowe/Ross Membership	Open	105.00	0.00		
7636	MOTT MACDONALD LLC*	23-00277	01/30/23	ZBA Mott MacDonald Vouchers	Open	381.75	0.00		
7743	SQUARE 1 DISIGN LLC*	23-00394	02/09/23	ANNUAL WEB HOSTING/SITELOCK	Open	460.00	0.00		
7820	DEBLASIO & ASSOCIATES, P.C.*	21-02889	11/17/21	ENGI SERVICES/MILLMAN 2021-353	Open	613.75	0.00		
		22-00548	02/28/22	REPLACE PAVILIONS RES2022-89	Open	2,467.50	0.00		B
		22-00977	04/12/22	RECONST DELAWARE BAY, MILLMAN,	Open	570.00	0.00		B
		22-01121	05/02/22	RES.#2022-140 CO#1 DIAMOND BEA	Open	7,710.50	0.00		
		22-01963	08/08/22	RES #2022-251 POOL RENOVATIONS	Open	541.25	0.00		B
		22-01970	08/08/22	CHG 1- CLOVERDALE, EVERGREEN	Open	721.11	0.00		B
		22-02221	09/13/22	CHG ORD 1- MIAMI AVE ENGINEER	Open	427.50	0.00		B
		22-02530	10/25/22	CHG ORD #1 FIRE LANE	Open	190.00	0.00		B
		22-03058	12/12/22	CARRIAGE LN, BRIARWOOD, BRIDLE	Open	45,872.50	0.00		B
		22-03181	12/22/22	SURVEY/DSGN RECONS WILDWOOD AV	Open	18,176.25	0.00		B
		23-00165	01/18/23	Zoning Board Engineer Vouchers	Open	287.46	0.00		
						<u>77,577.82</u>			
7896	CMC COURT ADMINISTRATORS ASSOC	23-00248	01/24/23	2023 CAPE MAY CO. COURT	Open	100.00	0.00		
7929	AMAZON CAPITAL SERVICES, INC*	23-00234	01/24/23	GAME ROOM SUPPLIES	Open	83.88	0.00		
		23-00252	01/24/23	LETTERS FOR SIGNS	Open	198.96	0.00		
		23-00253	01/24/23	FS office supplies	Open	67.60	0.00		
		23-00312	02/01/23	OFFICE SUPPLIES	Open	307.38	0.00		
		23-00409	02/10/23	MISSED AMOUNT FROM DEC 2022	Open	6.05	0.00		
						<u>663.87</u>			
7977	JANIA BAILEY	23-00341	02/06/23	CONTRACTUAL REIMBURSEMENT V	Open	159.15	0.00		
8064	DON MATOUSCH	23-00318	02/03/23	WRESTLING MATCH OFFICIAL	Open	120.00	0.00		
8131	DOCUVAULT SECURE SHREDDING LC*	23-00368	02/07/23	1/31/23 SHREDDING	Open	148.05	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8154	HUNTER TRUCK SALES & SERVICE*	21-01737	07/09/21	2021 PETERBILT 348 TANDEM AXLE	Open	110,385.00	0.00		
8197	GREAT AMERICAN FINANCIAL SERV	23-00222	01/23/23	MAIL MACHINE LEASE 2023	Open	560.00	0.00		
8211	CONFIRE FIRE PROT SERV LLC*	23-00281	01/30/23	2023 FIRE ALARM MONITORING	Open	2,880.00	0.00		
		23-00354	02/07/23	23 ANSUL INSPECTION MILLMAN	Open	183.00	0.00		
						3,063.00			
8330	HILLYARD MID ATLANTIC *	23-00246	01/24/23	CLEANING SUPPLIES	Open	463.76	0.00		
		23-00332	02/03/23	HAND SOAP W/DISPENSERS	Open	961.00	0.00		
						1,424.76			
8448	STAR GENERAL CONTRACTING *	23-00387	02/09/23	LUXURY BATHROOM/DPW	Open	948.00	0.00		
		23-00388	02/09/23	LUXURY BATHROOMS/DPW	Open	948.00	0.00		
						1,896.00			
8672	LOGMEIN INC.	23-00049	01/06/23	2023 GO TO MEETINGS	Open	19.00	0.00		PC1
8686	SHELBY RAMBO	23-00329	02/03/23	S. Rambo uniform reimbursement	Open	112.00	0.00		
8721	BLANEY, DONOHUE, & WEINBERG PC	23-00036	01/06/23	RES#2023-02 LABOR DNE\$40K	Open	855.50	0.00		B
8722	LAW OFFICE OF KARAVAN &	23-00038	01/06/23	RES#2023-03 TAX APPEAL DNE\$10K	Open	681.25	0.00		B
8765	CAPE MAY LANDING INC	23-00401	02/10/23	refund 1st q 2023	Open	7,461.12	0.00		
8848	COMFORT NOW LLC	22-03225	12/30/22	EMERGENCY WORK ON BOILER/HEAT	Open	4,475.00	0.00		
		23-00322	02/03/23	ROOF TOP UNITS NOT WORKING	Open	522.00	0.00		
						4,997.00			
8850	SERVEPRO	23-00139	01/11/23	HAZ. WASTE CLEAN-UP 2023	Open	250.00	0.00		B
8858	NORTH AMERICAN RESCUE LLC	22-02934	11/23/22	TRAMMA KIT SUPPLIES	Open	3,636.00	0.00		
8909	COMCAST BUSINESS	23-00364	02/07/23	BUS INTERNET PD 2/1-2/28/23	Open	972.86	0.00		
8934	JEFF BORDLEY	23-00317	02/03/23	WRESTLING MATCH OFFICIAL	Open	120.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8937	MICHAEL WASZEN JR	23-00319	02/03/23	WRESTLING OFFICIAL	Open	120.00	0.00		
8938	ESTATE OF DOROTHY BADDERS	23-00350	02/07/23	B 396 L 2 REFUND 1ST Q	Open	755.32	0.00		
8939	KATHLEEN REISER	23-00351	02/07/23	B 534 L30.01 REFUND 1 Q 2023	Open	1,246.14	0.00		
8940	WILLIAM BROWN	23-00417	02/15/23	RELEASE OF DEMO BOND	Open	2,000.00	0.00		
8941	MITCHELL J STANKO JE & CHAR A	23-00405	02/10/23	REFUND B-719 L-1012 C-610	Open	1,439.77	0.00		
8942	JENNIFER CESARETTI	23-00418	02/15/23	REFUND B-280 L-8 CESARETTI	Open	990.18	0.00		
BLAUE	BLAUER ASSOCIATES INC*	21-02127	08/30/21	2022 SMALL CITIES PROJECT	Open	900.00	0.00		B
BOSNA	KAREN MANETTE BOSNA	23-00330	02/03/23	YOGA- JANUARY'23	Open	230.00	0.00		
DOUGHERT	GEORGIA DOUGHERTY	23-00448	02/16/23	CONTRACTUAL REIMBURSEMENT M	Open	352.60	0.00		
G-UNITED	UNITED UNIFORMS OF NEW JERSEY	23-00369	02/07/23	WRESTLING SINGLETS	Open	600.00	0.00		
PRESS	PRESS OF ATLANTIC CITY	23-00230	01/23/23	1/11/23 PAVILION 1/25/23 POOL	Open	255.60	0.00		
SEAGE	SEAGEAR MARINE SUPPLY*	23-00099	01/11/23	SUPPLIES FOR RDS/DPW/JAN	Open	499.72	0.00		B
SIXSM	LLOYD SIXSMITH*	22-03203	12/29/22	RECREATION STAFF SHIRTS	Open	1,108.00	0.00		
		23-00167	01/18/23	S/S SHIRTS - NEW EMPLOYEES	Open	193.70	0.00		
						1,301.70			

