

Signed Resolutions – February 23, 2022

- Res. #2022-85 Authorization for the Payment of Vouchers \$ 410,717.45
- Res. #2022-86 Authorization for Refund of Taxes
- Res. #2022-87 A Resolution Requesting Release of Demolition Bond for Block 101, Lot 15, 128 E Bates Avenue
- Res. #2022-88 A Resolution Requesting Release of Demolition Bond for Block 512.08, Lot 2975; 433 Baywyn Road
- Res. #2022-89 Approving a Professional Service Contract with DeBlasio & Associates for the Engineering, Design and Construction Phases of the Replacement of Various Pavilions Project \$32,000)
- Res. #2022-90 Awarding an Economic Development Loan to Jan and Liz Rupinski
- Res. #2022-91 Bid Acceptance and Contract Award of Reconstruction of Delaware Avenue, Delaware Bay Drive, Millman Lane and Atlantic Avenue (LT-C-024) to Asphalt Paving Systems (\$1,483,300.)
- Res. #2022-92 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction
- Res. #2022-93 Award of Emergency Contracts for Snow Removal Due to Significant Snowfall Associated with Winter Storm Kenan (\$60,100.)
- Res. #2022-94 Contract Award to Rave Mobile Safety for Alerts for Public Safety (\$8,851.15)
- Res. #2022-95 Authorization for the Payout of Accumulated Compensatory Time (M. Perry \$10,352.25)
- Res. #2022-96 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client Privilege**

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01265	BRIAN DONAHUE	22-00440	02/16/22	CONTRACTUAL REIMBURSMENT M	Open	1,326.90	0.00		
01389	EDDIE'S AUTO BODY*	21-02372	09/24/21	NEW PATROL VEH. -PAINT DOORS	Open	1,566.00	0.00		B
		21-03112	12/10/21	VEHICLE REPAIR	Open	<u>2,806.16</u>	0.00		
						4,372.16			
01443	ERMA VOLUNTEER FIRE CO	22-00442	02/16/22	SPECIAL ELECTION 1/25/2022	Open	75.00	0.00		
01581	FIRST ASSEMBLY OF GOD CHURCH	22-00443	02/16/22	SPECIAL ELECTION 1/25/2022	Open	75.00	0.00		
01653	GENTILINI FORD*	22-00351	02/03/22	MATERIAL FOR VECHICLES/DPW	Open	2,039.11	0.00		
01785	ROBERT HARTMAN SR	22-00447	02/16/22	CONTRACTUAL REIMBURSEMENT M/V	Open	1,041.66	0.00		
01806	ANTHONY J HARVATT, II, ESQ	22-00290	01/28/22	ZBA SOLICITOR - FEBRUARY 2022	Open	625.00	0.00		
02025	HUNTER JERSEY PETERBILT*	22-00122	01/11/22	PARTS FOR TRUCKS/DPW/FEB	Open	2,294.71	0.00		
02027	JESCO INC*	22-00205	01/19/22	CUTTING EDGES- LOADER/BACKHOE	Open	3,830.57	0.00		
02134	THOMAS KEYWOOD	22-00446	02/16/22	CONTRACTUAL REIMBURSEMENT M	Open	790.08	0.00		
02236	NIGP MEMBERSHIP DEPT*	22-00405	02/08/22	2022 MEMBERSHIP VITELLI	Open	190.00	0.00		
02358	LCHR SCHOOL DISTRICT	20-00505	02/19/20	CREATE /MAINT WEBSITE 2019-380	Open	5,500.00	0.00		
02418	MAJESTIC SEWER AND DRAIN*	22-00411	02/10/22	SEWER BACK UP @ BENNETT'S	Open	195.00	0.00		
02725	THOMAS MILLS	22-00356	02/03/22	INSPECTIONS 2/1/22	Open	112.92	0.00		
02777	RR DONNELLEY*	21-03024	12/01/21	SAFETY PAPER	Open	367.50	0.00		
02811	JAMES MOY	22-00489	02/17/22	CONTRACTUAL REIMBURSMENT M	Open	129.89	0.00		
02947	DONALD MURPHY	22-00400	02/08/22	CONTRACTUAL REIMBURSEMENT M	Open	720.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03020	NJ DIVISION OF MOTOR VEHICLES	22-00346	02/03/22	REGISTER & TITLE NEW VEHICLES	Open	120.00	0.00		PC1
03053	STATE TREASURER	22-00264	01/24/22	MARIA BREWSTER TAX COLL CERTIF	Open	50.00	0.00		
03104	NORTHEAST IND.&MARINE SUPPLY*	22-00407	02/10/22	SUPPLIES FOR VEHICLES/DPW	Open	4,909.65	0.00		
03179	OFF-SHORE GETTY STATION*	22-00373	02/07/22	TOWING/DPW	Open	200.00	0.00		
03305	PEDRONI FUEL*	22-00438	02/14/22	NO LEAD GAS/DPW 2/3/22	Open	902.64	0.00		
03491	RENTAL COUNTRY*	22-00269	01/25/22	MACHINE RENTAL- TAHOE LAKE	Open	448.80	0.00		
03518	RIGGINS, INC.*	22-00415	02/10/22	OFF HIGHWAY DIESEL/DPW	Open	1,787.82	0.00		
03765	TAX COLL&TREAS ASSN OF C M C*	22-00265	01/24/22	2022 MEMBERSHIP-MARIA BREWSTER	Open	100.00	0.00		
03805	TOWNBANK VOLUNTEER FIRE CO.	22-00444	02/16/22	SPECIAL ELECTION 1/25/2022	Open	75.00	0.00		
03810	MUNICIPAL UTIL AUTH USAGE COST	22-00418	02/10/22	SEWER PD 10/15/21 - 1/15/22	Open	603.98	0.00		
		22-00422	02/10/22	WATER 10/15-1/15/22	Open	2,006.24	0.00		
						2,610.22			
03814	UNIVERSAL COMPUTING SERV., INC*	22-00233	01/20/22	COURT NOTICES/MAILERS	Open	596.40	0.00		
03971	VERIZON WIRELESS MDT POLICE	22-00353	02/03/22	VERIZON MDT - DPS	Open	760.48	0.00		
03985	VILLAS NAPA AUTO PARTS	22-00108	01/11/22	RDS/SANT/RECY/JAN	Open	3,273.74	0.00		
03995	VITAL COMMUNICATIONS, INC.*	22-00374	02/07/22	JANUARY 2022 TAPE TO EDMUNDS	Open	100.00	0.00		
04030	WEST PUBLISHING PAYMENT *	22-00060	01/07/22	CLEAR PROGRAM 2/1/22-1/31/23	Open	3,339.00	0.00		
04080	WINNER FORD*	21-01596	06/28/21	2021 FORD INTERCEPTOR	Open	65,382.00	0.00		
04085	CHRISTOPHER WINTER (EMPLOYEE)	22-00406	02/10/22	CONTRACTUAL REIMBURSEMENT M	Open	171.00	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
04097	CINTAS FIRST AID AND SAFETY*					
22-00196	01/19/22 FIRST AID SUPPLIES/DPW FEB	Open	111.28	0.00		
22-00391	02/07/22 COURT CINTAS SERVICE 2/2022	Open	<u>43.99</u>	0.00		
			155.27			
04261	STATE OF NEW JERSEY					
22-00355	02/03/22 4TH QTR 2021 UNEMPLOYMENT	Open	6,836.16	0.00		
04300	W B MASON CO INC*					
22-00370	02/07/22 FS paper	Open	86.97	0.00		
5027	CAPE MAY COUNTY FIRE PROTECTIO					
22-00254	01/24/22 CMC Fire Prev Assoc 2022 dues	Open	100.00	0.00		
6071	UNITED UNIFORMS LIMITED LIAB*					
21-02367	09/24/21 POLICE CLERKS POLO SHIRTS	Open	165.00	0.00		
7079	SUBURBAN PROPANE L P*					
22-00362	02/03/22 FREEMAN DOUGLASS MAINTENANCE	Open	645.52	0.00		
7098	SHORE VETERINARIAN ANIMAL *					
22-00437	02/10/22 ANIMAL CONTROL JANUARY 2022	Open	230.00	0.00		
7228	SOUTH STATE INC.*					
22-00277	01/26/22 RETURN OF UNUSED ESCROW 2021	Open	1,785.00	0.00		
7457	SERVPRO OF CAPE MAY COUNTY*					
22-00054	01/07/22 SERVE-PRO CLEANUP	Open	225.00	0.00		B
7475	SUZANNE M SCHEID					
22-00399	02/08/22 CONTRACTUAL REIMBURSEMENT M	Open	18.00	0.00		
7478	WINDSTREAM COMMUNICATION INC*					
22-00486	02/17/22 1/27 & 2/8/22 INV PHONE	Open	3,178.48	0.00		
7507	STEFANKIEWICZ & BELASCO LLC*					
22-00061	01/10/22 RES 2022-01 DNE \$150k EXPENSES	Open	7,555.00	0.00		B
7556	ATLANTIC ENVELOPE COMP, INC*					
22-00186	01/18/22 COURT ENVELOPES	Open	101.15	0.00		
7581	ASSOC OF STATE FLOODPLAIN					