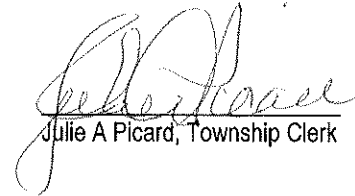
Total Purchase Orders: 132 Total P.O. Line Items: 0 Total List Amount: 347,789.57 Total Void Amount: 0.00

RESOLUTION #2023-89

TOTAL BILL LIST: \$347,789.57

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2023-090

Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR BAYSHORE MALL 1A,LLC, 3864 BAYSHORE ROAD; BLOCK 741.01, LOT 28.01, ESCROW #P20-01-01

WHEREAS, PINTZUK-BAYSHORE posted a Performance Guarantee with the Township of Lower, in the amount of \$5,000.00; and

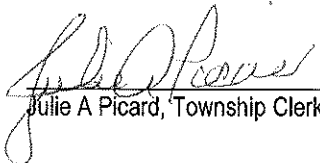
WHEREAS, the Township Engineer has recommended that the safety and stabilization bond be released.

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

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$5,000.00 plus any accrued interest (if applicable) for payment of the above released Guarantee.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

  
Julie A. Picard, Township Clerk

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08253



Incorporated 1798

(609) 886-2005

## MEMORANDUM

TO: Mayor Frank Sippel &  
Council members

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

DATE: February 7, 2023

RE: Bayshore Mall 1A, LLC  
True Value  
3845 Bayshore Road  
Block 741.01, Lot 28.01  
Resolution # 2023-090

The Land Development Ordinance of the Township of Lower, Chapter, XVI, Subsection 400-81E, requires that, "The governing body shall by resolution, release or declare in default each Performance Guarantee".

Pursuant to the above referenced Subsection 400-81E, Resolution # 2023-090 is required to release the Performance Guarantee held in trust by the Township of Lower for Bayshore Mall 1A, LLC/True Value, Block 741.01, Lot 28.01. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer. The release is for a safety and stabilization guarantee.

The Township Engineer recommends release of the retained \$5,000.00.

The inspection and construction costs of the bonded improvements have been paid for by the developer. The site is maintained in a safe and stable condition.

cc: financial file



Mr. William J. Galestok, PP, AICP  
Lower Township Planning Director  
2600 Bayshore Road  
Villas, NJ 08251

Via E-Mail

**Your Reference**  
Twp. No. P20-01-01

**Our Reference**  
507100071-044

211 Bayberry Drive  
Suite 1A  
Cape May Court House NJ  
08210  
United States of America

T +1 (609) 465 9377  
F +1 (609) 465 5270  
mottmac.com

**True Value Site Plan**  
**Block 741.01, Lot 28.01**  
**Township of Lower, Cape May County**

February 2, 2023

Dear Mr. Galestok:

Mott MacDonald conducted multiple inspections at the above referenced site throughout the course of the project. There are two outstanding issues at the site which do not conform with the approved site plan. They include not constructing the parking lot improvements within the parking lot to the north of the building, and construction of a propane tank filling station which was not approved by the Board. As previously discussed, this propane tank filling station requires an application to the Board for modified site plan approval. The applicant has been notified of these issues, and have taken no action, therefore the Township should pursue these at their discretion.

The applicant has however requested release of the safety and stabilization guarantee. The purpose of this guarantee is to return property that has been disturbed to a safe and stable condition or otherwise implement measures to protect the public from access to an unsafe or unstable condition. The site at this time is maintained in a safe and stable condition, therefore Mott MacDonald recommends that the safety and stabilization guarantee in the amount of \$5,000 be released.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Shawn A. Carr'.

Shawn A. Carr, PE, CME  
Principal Project Manager  
T +1 (609) 465 9377 F +1 (609) 465 5270  
Shawn.carr@mottmac.com

cc: Patrick Wood

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

RESOLUTION #2023-91

Title: AUTHORIZATION FOR REFUND OF TAXES

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


WHEREAS, a refund is due.

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

Block	Lot	Refund To	Reason	Tax
396	2	Estate of Dorothy Badders C/O Taren Zimmerman 223 Shadeland	Sold Prop Did Not remove ACH	\$ 755.32
534	30.01	Kathleen Reiser 115 Race Track Dr	Sold Prop Did Not remove ACH	\$ 1,246.14
510	14.01	Cape May Landing Inc C/O Sharon Herker 755 Rt 9	Mortgage Co Responsible	\$ 7,461.12
280	8	Jennifer Cesaretti 215 Pinetree Dr	Sold Prop Did not remove ACH	\$ 990.18
719	1.12	Mitchell J Stanko & Char A 9903 Seapointe Blvd	Sold Prop Did Not remove ACH	\$ 1,439.77

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22 2023.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2023-92

Title: **ISSUANCE OF A DUPLICATE TAX SALE CERTIFICATE; CERTIFICATE #13-00056**

**WHEREAS**, the Tax Collector of the Township of Lower has previously issued a tax sale certificate to **Wald Investments LLC** which certificate is dated **April 16, 2013** covering premises commonly known and referred to as **17 W Wilde Avenue**, Block **243 LOT 10** as set out on the municipal tax map then in use which certificate bears number **13-00056**; and

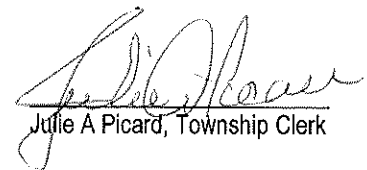
**WHEREAS**, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Tax Collector of the municipality be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$0.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of Public Laws of 1997.