22-00380	02/07/22 ASFM Membership- Ross 2022	Open	165.00	0.00		
7636	MOTT MACDONALD LLC*					
22-00357	02/03/22 ZONING BOARD ENGINEER	Open	499.75	0.00		
7747	KENNETH WALKER					
21-01472	06/11/21 EQUIPMENT ALLOWANCE 2021	Open	77.14	0.00		B
7820	DEBLASIO & ASSOCIATES, P.C*					
20-01870	08/10/20 WILS DR,1ST,2ND,3RD RES 20-212	Open	13,080.00	0.00		B
21-00694	03/22/21 RES 2021-115 CONSTRUCTION HVAC	Open	615.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7820	DEBLASIO & ASSOCIATES, P.C*				Continued				
		21-00695	03/22/21	RES 2021-116 NJDEP CARFA	Open	115.00	0.00		
		21-01413	06/11/21	CLEM MULLIGAN RENOVATIONS	Open	964.95	0.00		
		21-02257	09/10/21	#21-285 DESIGN ATLANTIC-HOWLAD	Open	66,670.00	0.00		B
		21-02889	11/17/21	ENGI SERVICES/MILLMAN 2021-353	Open	560.00	0.00		
		21-02904	11/17/21	ENGINEERING FIRE LANE 2021-351	Open	13,200.00	0.00		B
		21-02917	11/18/21	ENGIN. CLOVERDALE/EVERGREEN/SP	Open	3,510.00	0.00		B
		22-00358	02/03/22	ZONING BOARD ENGINEER	Open	77.00	0.00		
						<u>98,791.95</u>			
7865	H4 ENTERPRISES, LLC*								
		22-00299	01/28/22	1-28-22 STORM PLOWING CONTRACT	Open	45,000.00	0.00		
7896	CMC COURT ADMINISTRATORS ASSOC								
		22-00271	01/25/22	2022 CAPE MAY CO COURT ADMIN	Open	100.00	0.00		
7929	AMAZON CAPITAL SERVICES, INC*								
		22-00147	01/12/22	pens	Open	25.40	0.00		
		22-00272	01/25/22	Nouhaus Drafting chair	Open	209.99	0.00		
		22-00280	01/26/22	TABS FOR LMR & COFFEE CREAMER	Open	66.63	0.00		
		22-00283	01/26/22	FS cables for fit test	Open	18.18	0.00		
		22-00294	01/28/22	SIGN SHOP MATERIALS	Open	74.96	0.00		
		22-00308	02/01/22	SUPPLIES	Open	923.64	0.00		
		22-00312	02/01/22	PHONE CASES FOR DETECTIVES	Open	223.50	0.00		
		22-00349	02/03/22	TOWNHALL SUPPLIES 2/1/22	Open	92.47	0.00		
		22-00393	02/07/22	COURT OFFICE SUPPLIES	Open	35.50	0.00		
		22-00412	02/10/22	FS amazon toiletries	Open	54.31	0.00		
						<u>1,724.58</u>			
8046	SAMPLE MEDIA INC								
		22-00388	02/07/22	Star Wave 2022 mtg ad	Open	83.16	0.00		
8131	DOCUVAULT SECURE SHREDDING LC*								
		22-00410	02/10/22	SHREDDING BLANKET 2022	Open	96.00	0.00		B
		22-00416	02/10/22	SHREDDING 10/31-11/30-12/31/21	Open	388.00	0.00		
						<u>484.00</u>			
8146	IAAO								
		22-00379	02/07/22	IAAO Membership-Dowe 2022	Open	225.00	0.00		
8448	STAR GENERAL CONTRACTING *								
		22-00368	02/07/22	DOUGLASS PARK/CANAL PARK	Open	220.00	0.00		B
8460	RE BUSINESS SOLUTIONS *								
		22-00414	02/10/22	REPAIR PRINTERS TAX OFFICE	Open	353.00	0.00		
8524	FRED M SCHIAVONE CONSTRUCTION*								
		21-01854	07/23/21	CLEM MULLIGAN RENOVATIONS	Open	52,580.92	0.00		B
8584	YELLOWFIN EVENTS, LLC								
		21-02620	10/28/21	RETURN UNUSED ESCROW	Open	108.12	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8672	LOGMEIN INC.	22-00130	01/11/22	2022 GO TO MEETING	Open	19.00	0.00		PC1
8676	GPANJ	22-00403	02/08/22	2022 GPANJ MEMBERSHIP VITELLI	Open	100.00	0.00		
8703	GRACIE GLOBAL LLC	21-03085	12/09/21	TRAINING JANUARY 17-21, 2022	Open	1,800.00	0.00		
8721	BLANEY, DONOHUE, & WEINBERG PC	22-00063	01/10/22	RES 2022-02 LABOR DNE \$40K	Open	696.00	0.00		B
8722	LAW OFFICE OF KARAVAN &	22-00064	01/10/22	RES 2022-03 TAX APPEAL DNE\$10K	Open	275.00	0.00		B
		22-00419	02/10/22	MORREL & HANSEN TAX APPEAL	Open	137.50	0.00		B
						412.50			
8725	W. CAMPBELL SUPPLY CO AC*	22-00089	01/11/22	MATERIALS/TRUCKS/COUNTY	Open	176.22	0.00		
8727	HELENE MASON	22-00162	01/14/22	TRASH CAN REPLACEMENT	Open	34.09	0.00		
8739	ATLANTIC COUNTY RENTAL	22-00320	02/01/22	DRIVE WHEELS FOR STOW CUTTER	Open	179.95	0.00		
8740	STEFANIE DITEODORO	22-00371	02/07/22	REIMBURSEMENT- BASKETBALL	Open	20.00	0.00		
8741	VICTIMS OF CRIME COMPENSATION	22-00375	02/07/22	PD RESERVE EXCESS REMITTANCE	Open	2,516.53	0.00		
8744	BURTON SPOTTISWOODE	22-00423	02/10/22	b-823.01 L-3 C0107	Open	2,104.66	0.00		
8745	JASMIN PEREZ	22-00424	02/10/22	B-61 L-31 PEREZ, JASMIN	Open	679.90	0.00		
8746	LAWRENCE IRWIN	22-00425	02/10/22	B-700.01 L-3 C0904 IRWIN	Open	3,088.84	0.00		
FORTUNE	FORTUNE TITLE AGENCY *	22-00409	02/10/22	SEARCH FEE FORECLOSURE GR 1	Open	2,790.00	0.00		
HILLM	MICHAEL & MICHELE HILL	22-00354	02/03/22	RETURN OF UNUSED ESCROW	Open	84.20	0.00		

Total Purchase Orders: 115 Total P.O. Line Items: 0 Total List Amount: 410,717.45 Total Void Amount: 0.00

RESOLUTOIN #2022-85

AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

TOTAL BILL LIST \$410,717.45

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-86

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
823.01	3	Burton Spottiswoode 902 Ocean Drive Unit 107	Signed up for ACH – Mortgage Resp	\$ 2,104.66
61	31	Jasmin Perez 15 Desoto Avenue	H/O Pd Taxes, Mortgage Responsible	\$ 679.90
700.01	3	Lawrence Irwin 9601 Atlantic Ave – Unit 904	H/O Pd Tax – Mortgage Responsible	\$ 3,088.84

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.


Julie A Picard, Township Clerk

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

RESOLUTION #2022-87

Title: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR BLOCK 101, LOT 15,
128 E. BATES AVENUE

WHEREAS, Cape Island Carpet Care and Restoration, Inc. posted a Demolition Bond with the Township of Lower, in the amount of \$500.00, and

WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued September 27, 2019.

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.


Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Frank Sippel &
Council Members

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

DATE: February 14, 2022

RE: Release of Demolition Bond
Cape Island Building
128 E. Bates Avenue
Block 101 Lots 15
Resolution #2022-87

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A certificate of occupancy was issued September 27, 2019. Thank you.

WJG:las

att.

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

RESOLUTION #2022-88

Title: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR BLOCK 512.08, LOT 2975;
433 BAYWYN ROAD

WHEREAS, Select Modular Homes, Inc. posted a Demolition Bond with the Township of Lower, in the amount of \$500.00, and

WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued December 21, 2021.

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.


Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Frank Sippel &
Council Members

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

DATE: February 14, 2022

RE: Release of Demolition Bond
Select Modular Homes, Inc.
433 Baywyn Road
Block 512.08 Lots 2975
Resolution #2022-88

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A certificate of occupancy was issued December 21, 2021. Thank you.

WJG:iab

att.

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

RESOLUTION #2022-89

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR THE ENGINEERING, DESIGN AND CONSTRUCTION PHASES OF THE REPLACEMENT OF VARIOUS PAVILIONS PROJECT - DA FILE #LT-C-027**

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

WHEREAS, DeBlasio & Associates have provided the attached proposal in the amount of \$32,000 for the Replacement of Various Pavilions Project:

Engineering and Design Phase:	\$18,500.00
Construction Phase	\$ 13,500.00

and the CFO has certified the availability of funds in the following budget lines as evidenced her signature:

Appropriation: C-04-55-422-910

Signature: *Lauren Read*
Lauren Read, CFO

WHEREAS, DeBlasio & Associates have completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political candidate or committee in the Township of Lower in the previous year and will prohibit him from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a Professional Service Contract without public bidding is awarded to DeBlasio & Associates for the Engineering, Design and Construction Phases for the Replacement of Various Pavilions Project in the amount of \$32,000.00, copy of proposal attached hereto; with the Superintendent of Recreation being the sign-off for this Purchase Order.

BE IT FURTHER RESOLVED that this award shall be published in the Township's Official newspaper.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.

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 8, 2022

VIA EMAIL

Mr. Mitchell Plenn, Superintendent of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
Replacement of Various Pavilions
D&A File #: LT-C-027**

Dear Mr. Plenn:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering and construction phase services for the **Replacement of Various Pavilions**. Based on our conversations and meeting on October 14, 2021, it is our understanding that the Township's objective for this project is to rehabilitate two existing pavilions and replace five existing pavilions. To complete the above referenced scope of work, our professional service fee and estimated project costs are listed below:


- | | |
|---|--------------------|
| ➤ Engineering and Design Phase Cost: | \$18,500.00 |
| • Survey & Base Mapping | |
| • Design Plans and Specifications | |
| • Public Bidding Procurement | |
| ➤ Construction Phase Cost: | \$13,500.00 |
| • Part Time Construction Observation Based on 120 Hours | |
| • Contract Administration | |
| • Completion of As Built Plans | |
| • Project Close Out | |

Total Professional Service Fee: \$32,000.00

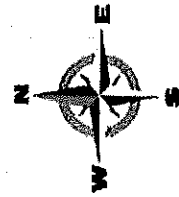
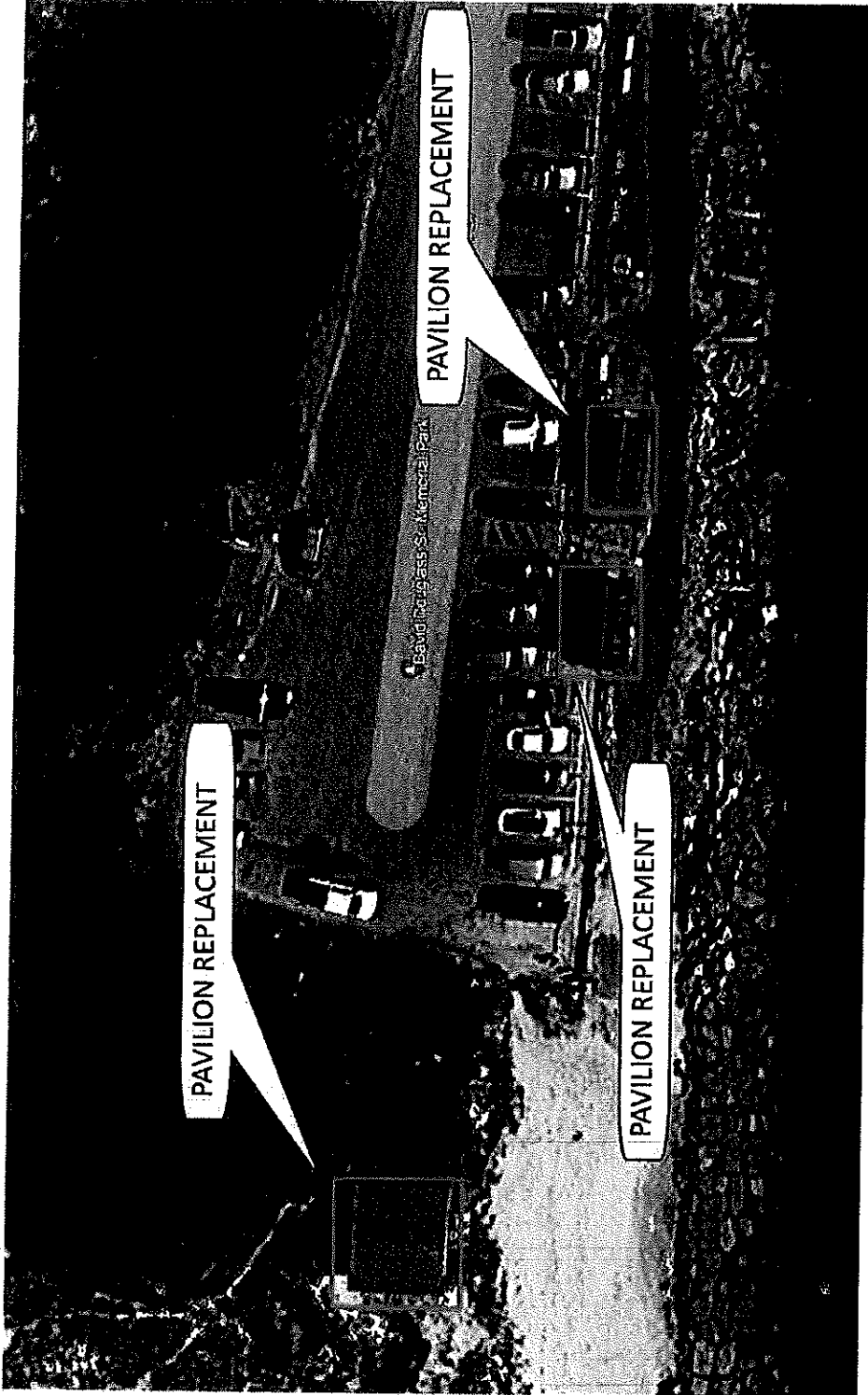
Based on the resulting decisions regarding the proposed improvements, the engineer's estimate of construction cost is \$300,000.00. Enclosed please find one (1) copy of the Project Location Maps for your information.