**BE IT FURTHER RESOLVED** that a copy of this Resolution and the Lost Affidavit be attached to the duplicate certificate to be issued to said purchaser and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

  
Julie A. Picard, Township Clerk

REQUEST FOR DUPLICATE CERTIFICATE BY  
LIENHOLDER  
AFFIDAVIT OF LOST TAX SALE CERTIFICATE  
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Wald Investments residing at PO Box 1159 Wildwood, NJ  
08260, of full age, being duly sworn according to law, upon my  
oath, depose and say:

1. I am the true and lawful owner of Tax Sale Certificate  
#13-00056 issued by The Township of Lower, NJ,  
constituting a municipal lien on property known as Block  
243 Lot 10 assessed to Charlotte Perry.
2. The Tax Sale Certificate was duly recorded in the Office  
of the County Clerk for the County of Cape May on July  
12, 2013 in Mortgage Book 5473 Page 24.
3. I remain the owner of said certificate and have not sold,  
assigned, transferred or otherwise hypothecated said  
certificate.
4. I make this affidavit to induce the municipality to  
authorize the issuance of a Duplicate Tax Sale Certificate  
to me.

Sworn and subscribed to before me  
this 10<sup>th</sup> day of February, 2023.

[Signature]  
Notary

[Signature]  
Rock D'ANSA, PEA,  
Wald Investments

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

RESOLUTION # 2023-93

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

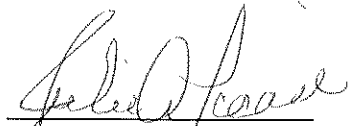
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

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 Nuscis in the amount of \$4,435.00 is authorized and chargeable to the 2023 Budget account 3-01-25-240-127.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
COOMBS			X			
ROY		X	X			
PERRY						
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 February 22, 2023.

  
Julie A Picard, Township Clerk



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

RESOLUTION #2023-094

Title: A RESOLUTION REQUESTING RELEASE OF A PERFORMANCE GUARANTEE FOR CHRISTOPHER V MADDEN; BLOCK 820 LOT 2.24, ESCROW #Z21-06-09

WHEREAS, Christopher V. Madden & Terri Madden posted a Performance Guarantee with the Township of Lower in the amount of \$8,000.00; and

WHEREAS, the Township Engineer has recommended the improvements having a total value of \$8,000.00 have been properly installed and are presently acceptable; and

WHEREAS, the Township of Lower Land Development ordinance requires the posting of a Maintenance Guarantee prior to the complete release of the original Performance Guarantee.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Performance Guarantee be and hereby is released leaving a balance of \$2,961.75 on account as Maintenance Guarantee.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$5,038.25 plus any accrued interest (if applicable) for payment of the above released Guarantee.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

  
Julie A Picard, Township Clerk

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08253



Incorporated 1798

(609) 886-2005

## MEMORANDUM

TO: Mayor Frank Sippel &  
Council members

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

DATE: February 10, 2023

RE: Madden  
8100 Bayview Drive Subdivision  
Block 820, Lot 2.24  
Resolution #2023-094

The Land Development Ordinance of the Township of Lower, Chapter, XVI, Subsection 400-81E, requires that, "The governing body shall by resolution, release or declare in default each Performance Guarantee".

Pursuant to the above referenced Subsection 400-81E, Resolution # 2023-094 is required to release the Performance Guarantee held in trust by the Township of Lower for Chris Madden, Block 820, Lot(s) 2.24. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer, Mott MacDonald.

The Township Engineer recommends release of the retained \$8,000.00.

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

Subsection 400-81F(3) of the Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee, shall be filed by the owner. Therefore, \$2,961.75, shall be retained as the Maintenance Guarantee.

cc: financial file



Mr. William J. Galestok, PP, AICP  
Lower Township Planning Director  
2600 Bayshore Road  
Villas, NJ 08251

Via E-mail

Your Reference  
221-06-09

8100 Bayview Drive Block 820, Lot 2.24 - Madden  
Township of Lower, Cape May County, New Jersey

Our Reference  
507100071-074

February 9, 2023

T +1 (609) 465 9377  
F +1 (609) 465 5270  
www.mottmac.com

Dear Mr. Galestok:

Per the Developer's request for a performance guarantee release, Mott MacDonald conducted multiple inspections at the above-referenced site. The inspections were based on a review of the drawings entitled "Major Subdivision Plan, Block 820, Lot 2.05, Lower Township, Cape May County, New Jersey" Sheets 1-9, prepared by Vincent C. Orlando, PE, last revised 2/26/21.

The inspections revealed that, to the best of our knowledge and belief, the site improvements have been installed in accordance with the above-referenced documents and comply with the Land Development Ordinance of the Township of Lower. Mott MacDonald recommends that the performance bond for the project be released and a maintenance bond in the amount of \$2,961.75 be retained, as per the attached letter and bond estimate dated 4/28/21.

Should you have any questions regarding the above information or should you require additional information, please do not hesitate to contact our office.

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Shawn A. Carr'.

Shawn A. Carr, PE, CME  
Principal Project Manager  
T 609.465.9377 F 609.465.5270  
[Shawn.carr@mottmac.com](mailto:Shawn.carr@mottmac.com)

SAC

cc: Patrick Wood (via email)

211 Bayberry Drive, Suite 1A  
 Cape May Court House, NJ 08210  
 Telephone: 609-465-9377  
 Fax: 609-465-5270

**PERFORMANCE GUARANTEE AND ENGINEERING  
 OBSERVATION ESCROW ESTIMATE**

Township of Lower Zoning Board  
 Estimate Date: April 28, 2021

Project Title: Block 820, Lot 2.05 Major Subdivision - Individual Lot 2.24 Only	
Tax Map Id.: Block 820, Lot 2.05	Zoning District: GB-1, General Business
Street Address: 8100 Bayview Drive	
Owner: Mark Platzer	
Applicant: Mark Platzer	

Estimate Based on the following plans: "Major Subdivision Plan, Block 820, Lot 2.05, Lower Township, Cape May County, New Jersey" Sheets 1-9 of 9, prepared by Vincent C. Orlando, P.E., dated April 16, 2020 and last revised February 26, 2021.