Upon your authorization, we are prepared to begin work immediately on the Township's **Replacement of Various Pavillions**. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

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


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

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



PROJECT LOCATION MAP

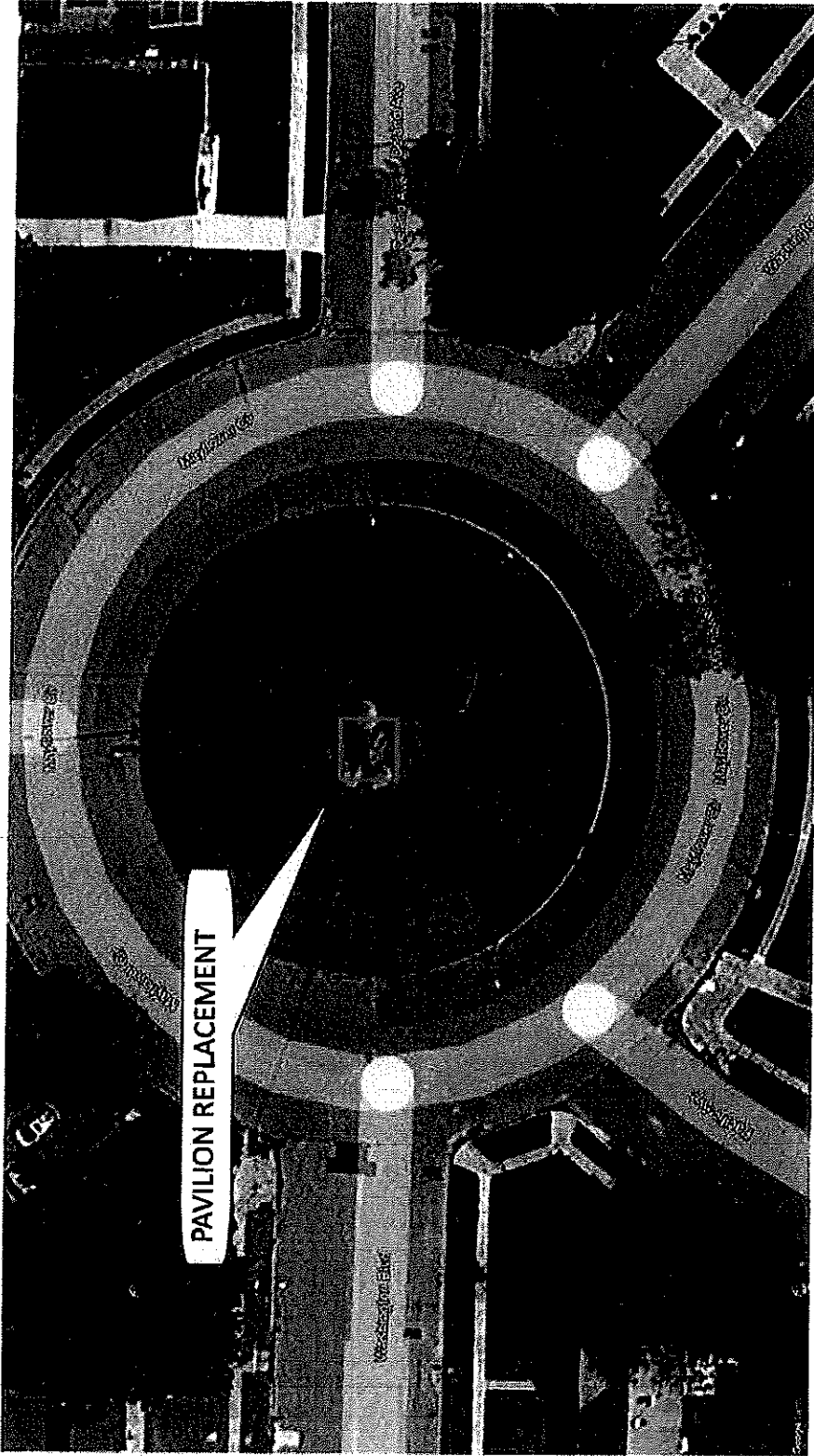
VARIOUS PAVILION REPLACEMENT

Township of Lower, Cape May County, New Jersey

Date: 10/22/2021

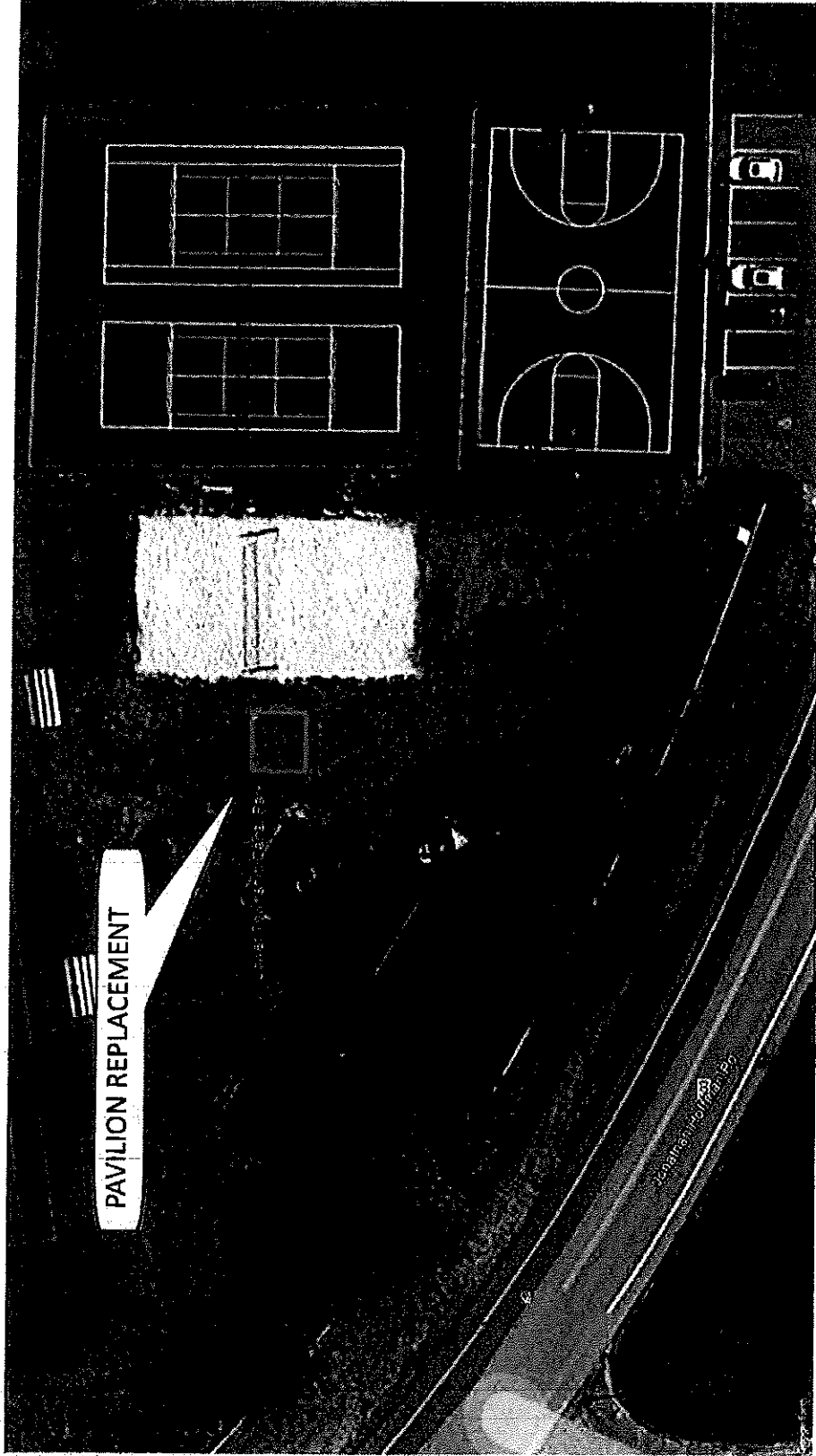
**DEBLASIO &
ASSOCIATES**

CONSULTING ENGINEERS AND PLANNERS



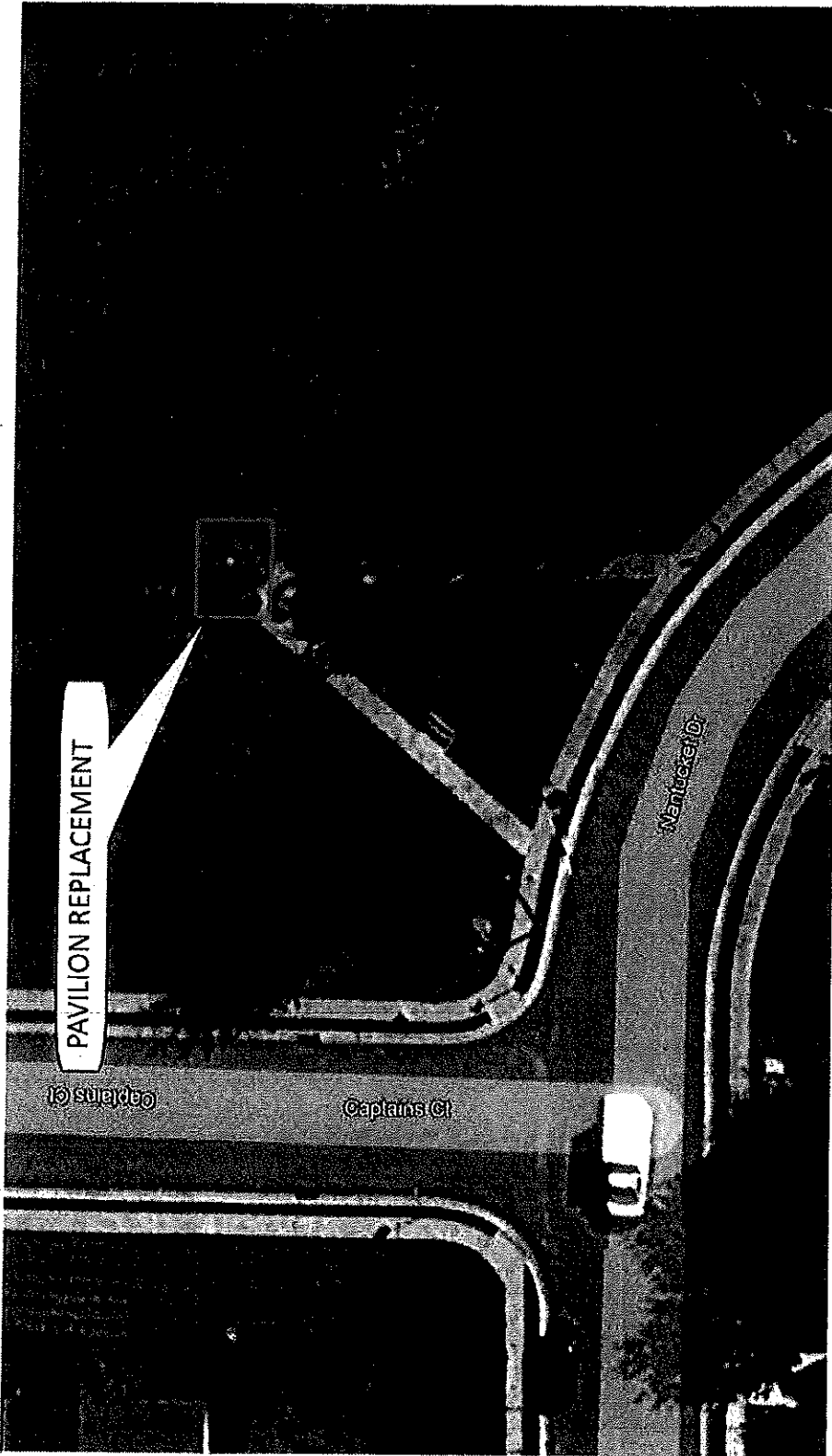
PROJECT LOCATION MAP
VARIOUS PAVILION REPLACEMENT
Township of Lower, Cape May County, New Jersey
Date: 10/22/2021

**DEBLASIO &
ASSOCIATES**
CONSULTING ENGINEERS AND PLANNERS



PROJECT LOCATION MAP
VARIOUS PAVILION REPLACEMENT
Township of Lower, Cape May County, New Jersey
Date: 10/22/2021