*The applicant has indicated that each lot is to be sold and developed individually, and has bonded and posted escrow for certain elements of the entire Major Subdivision as indicated in a prior Performance Guarantee and Engineering Observation Escrow Estimate dated April 5, 2021. This report is for the remaining site improvements for Lot 2.24 only, for which bonds and escrow are required as indicated herein.*

Land Surveyor: Stephen C. Martinelli, P.L.S., P.P.	Firm: The Martinelli Group, LLC
Original Date: 06/11/20	Revision Date: n/a
Design Engineer: Vincent C. Orlando, P.E.	Firm: Engineering Design Associates, P.A.
Original Date: 04/16/20	Revision Date: 02/26/21

**PERFORMANCE GUARANTEE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Evergreen Tree	6	UNIT	\$225.00	\$1,350.00
2	Deciduous Tree	7	UNIT	\$50.00	\$350.00
3	Shrub	20	UNIT	\$40.00	\$800.00

**NON-PERFORMANCE GUARANTEE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Site Clearing and Demolition	1	LS	\$5,000.00	\$5,000.00
2	6' Vinyl Fence	120	LF	\$35.00	\$4,200.00
3	4" Dia. PVC Inspection Port and Protection Box	2	UNIT	\$150.00	\$300.00
4	4" Dia. Perf. PVC Overflow Pipe	38	LF	\$30.00	\$1,140.00
5	8" Dia. Ductile Iron Pipe	47	LF	\$50.00	\$2,350.00
6	15" Dia. HDPE Pipe	7	LF	\$35.00	\$245.00
7	10'x2.5' Stone Trench w/ 15" Dia. Perf. HDPE Pipe	260	LF	\$85.00	\$22,100.00
8	Inlet, Type 'A'	4	UNIT	\$3,000.00	\$12,000.00
9	Inlet, Type 'E' Special with Weir	1	UNIT	\$7,000.00	\$7,000.00
10	Conduit Outlet Protection	1	UNIT	\$2,000.00	\$2,000.00
11	Tide Check Valve	1	UNIT	\$8,000.00	\$8,000.00
12	Topsoil and Seed	1,510	SY	\$4.00	\$6,040.00

**MAINTENANCE GUARANTEE ITEMS**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Evergreen Tree	6	UNIT	\$225.00	\$1,350.00

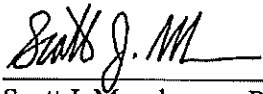
2	Deciduous Tree	7	UNIT	\$50.00	\$350.00
3	Shrub	20	UNIT	\$40.00	\$800.00
4	15" Dia. HDPE Pipe	7	LF	\$35.00	\$245.00
5	Inlet, Type 'E' Special with Weir	1	UNIT	\$7,000.00	\$7,000.00
6	Conduit Outlet Protection	1	UNIT	\$2,000.00	\$2,000.00
7	Tide Check Valve	1	UNIT	\$8,000.00	\$8,000.00
ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE GUARANTEE ITEMS)					\$2,500.00
SAFETY AND STABILIZATION GUARANTEE					\$5,000.00
ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE & NON-PERFORMANCE GUARANTEE ITEMS & SAFETY AND STABILIZATION GUARANTEE)					\$77,875.00
ESTIMATED IMPROVEMENT TOTAL (MAINTENANCE GUARANTEE ITEMS)					\$19,745.00
<b>PERFORMANCE GUARANTEE TO BE SUBMITTED</b> <i>(N.J.S.A. 40:55D-53.a.1 - (120% of estimated improvement total - Performance Guarantee Items) &amp; Safety and Stabilization Guarantee)</i>					\$8,000.00
<b>MAINTENANCE GUARANTEE ESTIMATE</b> <i>(15% of Performance Guarantee Items &amp; cost of private stormwater management facilities)</i>					\$2,961.75.00
<b>INSPECTION ESCROW TO BE SUBMITTED - 5% OF THE ESTIMATED IMPROVEMENT TOTAL (PERFORMANCE &amp; NON-PERFORMANCE GUARANTEE ITEMS &amp; SAFETY AND STABILIZATION GUARANTEE)</b> <i>(N.J.S.A. 40:55D-53.h - The initial deposit for inspection by the Township Engineer shall be the greater of \$500 or 5% of the cost of improvements)</i>					\$3,893.75

**NOTES:**

*See bold italicized notes above.*

1. Unit prices used to prepare this estimate are considered valid for the six (6) month period following the date of preparation.
2. This estimate is to be used for bonding purposes only and does not in any way indicate or warrant the actual construction costs that may be incurred by the Developer.
3. Items contained in this estimate pertain to site improvements only and correlate to the items shown on the final site plan submitted by the Developer.
4. The Municipal Engineer's office must be notified (at the above address) at least 48 hours in advance of installation of all the above improvements in order to schedule observations in accordance with the Municipality's Land Use Ordinance and Design Standards.

Prepared By:



\_\_\_\_\_  
 Scott J. Macpherson, PE, CME  
 Mott MacDonald

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

RESOLUTION #2023-95

Title: A RESOLUTION APPROVING THE ACCEPTANCE OF AND PARTICIPATION IN THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AND EMERGENCY MANAGEMENT AGENCY ASSISTANCE (EMAA) SUBAWARD #FY22-EMPG-EMAA-0505

WHEREAS, the Township of Lower Office of Emergency Management has applied for and been awarded a State Homeland Security Grant Program Sub-grant AFN #97.042, Subaward #FY22-EMPG-EMAA-0505 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The Subaward, consisting of a total amount of \$10,000.00 for the purpose of enhancing Lower Township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Township of Lower will use these funds to enhance our Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2022 to June 30, 2023; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Township of Lower Office Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management

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

- 1. That the Council accepts the award of the FFY22 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Chief Financial Officer and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.
3. That copies of this resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.

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 February 22, 2023.

Handwritten signature of Julie A. Picard, Township Clerk.

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

RESOLUTION #2023-96

Title: **A RESOLUTION AWARDING A CONTRACT TO CAPE MINING AND RECYCLING LLC FOR THE REMOVAL AND DISPOSAL OF WOOD CHIPS LOCATED AT THE MUNICIPAL UTILITY AUTHORITY ON AS NEEDED BASIS**

**WHEREAS**, the Township of Lower Public Works Department identified a need to arrange for the removal and disposal of wood chips located at the Municipal Utility Authority, and the Township has elected to contract for said services with Cape Mining & Recycling, LLC, utilizing a non-fair and open process pursuant to the provisions of N.J.S.A. 40A:11-5; and

**WHEREAS** pursuant to N.J.S.A. 40A:11-5(1)(s), "Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefor and shall be awarded by resolution of the governing body if the subject matter thereof consists of ... the marketing of recyclable materials recovered through a recycling program, or the marketing of any product intentionally produced or derived from solid waste received at a resource recovery facility or recovered through a resource recovery program, including, but not limited to, refuse-derived fuel, compost materials, methane gas, and other similar products;" and

**WHEREAS**, the Township of Lower's current recycling program includes branch and tree part collection thereby necessitating the need to contract for the removal and disposal of wood chips; and

**WHEREAS**, Township Council desires to authorize the above contract at the fee listed on the price list attached hereto as Exhibit A; and the CFO has certified the availability of funds as evidenced by her signature:

Appropriation: 3-01-32-465-611

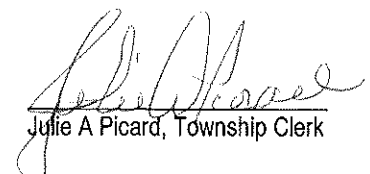
Signature: Lauren Read  
Lauren Read, CFO

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, in consultation with the Township Director of Public Works and Township Purchasing Agent, that Cape Mining is hereby awarded a contract for the removal and disposal of wood chips located at the Municipal Utility Authority upon authorization from the Director of Public Works with the approval of the CFO for the availability of funds through December 31, 2023.