**DEBLASIO &
ASSOCIATES**
CONSULTING ENGINEERS AND PLANNERS



PROJECT LOCATION MAP

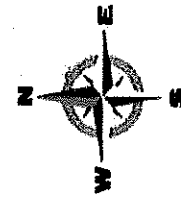
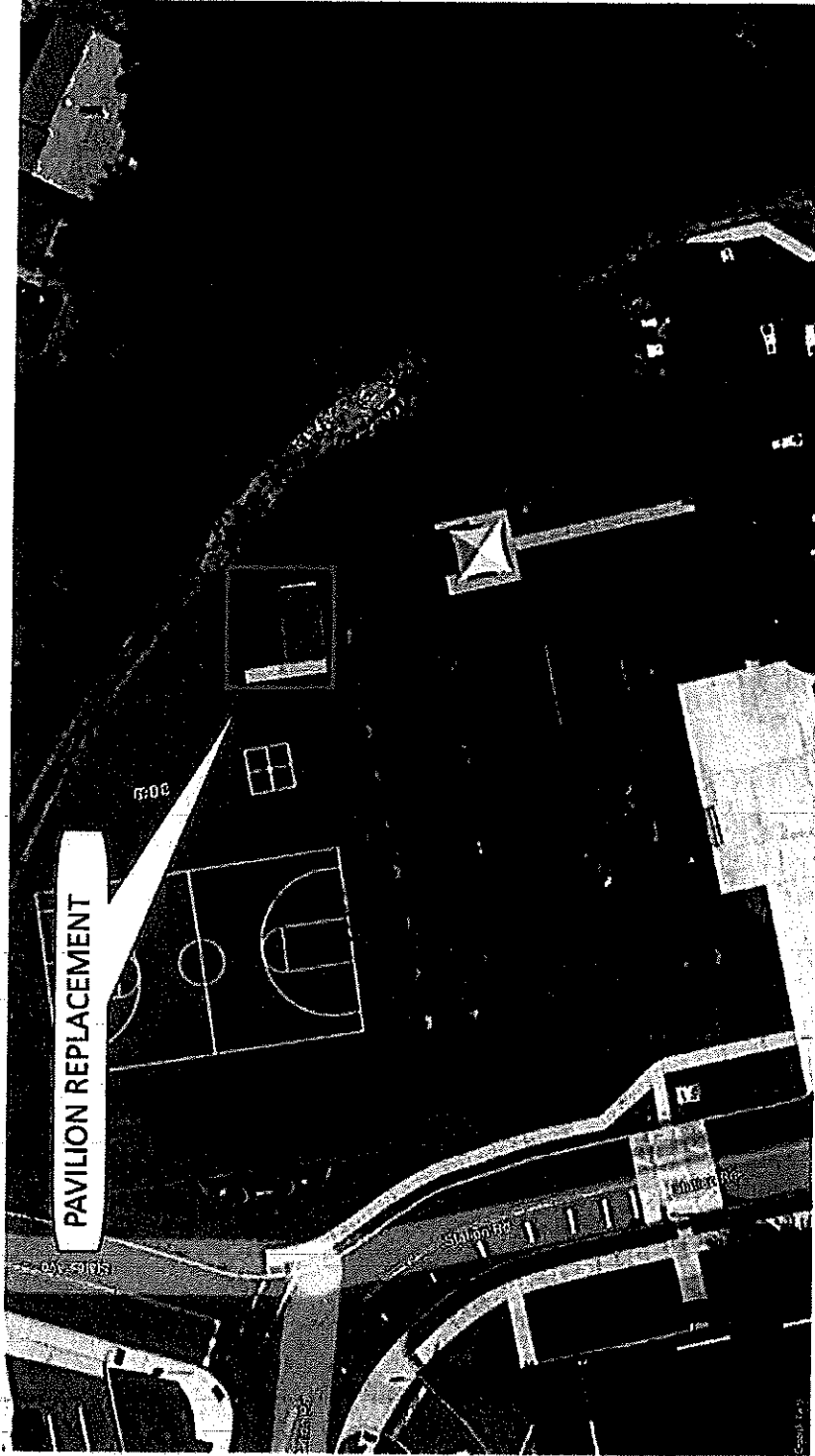
VARIOUS PAVILION REPLACEMENT

Township of Lower, Cape May County, New Jersey

Date: 10/22/2021

**DEBLASIO &
ASSOCIATES**

CONSULTING ENGINEERS AND PLANNERS



PROJECT LOCATION MAP
VARIOUS PAVILION REPLACEMENT
Township of Lower, Cape May County, New Jersey
Date: 10/22/2021

**DEBLASIO &
ASSOCIATES**
CONSULTING ENGINEERS AND PLANNERS

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

RESOLUTION # 2022-90

Title: **AWARDING AN ECONOMIC DEVELOPMENT LOAN TO JAN AND LIZ RUPINSKI**

WHEREAS, the Township of Lower has established a revolving loan fund to finance economic development projects; and

WHEREAS, Jan and Liz Rupinski's application for a Lower Township loan meets all the qualifications of the Lower Township Economic Development Program Guidelines.

NOW THEREFORE BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council approves a loan of \$57,305 to Jan and Liz Rupinski whose business ANCO Hardware is located at 2410 Bayshore Road, Villas, NJ 08251, contingent upon fulfillment of all collateral and administrative requirements.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held February 23, 2022.


Julie A Picard, Township Clerk

ccrippen

From: ccrippen
Sent: Wednesday, February 2, 2022 2:35 PM
To: jrupinski@comcast.net
Subject: RE: External FW: RUPINSKI LETTER OF LOAN REQUEST 02.02.2022

Hi,

I plan to recommend to Council an extension to your loan in the amount of \$57,305. This amount reflects the provided estimates. Professional fees and approvals are not eligible costs. The interest rate will remain at 2.25%.

Council will consider the loan extension at their February 21st meeting.

Best,

Colleen Crippen

From: Mr. J. W. Rupinski <jrupinski@comcast.net>
Sent: Wednesday, February 2, 2022 8:02 AM
To: ccrippen <ccrippen@townshipoflower.org>
Cc: Rupinski, Jan W. <jrupinski@comcast.net>; Rupinski, Elizabeth N. <liz.ancoace@comcast.net>
Subject: External FW: RUPINSKI LETTER OF LOAN REQUEST 02.02.2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

Checking in to see if any progress has been made on this request.

Please let us know.

Thank you

Jan and Liz Rupinski
Liz cel 6609.827.1635

Jan & Liz Rupinski

401 Baywood Drive

North Cape May, NJ 08204

Cel 609.827.1635

Email jwr@ancohardware.com

December 23, 2021

Attention: Colleen Crippen, Grants Coordinator, Township of Lower

Re: Lower Township Economic Development Program Loan

Property Location: 2410 Bayshore Road, Villas, NJ 08251 [Ace Hardware Store]

We respectfully request an additional extension to our existing loan in the amount of \$65,205.00 to proceed with the addition of a 24' x 24' attached storage building to our existing structure that will replace the existing lean-to and storage trailer in place now.

Approximate costs listed below

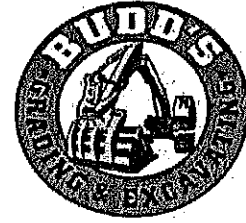
• Building	\$37,065
• Insulation	1642
• Gutter	622
• Concrete floor	7676
• Ground prep	10,300
• Approvals	900
• Professional Fees	6000
• Electrical	1000
Total	\$65,205

Thank you for your consideration in this matter.

Jan & Liz Rupinski

Budd's Grading & Excavating, LLC

109 Fulling Mill Road Villas, NJ 08251
 Phone: (609) 374-4751
 Fax: (609) 886-2672
 Email: info@buddscontracting.com
 www.buddscontracting.com



12/3/2021

Date

Liz Rupinski- Ace Hardware

Customer

lrupinski@comcast.net

Customer Email

(609) 827-1635

Customer Phone Number

Location of Project:	Estimate Number:	Terms:
2410 Bayshore Road, Villas, NJ 08251	1740	NET 15
Description of Project:	Projected Cost:	
Demo of storage area connected to building pad, removal of concrete slab in same area, removal of storage container, removal of stone around container and at the rear of the pink house. Use stone to fill in low areas to sub-grade of building and compact/roll.	\$4,500.00	
Installation of a 2' x 2' x 25' stone trench drain between rear walkway and new building pad to help with drainage. To be done at same time as demo and pad prep work. Stone only, no pipe or fabric. To be done while on site for other work.	\$850.00	
Install and compact 25' x 25' x 6" thick recycled concrete base building pad prior to building and while on site for demo and other work.	\$2,450.00	
<p><i>Note: pricing is based on 1 mobilization of equipment and all work listed being done at the same time.</i></p> <p>Optional Pricing (not in final price): ></p> <p>Return and replacement of 2" of 3/4" grey stone (exact color cannot be guaranteed) behind pink building and next to new building after new building is completed. Total area is approximately 275 SF. = \$800.00 *</p> <p>Inside fence area: remove 25' x 10' of asphalt up to 4" thick and replace with 6" thick recycled concrete base and compact. Job priced while on site doing demo work = \$1,700.00 *</p>		
		<p>INCLUDE JK</p> <p>INCLUDE J</p>
Total Estimated Cost of Project:	\$7,800.00	

800. --
 1700. --
 Total 10,300.00

BUILDING QUOTE

DATE 11/8/21



- Residential
 - Commercial
 - Farm/Ag
 - Equestrian
 - Other _____
- * Delmarva Builds Package (Materials Only)

BUILDING CONSULTANT

Stephan Beachy

11-8-2021

Building Size: 24 X 24 X 16 • **Roof Pitch:** 4/12

Specifications:

- Attached To Existing Block Bldg with
- 12" Overhang On Eaves & Gables
- ROOFING: Metal Sales 26 Ga., Limited Lifetime Warranty
- SIDING: Metal Sales 26 Ga., Limited Lifetime Warranty
- 3-Ply 2x6 Glulam Posts at 8' o/c with Foundation Protection
- 18" Diameter Poured Concrete Footers
- One (1) - 12'x14' Insulated Garage Door (no opener)
- One (1) - 3'0"x8'8" Entry Door (Solid) with Lever Lockset
- Four (4) - 4'x2' Fixed Windows
- Level 1 Insulation / Moisture Barrier under Roof & Side Steel
- Customer to remove existing lean-to & concrete pad
- 5" Seamless Gutters with Two (2) Down Spouts
- Vented Ridge
- Concrete and Concrete Prep: Optioned Separately
- Fill Dirt Not Included (Provided by Customer)
- Permit Pulled by Customer
- Engineer Sealed Structural Drawings (Shell Only)

FREE LEVEL 1 INSULATION ON YOUR ENTIRE BUILDING + **FREE 26 GAUGE METAL THICKNESS UPGRADE ON YOUR ENTIRE BUILDING** + **\$500 OFF HVAC SYSTEMS** + **\$500 OFF ELECTRIC PACKAGES**

PRICE

\$ 37,065.00

NOTE: OPTIONS ARE NOT INCLUDED IN THE ABOVE PRICE

I Want to Lock in my Building

Signature _____ Date _____

* This form, formal contract and closing documents will be typed

Upgrade to Level 2 Insulation on Roof AND Walls (R10)	\$ 1,642.00
Champion Gutter Guard - 100% Clog Free Guarantee	\$ 622.00
5'x24'x24' Concrete Floor with 3' Apron at Garage Door & 4'x4' Apron at Entry-Fill Dirt NOT Incl.	\$ 7,676.00
	Total 47,005.00

OPTIONS
Not included in the price quoted

Jan Rupinski

2410 Bayshore Drive, Villas, NJ 08251

(609) 408-2888

jwr@ancohardware.com

iLovePoleBuildings.com

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

RESOLUTION # 2022-91

Title: **BID ACCEPTANCE AND CONTRACT AWARD OF RECONSTRUCTION OF DELAWARE AVENUE, DELAWARE BAY DRIVE, MILLMAN LANE AND ATLANTIC AVENUE (LT-C-024) TO ASPHALT PAVING SYSTEMS**

WHEREAS, the Notice to Bidders for the Reconstruction of Delaware Avenue, Delaware Bay Drive, Millman Lane and Atlantic Avenue (LT-C-024) was advertised on January 26, 2022 and accepted on February 15, 2022 at 10:00 a.m. prevailing time; and

WHEREAS, One (1) sealed bid was submitted and reviewed by the Township Engineer and Public Works Superintendent Gary Douglass; and

WHEREAS, Asphalt Paving Systems, Inc. was the lowest qualified bidder complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by her signature below:

Budget Appropriation: Ord #21-17 C-04-55-432-100

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: ASPHALT PAVING SYSTEMS INC.
TOTAL: \$1,483,300.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.

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, 2022

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ
Reconstruction of Delaware Avenue, Delaware Bay Drive, Millman Lane and Atlantic Avenue
D&A File #: LT-C-024**

Dear Ms. Picard:

We have tabulated the one (1) bid received on February 15, 2022 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, NJ 08037 in the amount of \$1,483,300.00. Enclosed please find one (1) copy of the bid tabulation for your files.

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 Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, NJ 08037 in the amount of \$1,483,300.00. 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 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

cc: Michael Laffey, Manager (via email w/encl.)
Margaret Vitelli, Qualified Purchasing Agent (via email w/encl.)
Gary Douglass, Public Works Superintendent (via email w/encl.)
David Stefankiewicz, Solicitor (via email w/encl.)

WWW.DEBLASIOASSOC.COM

BID TABULATION

Project Name: Reconstruction of Delaware Bay Drive, Millman Lane, Delaware Avenue and Atlantic Avenue

D&A Project #: LT-C-024

Client: Township of Lower

Bid Opening Date: February 15, 2022

Asphalt Paving Systems, Inc.
P.O. Box 530
Hammonton, NJ 08037

Item #	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	\$7,500.00	\$7,500.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	\$42,806.80	\$42,806.80
3	FUEL PRICE ADJUSTMENTS	2,700	DOLLAR	\$1.00	\$2,700.00
4	ASPHALT PRICE ADJUSTMENTS	7,500	DOLLAR	\$1.00	\$7,500.00
5	PULVERIZED SOIL AGGREGATE SUB BASE, ROAD MIX, 6" THICK	22,500	S.Y.	\$12.50	\$281,250.00
6	STABILIZING AGENT, BITUMINOUS MATERIAL	67,500	GALLON	\$3.00	\$202,500.00
7	STABILIZING AGENT, CEMENT (IF AND WHERE DIRECTED)	100	TON	\$135.00	\$13,500.00
8	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 2" THICK	2,900	TON	\$87.00	\$252,300.00
9	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	2,900	TON	\$93.00	\$269,700.00
10	CONCRETE DRIVEWAY, 6" THICK	250	S.Y.	\$120.00	\$30,000.00
11	CONCRETE SIDEWALK, 4" THICK	20	S.Y.	\$115.00	\$2,300.00
12	HOT MIX ASPHALT DRIVEWAY, 2" THICK	550	S.Y.	\$60.00	\$33,000.00
13	NO ITEM	0	0	\$0.00	\$0.00
14	RESET EXISTING STONE	50	S.Y.	\$20.00	\$1,000.00
15	TURF REPAIR STRIP	9,500	L.F.	\$3.00	\$28,500.00
16	RESET EXISTING CASTINGS	26	UNIT	\$100.00	\$2,600.00
17	RESET WATER VALVE BOXES	31	UNIT	\$50.00	\$1,550.00
18	TEST PITS	11	UNIT	\$1.00	\$11.00
19	INLET, TYPE "A"	28	UNIT	\$4,000.00	\$112,000.00
20	CONNECT TO EXISTING STORM SEWER (IF AND WHERE DIRECTED)	4	UNIT	\$100.00	\$400.00
21	12" DUCTILE IRON CULVERT PIPE, CLASS 52	675	L.F.	\$165.00	\$111,375.00
22	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	900	S.Y.	\$10.00	\$9,000.00
23	GROUT EXISTING STORM SEWER PIPE	5	C.Y.	\$100.00	\$500.00
24	BICYCLE SAFE GRATES (IF AND WHERE DIRECTED)	2	UNIT	\$400.00	\$800.00
25	INLET FILTERS, TYPE 1	720	S.F.	\$0.01	\$7.20
26	12" HIGH DENSITY POLYETHYLENE CULVERT PIPE	600	L.F.	\$110.00	\$66,000.00
27	TRAFFIC MARKINGS, LINES, LONG-LIFE, THERMOPLASTIC - 12" WIDE	450	L.F.	\$10.00	\$4,500.00
TOTAL AMOUNT BID BASED ON ESTIMATED QUANTITIES FOR BID ITEMS 1 - 27					\$1,483,300.00

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

RESOLUTION #2022-92

Title: AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE

WHEREAS, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the Township surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on Schedule A on an online auction website.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.