**BE IT FURTHER RESOLVED**, that upon approval of this resolution, the fully executed Purchase Order shall serve as the Contract.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	X				
PERRY							
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 February 22, 2023.

  
Julie A Picard, Township Clerk

# CAPE MINING AND RECYCLING

609-465-5617

Price List 2023

**Materials Received Into Facility**

Concrete	\$ 8.75 per ton
Concrete with Rebar	\$10.00 per ton
Asphalt	\$ 6.00 per ton
Stumps/Tree Parts	\$35.00 per ton
Fill Received	\$ 6.00 per ton
Wood Chips	\$25.00 per ton

**Materials Picked-up or Delivered**

	Picked-up	Delivered South of Rt 83	Delivered North of Rt 83
Common Fill/Sand	\$ 5.25 per ton	\$ 9.75 per ton	\$10.75 per ton
Bankrun	\$ 7.25 per ton	\$11.75 per ton	\$12.75 per ton
I-5 Road Gravel	\$ 9.50 per ton	\$14.00 per ton	\$15.00 per ton
K-4/K-5 Sand	\$ 7.25 per ton	\$11.75 per ton	\$12.75 per ton
Screened Topsoil	\$16.00 per ton	\$19.50 per ton	\$20.50 per ton
I-5 Recycled Concrete	\$11.50 per ton	\$16.00 per ton	\$17.00 per ton
1-3" Recycled Concrete	\$20.50 per ton	\$25.00 per ton	\$26.00 per ton
I-5 Recycled Blend	\$10.00 per ton	\$14.50 per ton	\$15.50 per ton
Millings	\$ 8.50 per ton	\$13.00 per ton	\$14.00 per ton
Mulch	\$14.50 per cy	\$14.50 per cy*	\$14.50 per cy*
Black Mulch	\$18.50 per cy	\$18.50 per cy*	\$18.50 per cy*
Wood Chips	\$13.00 per cy	\$13.00 per cy*	\$13.00 per cy*

\*Specified Items have an additional Delivery Charge of \$80.00 plus \$.50 per yard

If a partial load is ordered-There may be an additional Delivery Charge

10 ton minimum on deliveries

Minimum Charge of \$10.00 each load of Concrete/Asphalt/Fill received

Minimum Charge of \$10.00 each load picked-up from facility

Minimum Charge of \$25.00 each load of Stumps/Tree Parts received

For Delivery-Please call at least 1 day prior to set-up delivery

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

RESOLUTION #2023-97

Title: ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMAN LICENSE FOR THE YEAR 2023

WHEREAS, Armen Avetisyan t/a A & T Ice, LLC has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2023; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk be authorized to issue the following license for the year 2023, after inspection of the vehicle with the Police Department:

Ice Cream Peddling Salesman License

Armen Avetisyan

Ice Cream Peddling Business License

2006 Ford E450 Super-duty Vin #1FDXE45P56DB03781

BE IT FURTHER RESOLVED, that anyone selling in conjunction with the above license shall do so only upon proper application and license approval by the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	X				
PERRY							
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 February 22, 2023.

  
Julie A Picard, Township Clerk

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

RESOLUTION # 2023-98

Title: **BID ACCEPTANCE AND AWARD OF REBID MUNICIPAL POOL RENOVATIONS**

**WHEREAS**, the Notice to Bidders for the Municipal Pool Renovations was advertised on January 25, 2023 and accepted on Wednesday February 15, 2023 at 10:00 a.m. prevailing time; and

**WHEREAS**, Two (2) Sealed Bids were received for the Municipal Pool Renovations and Fred Schiavone Construction was the lowest responsible, responsive bidder and satisfied all the requirements included in the specifications and provided all the proper bid documents; the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord #22-06 C-04-55-434-663 \$177,168.00  
Ord #19-06 C-04-55-425-663 \$ 44,829.00

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 for the Municipal Pool Renovations as follows:

**AWARD TO: FRED SCHIAVONE CONSTRUCTION**  
**TOTAL: \$221,997.00**

**BE IT FURTHER RESOLVED**, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

*Julie A. Picard*  
Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

February 15, 2023

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ  
Municipal Pool Renovations-Readvertised  
D&A File #: LT-C-025**

Dear Ms. Picard:

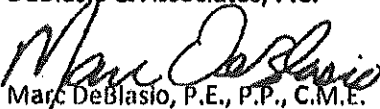
We have tabulated the two (2) bids received on February 15, 2023 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328 in the amount of \$221,997.00. Enclosed please find one (1) copy of the bid tabulation for your files.

Please note that the other bidder, Rambone Concrete, L.L.C., submitted their Bid Form from the original bid and not the current bid ("**Readvertised**") which is incorrect. We have attached a copy of Rambone Concrete, L.L.C.'s incorrect Bid Form to this correspondence so that the Township is aware of this situation.

In accordance with N.J.S.A. 40A:11-1 et seq., the award should be made to the lowest responsible bidder which appears to be Fred M. Schiavone Construction, Inc., P.O. Box 416, Malaga, NJ 08328 in the amount of \$221,997.00. The contractual award should be made contingent upon approval from the Township Purchasing Agent, Chief Financial Officer and Solicitor.

Should you have any questions or require any additional information, please do not hesitate to contact me or Will Hanson at our office.

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



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

President

T: 609-854-3311

Marc@deblasioassoc.com

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WWW.DEBLASIOASSOC.COM

**BID TABULATION (Rev.)**

Project Name: Municipal Pool Renovations - Readvertised  
 D&A Project #: LT-C-025  
 Client: Township of Lower  
 Bid Opening Date: 2/15/2023

Item #	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	AMOUNT	Fred M. Schiavone Construction, Inc. 2057 Tuckahoe Road Franklinville, NJ 08322		Rambone Concrete, LLC 1147 Sharp Road Vineland, NJ 08360	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>NJDOT PARTICIPATING ITEMS</b>									
1	CLEARING SITE	LUMP SUM	LUMP SUM	\$62,952.00	\$62,952.00			\$30,000.00	\$30,000.00
2	CONCRETE SIDEWALK, 4" THICK	1,000	S.Y.	\$67.80	\$67,800.00	\$13.50	\$121,500.00		
3	POOL PIPING REPLACEMENT	LUMP SUM	LUMP SUM	\$45,384.00	\$45,384.00	\$35,000.00	\$35,000.00		
4	4' HIGH VINYL FENCE SYSTEM	30	L.F.	\$48.00	\$1,440.00	\$100.00	\$3,000.00		
5	6' HIGH VINYL FENCE SYSTEM (IF & WHERE DIRECTED)	30	L.F.	\$60.00	\$1,800.00	\$100.00	\$3,000.00		
6	12' PVC DRAINAGE BASIN	2	UNIT	\$1,800.00	\$3,600.00	\$600.00	\$1,200.00		
7	8" HIGH DENSITY POLYETHYLENE CULVERT STORM PIPE	55	L.F.	\$60.00	\$3,300.00	\$100.00	\$5,500.00		
8	CONCRETE STAIR REPLACEMENT	1	UNIT	\$5,520.00	\$5,520.00	\$4,500.00	\$4,500.00		
9	TEST PIT EXCAVATION (IF & WHERE DIRECTED)	1	UNIT	\$1.00	\$1.00	\$350.00	\$350.00		
10	SANITARY SEWER SERVICE, PVC - SDR 26	50	L.F.	\$72.00	\$3,600.00	\$127.00	\$6,350.00		
11	SODDING (IF & WHERE DIRECTED)	200	S.Y.	\$25.80	\$5,160.00	\$2.75	\$4,950.00		
12	ALLOWANCE FOR UNFORSEEN ITEMS	LUMP SUM	LUMP SUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
13	DENSE GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	20	C.Y.	\$72.00	\$1,440.00	\$20.00	\$560.00		
<b>Total Amount Bid Based on Estimated Quantities for Base Bid Items 1 - 13:</b>					<b>\$221,997.00</b>			<b>\$235,910.00</b>	

Bidder's Mathematical Error

**BID FORM - Readvertised**

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the Township of Lower, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein specified, and according to the requirements of the Engineer as therein set forth,

Contract Completion Time: 70 Calendar Days

Municipal Pool Renovations  
Readvertised

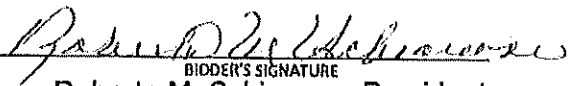
Item	Quantity	Units	Description	Unit Price	Amount
1	LUMP SUM	LUMP SUM	CLEARING SITE	\$62,952.	\$ 62,952.00
2	1,000	S.Y.	CONCRETE SIDEWALK, 4" THICK	\$ 67.80	\$ 67,800.00
3	LUMP SUM	LUMP SUM	POOL PIPING REPLACEMENT	\$ 45,384.	\$ 45,384.00
4	30	L.F.	4' HIGH VINYL FENCE SYSTEM	\$ 48.00	\$ 1,440.00
5	30	L.F.	6' HIGH VINYL FENCE SYSTEM (IF & WHERE DIRECTED)	\$ 60.00	\$ 1,800.00
6	2	UNIT	12' PVC DRAINAGE BASIN	\$ 1,800.	\$ 3,600.00
7	55	L.F.	8" HIGH DENSITY POLYETHYLENE CULVERT STORM PIPE	\$ 60.00	\$ 3,300.00
8	1	UNIT	CONCRETE STAIR REPLACEMENT	\$ 5,520.	\$ 5,520.00
9	1	UNIT	TEST PIT EXCAVATION (IF & WHERE DIRECTED)	\$ 1.00	\$ 1.00
10	50	L.F.	SANITARY SEWER SERVICE, PVC - SDR 26	\$ 72.00	\$ 3,600.00
11	200	S.Y.	SODDING (IF & WHERE DIRECTED)	\$ 25.80	\$ 5,160.00
12	LUMP SUM	LUMP SUM	ALLOWANCE FOR UNFORSEEN ITEMS	\$20,000.00	\$20,000.00
13	20	C.Y.	DENSE GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	\$ 72.00	\$ 1,440.00
Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive:				\$ 221,997.00	

Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive (Written):

two hundred twenty-one thousand nine hundred ninety-seven 00/100 DOLLARS

Fred M. Schiavone Construction, Inc.

BIDDER

  
BIDDER'S SIGNATURE

Roberta M. Schiavone, President

2/15/23

DATE

**BID FORM**

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Owner is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he/she has carefully examined the annexed proposed Bid Documents and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Requirements; that he/she or his/her representative has made a personal inspection of the site of the proposed work; and that he/she proposes and agrees that if this proposal is accepted, he/she will contract with the Township of Lower, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein specified, and according to the requirements of the Engineer as therein set forth,

Contract Completion Time: 90 Calendar Days

Municipal Pool Renovations

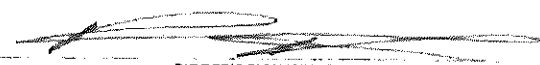
Item	Quantity	Units	Description	Unit Price	Amount
1	LUMP SUM	LUMP SUM	CLEARING SITE	\$ 30,000.	\$ 30,000.00
2	1,000	S.Y.	CONCRETE SIDEWALK, 4" THICK	\$ 13.50	\$ 12,500.00
3	LUMP SUM	LUMP SUM	POOL PIPING REPLACEMENT	\$ 35,000.	\$ 35,000.00
4	30	L.F.	4' HIGH VINYL FENCE SYSTEM	\$ 100.00	\$ 3,000.00
5	30	L.F.	6' HIGH VINYL FENCE SYSTEM (IF & WHERE DIRECTED)	\$ 100.00	\$ 3,000.00
6	2	UNIT	12" PVC DRAINAGE BASIN	\$ 600.00	\$ 1,200.00
7	55	L.F.	8" HIGH DENSITY POLYETHYLENE CULVERT STORM PIPE	\$ 100.00	\$ 5,500.00
8	1	UNIT	CONCRETE STAIR REPLACEMENT	\$ 4,500.	\$ 4,500.00
9	1	UNIT	TEST PIT EXCAVATION (IF & WHERE DIRECTED)	\$ 350.00	\$ 350.00
10	50	L.F.	SANITARY SEWER SERVICE, PVC - SDR 26	\$ 127.00	\$ 6,350.00
11	200	S.Y.	SODDING (IF & WHERE DIRECTED)	\$ 2.75	\$ 4,950.00
12	LUMP SUM	LUMP SUM	ALLOWANCE FOR UNFORSEEN ITEMS	\$ 20,000.00	\$ 20,000.00
13	20	C.Y.	DENSE GRADED AGGREGATE BASE COURSE (IF & WHERE DIRECTED)	\$ 20.00	\$ 560.00
Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive:				\$ 235,910	\$ 235,910.00

Total Amount Bid Based on Estimated Quantities 1 to 13, Inclusive (Written):

two hundred thirty five thousand nine hundred ten

DOLLARS

Bombard Concrete LLC  
BIDDER

  
BIDDER'S SIGNATURE

02/13/2023  
DATE

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

RESOLUTION #2023-99

Title: A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE CAPE MAY COUNTY ARPA INFRASTRUCTURE GRANT FOR STORMWATER OUTFALL IMPROVEMENTS

WHEREAS, the Council of the Township of Lower has determined that it is in the best interest of the Township improve and update stormwater outfalls; and

WHEREAS, funds for such an upgrade may be available to the Township of Lower under the Cape May County ARPA Infrastructure Grant and

WHEREAS, an application must be filed with the Cape May County ARPA Infrastructure Grant program to apply for such funds.

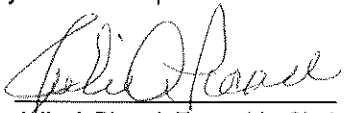
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Council of Lower Township, formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit a grant application.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of Lower Township and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
COOMBS			X			
ROY		X	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 February 22, 2023.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2023-100

Title: RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO EASTERN ARMORED SERVICES, INC. FOR ARMORED CAR SERVICES IN CONNECTION WITH BANKING SERVICES PROVIDED BY TD BANK

WHEREAS, on December 19, 2022, pursuant to Resolution 2022-397, the Township of Lower awarded a three (3) year contract for banking services to TD Bank, commencing January 1, 2023 through December 31, 2025; and

WHEREAS, one of the anticipated banking services offered by TD Bank and contemplated within said contract is the provision of an armored car service to facilitate the transport and delivery of banking deposits from the Township of Lower to the TD Bank branch located in Marmora, New Jersey; and

WHEREAS, TD Bank has advised the Township that it utilizes the services of Eastern Armored Services, Inc. for the provision of armored car services; and

WHEREAS, East Armored Services, Inc. has submitted a proposed Agreement to the Township of Lower outlining the terms and conditions upon which the armored car services will be provided to the Township; and

WHEREAS, the proposed Agreement received from Eastern Armored Services, Inc. provides that the armor car services will be provided at no direct cost to the Township, and that any required costs/fees will be billed directly to TD Bank who in turn will collect said fees from the Township in accordance with its current banking services contract with the Township; and

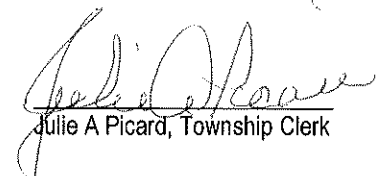
WHEREAS, the Township of Lower's Chief Financial Officer has certified that the aforementioned armored car services may be awarded without competitive bidding in accordance with the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., as the cost of same is anticipated and outlined within the banking services contract awarded to TD Bank; and

WHEREAS, in accordance with the provisions of the New Jersey Local Public Contracts Law, the Township of Lower is required to adopt a Resolution authorizing the award of a Professional Services Contact without public bidding and the proposed Agreement, a copy of which is attached hereto, must be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor and/or Township Manager are hereby authorized and directed to execute the attached one (1) year Non-Fair and Open Agreement, in accordance with N.J.S.A. 19:44A-20.5, with Eastern Armored Services, Inc. for the provision of armored car services to the Township of Lower.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

  
Julie A Picard, Township Clerk

## EASTERN ARMORED SERVICES, INC. SERVICE AGREEMENT

**THIS AGREEMENT** made this 30<sup>th</sup> day of January 2023 between Eastern Armored Services, Inc., a **CORPORATION** organized under the Laws of the State of New Jersey (“the **CORPORATION**”) having an address of 2145 Nottingham Way, Mercerville, New Jersey 08619, and Lower Township (the “**CUSTOMER**”) having an address of 2600 Bayshore Road, Villas, NJ 08251. Each of the **CORPORATION** and the **CUSTOMER** may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants and payments herein specified, the **Parties** agree as follows:

**FIRST:** For purposes of this Agreement, a “shipment” shall be one or more packages consigned to a single consignee.

**SECOND:** The **CORPORATION** agrees to call for securely sealed shipment or shipments said to contain currency, coin, checks, money orders and/or securities and other negotiable items as set forth in Schedule A, addended hereto (collectively “Valuables”), and receipt for same. In no event shall the **CORPORATION** be responsible for any shortage claimed in any such shipment or shipments if the said shipment or shipments are not distinctively labeled and securely sealed.

**THIRD:** The **CORPORATION** further agrees to deliver such shipment or shipments to the consignee designated on the bag, or tags affixed to such shipment or shipments.

**FOURTH:** Service provided by the **CORPORATION** on behalf of the **CUSTOMER** shall be on such day and at such places as outlined in Schedule A, attached hereto as an Addendum to this Agreement, along with the rates the **CUSTOMER** agrees to pay the **CORPORATION** for the Services.

**FIFTH:** Except as provided herein, the **CORPORATION** shall assume full responsibility for and shall indemnify the **CUSTOMER** against the loss of any and all Valuables contained in a sealed shipment or shipments up to the value marked on the shipment and the custody receipt given to the **CUSTOMER** until it is delivered to and receipted for by the consignee or the person designated by the consignee to give such receipt at the address named. If for any reason such delivery cannot be made the **CORPORATION**’s responsibility shall terminate when the same is delivered back to the **CUSTOMER** or **CUSTOMER**’s agent or to such other party as may be designated by the **CUSTOMER**. Actual amounts placed in such shipment or shipments that exceed the stated amount for which a receipt has been issued shall not be insured by the **CORPORATION** against loss or theft and shall be done at the sole risk of the **CUSTOMER**. The amount of liability shall not exceed five hundred thousand Dollars, U.S. (\$500,000) per shipment in cash. In addition, the **CORPORATION**’s liability regarding checks extends only to the cost of reconstruction. The **CORPORATION** does not insure the face value of checks.

**SIXTH:** The **CORPORATION** shall not be liable for any delay, or frustration of the services related to scheduling, transportation, or delivery caused by fire, strike, riot, labor trouble, accident, Act of God or government, communicable disease/virus, or any cause unavoidable or beyond the control of, or not arising from the fault or negligent act or omission of the **CORPORATION**.

The **CORPORATION** shall not be liable for any loss or damage caused by or resulting from:

- (1) Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack, (a) by any government or sovereign power (*de jure or de facto*), or by an authority maintaining or using military, naval or air forces; (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority of forces.
- (2) Any weapon or war employing atomic fission or radioactive force whether in time of peace or war.
- (3) Insurrection, riot, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation, seizure or destruction by order of any government or public authority.

**SEVENTH:** The **CORPORATION** agrees to pay over promptly to the **CUSTOMER** an amount equal to the value of all or any part of the Valuables contained in sealed package(s), up to the value marked on the package(s), when it fails to deliver such shipment as above specified, except as hereinafter provided. As a condition precedent of any claims hereunder for any loss, the **CUSTOMER** shall notify the **CORPORATION** in writing of any claim for loss within ten (10) days after delivery of any shipment with respect to which a loss is claimed, or if a shipment is not delivered, within ten (10) days following discovery of such loss or non-delivery by the **CUSTOMER** in the exercise of due diligence. Failure to notify the **CORPORATION** in a timely manner as described herein shall be deemed a waiver by the **CUSTOMER** of any loss or shortage and no account, suit or proceeding to recover for the specific loss shall be maintained against the **CORPORATION**.

**EIGHTH:** The **CORPORATION** agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of property received by it in a shipment, including Valuables ("Loss") from the time it is received by the **CORPORATION** until such time it is delivered to the consignee designated by the **CUSTOMER** to receive same, or in the event of non-delivery, until it is returned to the **CUSTOMER**. The **CORPORATION** does not assume liability for valuables while in the safe(s) on the **CUSTOMER**'s premises. The sole liability of the **CORPORATION** in the event of Loss from whatever cause, except as hereinafter further limited, shall be payment to the **CUSTOMER** up to the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in paragraph 5 of this Agreement or Schedule "A" whichever is less, for the designated shipment. The **CUSTOMER**

agrees to show proof in the form of register tapes and other documents of the contents of any missing items.

The **CUSTOMER** agrees with the **CORPORATION** that in the event of Loss, the **CUSTOMER** will completely cooperate to the extent to which it is capable in reconstructing checks constituting a part of the Loss and as to said checks, the **CORPORATION's** liability except as hereinafter limited shall be the payment to the **CUSTOMER** of reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, and any necessary costs because of stop-payment procedures. It is understood and agreed by the **Parties** to this Agreement that the words "reconstruct", "reconstructed," and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the checks and the identity of the maker or the endorser of each. "Complete cooperation" shall include requests by the **CUSTOMER** to the makers of the missing checks to issue duplicates and, in the event the maker refuses to do so, to assert all its legal and equitable rights against said maker or to subrogate such rights to the **CORPORATION** or its assigns.

**NINTH:** The **CUSTOMER** agrees to arrange to have a shipment or shipments ready for the **CORPORATION** upon **CORPORATION's** agent arrival for its prompt acceptance. Time of service will take place during **CUSTOMER's** regular business hours, shall be undefined for security purposes, and dictated by the volume and uncontrolled travel conditions of the **CORPORATION's** servicing route(s). The **CORPORATION** further does not operate around **CUSTOMER** lunch hours, emergency drills, delayed openings, or early closings.

**TENTH:** For the Services agreed to in Schedule A, hereto, the **CUSTOMER** or the **CUSTOMER's** representative if a third party, agrees to promptly pay the **CORPORATION**, upon presentation of an invoice or monthly invoices if cost is divided equally over a set number of months, the charge(s) set forth in Schedule A plus any applicable State and local taxes. Additional service fees (ASF) may be charged by the **CORPORATION**, to its **CUSTOMERS** who seek from the **CORPORATION**, physical discovery for physical or electronic delivery of documentation, and/or proof of delivery, and/or processing paperwork if applicable for services provided. **CORPORATION** Invoices are mailed or sent electronically on the first of the month with payment due by the 20<sup>th</sup> of that month. Failure in providing payment for scheduled services may result in temporary service suspension until payment is received. Subsequent failures to make on-time payments may result in quarterly, or annual (in advance) invoicing, or **CORPORATION's** immediate termination of agreement.

The Parties acknowledge that, if a **CUSTOMER** is a public entity, or the **CUSTOMER** is exempt from payment of taxes, the **CUSTOMER** agrees to provide satisfactory documentation evidencing such exemption. The **CUSTOMER** further agrees to defend and hold the **CORPORATION** harmless from and against any claim that the **CORPORATION** must pay or collect such taxes for the Services, including any interest, penalties, or legal costs.

**ELEVENTH:** The **CORPORATION** does not provide service on NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, EASTER SUNDAY, MEMORIAL DAY, JUNETEENTH, JULY 4TH, LABOR DAY, COLUMBUS DAY, VETERANS DAY, THANKSGIVING, DAY AFTER THANKSGIVING, CHRISTMAS, or any related observed days thereof (Fridays/Monday), because of a weekend holiday. Service days (Monday Through Sunday) which may fall on a holiday (corporate/customer/mutual) are excluded from the **CORPORATION's** monthly pricing. Services following holidays resume with a **CUSTOMER's** next regularly scheduled day.

**TWELVETH:** This Agreement shall take effect on the 13<sup>th</sup> day of February 2023 and shall remain in effect for twelve (12) months. The Agreement continues thereafter from year to year. If a service is subject to a proposed rate increase, the **CUSTOMER** or **CUSTOMER's** payor will be notified, and an updated agreement may be sent to the **CUSTOMER** for execution. This Agreement is subject to the right of either party to terminate by giving the other at least sixty (60) days prior written notice. The **CUSTOMER** or its designated payor remain responsible to pay invoices for sixty (60) days following any suspensions, abrupt cancellation, or cancellation prior to a sixty (60) day notice unless the **CORPORATION** has breached its obligations under this Agreement because of failures in performance resulting from occurrences within its control.

**THIRTEENTH:** Once **CORPORATION** is active in providing scheduled services as set forth in the "Schedule A", a **CUSTOMER** may temporarily suspend retained services by submitting a request in writing and for a term of no longer than 90 days if services are unneeded. This due only as a result to such events as outlined in the **SIXTH** section of this agreement. A monthly charge of 18% from a **CUSTOMER's** full rate will apply during such occurrences and invoiced as a "Retention Fee."

**FOURTEENTH:** This Agreement shall be governed in accordance with the laws of the State of New Jersey and the **Parties** agree to submit to the exclusive jurisdiction of the Superior Court of New Jersey, at a neutral venue, in any dispute arising out of or relating to the Agreement and the Addendum.

**IN WITNESS WHEREOF,** the **Parties** hereto have caused this Agreement to be duly executed by their proper officers, and duly authorized the day and year first written above.

**CORPORATION:**

**CUSTOMER:**

**EASTERN ARMORED  
SERVICES, INC.**

**Lower Township**

BY: Michael J Relak

BY: [Signature]

TITLE: Operations Manager

TITLE: Mayer Frank Sippel

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

RESOLUTION #2023-101

Title: TRANSFER OF 2022 APPROPRIATIONS

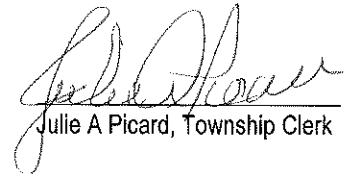
WHEREAS, N.J.S.A. 40A: 4-59 provides for appropriation transfers during the first three months of the succeeding year when it has been determined that any appropriation reserve for the immediately preceding fiscal year is insufficient to pay the claims authorized or incurred during the preceding year, which were chargeable to said appropriation, and there is an excess in any appropriation reserve over and above the amount deemed to be necessary to fulfill its purpose.

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 transfers, and totaling \$4,000.00 be made between the 2022 budget appropriation reserves:

LINE ITEM		ACCT. NUMBER	TO	FROM
RECREATION	OE	2-01-28-370-200	4,000.00	
RECREATION	S&W	2-01-28-370-100		4,000.00
			4,000.00	4,000.00

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	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 February 22, 2023.

  
Julie A Picard, Township Clerk