Julie A Picard, Township Clerk

2/23/2022

GOV DEALS RES 2022-92

DEPARTMENT -LOCATION	DESCRIPTION /VEHICLE / VIN#	FA#
DPW	TRAFFIC TRAILER	N/A
PD-DPW	2010 DODGE CHARGER - 2B3AA4CT0AH144483	2451
PD-DPW	2009 DODGE DURANGO- 1D8HB38P39F712921	2409
TOWNHALL	DELL TOWER	2622
TOWNHALL	IBM TYPEWRITER	1303
TOWNHALL	DELL PRINTER 2350DN	2624
TOWNHALL	DELL OPTIPLEX TOWER	3163
TOWNHALL	DELL OPTIPLEX TOWER	2717
TOWNHALL	DELL OPTIPLEX TOWER	3822
TOWNHALL	DELL OPTIPLEX TOWER	3720
TOWNHALL	DELL OPTIPLEX TOWER	2634
TOWNHALL	DELL OPTIPLEX TOWER	3162
TOWNHALL	DELL OPTIPLEX TOWER 3020	3224
TOWNHALL	TV CART	N/A
TOWNHALL	HP PRINTER	1534
TOWNHALL	HP PRINTER P3005X	2520
TOWNHALL	(11) VARIOUS COMPUTER SCREENS	N/A
TOWNHALL	ALLEGRO ZENITH VCR	N/A
TOWNHALL	SHARP VC-H965	N/A
TOWNHALL	VIALTA DVD	N/A
TOWNHALL	BATTERY BACK UP	3998
TOWNHALL	BATTERY BACK UP	N/A
TOWNHALL	DELL 780 TOWER	N/A
TOWNHALL	DELL OPTIPLEX 755	2407
TOWNHALL	DELL OPTIPLEX GX280	2143
TOWNHALL	DELL OPTIPLEX 780 TOWER	2487
TOWNHALL	DELL GX270 TOWER	N/A
TOWNHALL	DELL GX270 TOWER	N/A
TOWNHALL	DELL OPTIPLEX 320 MINI TOWER	2343
TOWNHALL	DELL OPTIPLEX 3020 TOWER	3819
TOWNHALL	DELL OPTIPLEX 7010 TOWER	3014
TOWNHALL	DELL OPTIPLEX 7010 TOWER	2763
TOWNHALL	DELL OPTIPLEX 780 TOWER	N/A

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

RESOLUTION #2022-93

Title: **AWARD OF EMERGENCY CONTRACTS FOR SNOW REMOVAL DUE TO SIGNIFICANT SNOWFALL ASSOCIATED WITH WINTER STORM KENAN**

WHEREAS, on February 7, 2022 Lower Township Council by Resolution #2022-77 instituted a Local Disaster/Emergency Declaration for the Township of Lower in Response to Governor Phillip Murphy issuance of a State of Emergency for Winter Storm Kenan; as it was determined that the impending Storm would have significant effects on the health, safety and general welfare of Lower Township residents; and

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

WHEREAS, the Township was in need of additional snow removal services to maintain the streets of Lower Township; the Public Works Superintendent contracted with (3) three companies to ensure the roads were as clear as possible during the event (H4 Enterprises, Bayshore Landscaping and Center Line); and

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

Appropriation: 2-01-26-305-262

Signature: Lauren Read
Lauren Read, CFO

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

- AWARD: H4 ENTERPRISES INC.
\$45,000.00**
- AWARD: BAYSHORE LANDSCAPING
\$5,100.00**
- AWARD: CENTER LINE SERVICES, LLC
\$10,000.00**

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, the Township Council hereby authorizes H4 Enterprises Inc., Bayshore Landscaping and Center Line Services LLC for a total of \$60,100.00 in coordination with the Director of Public Works and the Office of Emergency Management for emergency snow removal.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022

Julie A. Picard
Julie A Picard, Township Clerk

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

RESOLUTION #2022-94

Title: **CONTRACT AWARD TO RAVE MOBILE SAFETY FOR ALERTS FOR PUBLIC SAFETY**

WHEREAS, Rave Mobile Safety has provided Lower Township Police and Council with a proposal for a Lower Township Community-Wide Notification System. Rave will provide residents the ability to receive mass notifications and/or targeted messages to connect and inform the community with critical information through SMS (text), email, voice and social media outlets; and

WHEREAS, Township of Lower and LTMUA have enter into a Shared Service Agreement pursuant to Resolution #2018-263 within the agreement LTMUA will reimburse the Township 50% of the contract for the notification service; and

WHEREAS, Township Council hereby approves the Three (3) Year contract with Rave Mobile Safety and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: **2-01-56-750-324**

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: **RAVE MOBILE SAFETY**

AMOUNT: 2022 \$8,851.15 Includes one-time IPAWS Setup fee
 2023 \$7,411.15
 2024 \$7,411.15

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on February 23, 2022.


Julie A Picard, Township Clerk



Customer Acceptance Form

492 Old Connecticut Path
 Framingham, Massachusetts 01701
 Phone: (508) 532-8953
 Email:

Order #: Q-03385-1
 Date: 2/11/2022 11:04 AM
 Expires On: 3/31/2022

Ship To
 Lower Township Police Department ("Customer")
 Donald Vanaman
 Lower Township Police Department
 405 Breakwater Rd
 Erma, New Jersey 08204
 United States
 609-886-1619 X148
 vanaman@lowertownshippolice.com

Bill To
 Lower Township Police Department
 405 Breakwater Rd
 Erma, New Jersey 08204
 United States

SALESPERSON	EMAIL	PAYMENT METHOD
Edward Williams	ewilliams@ravemobilesafety.com	Net 30

INITIAL LICENSE TERM:	2/25/2022 through 2/24/2025
------------------------------	-----------------------------

Annual License Fees

Product Description	Unit	Qty	Annual License Fee
Rave Alert for Public Safety	Population	1	USD 3,510.00
Population Add-On	Users	21,490	USD 2,901.15
SMS Block: 10,000 messages	Each	5	USD 1,000.00
Annual License Fees TOTAL:			USD 7,411.15

Professional Services Fees

One-Time Service Description	One-Time Fee	
Rave Alert for Public Safety One-Time Setup	USD 0.00	
IPAWS	USD 1,440.00	
Professional Services Fees TOTAL:		USD 1,440.00

TOTAL FEES:

	# of Months	Cost Per Year	Total Contract

Annual Fees:	36	USD 7,411.15	USD 22,233.45
One-Time Fees (Set Up & Integration):			USD 1,440.00
Total Fees:			USD 23,673.45
Fees Payable Net 30:			USD 8,851.15

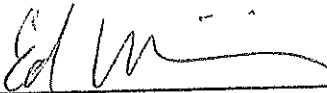
ACCEPTANCE

Please sign and date this Customer Acceptance Form to indicate your acceptance of this proposal as an authorized representative of Customer. Payment will be due 30 days from the date Customer signs this Customer Acceptance Form. If Customer's internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. This Customer Acceptance Form is governed by the Terms of Service found at <https://www.getrave.com/terms-of-service/current.pdf>. Any requested changes to the terms by Customer will impact price proposal above. The effective date of this Customer Acceptance Form will be the date of last execution as set forth in the signature block below ("Effective Date")

Rave Alert: No additional fees shall be payable to Rave for Rave Alert messages manually sent for immediate delivery by a Management Console user, or in response to Rave's monitoring of the National Weather Service feed (where applicable). The Rave Alert license include unlimited messaging via Email, SMS via SMTP, Social Media, App Push, RSS, or Outbound CAP delivery modes regardless of how these messages are initiated. The delivery of Voice, SMS via SMPP, or SMS via Web Service messages initiated via the Rave API Toolkit, the Inbound CAP API, or scheduled for future delivery from within the Management Console, may be subject to additional fees. Unless specifically addressed in this or another Order Form, additional per message fees (\$0.03 per SMPP or Web Service SMS message, \$0.08 per Voice Message) are billed quarterly in arrears. Rave's Voice messaging fees apply to voice calls made within and to the contiguous continental United States. International and long-distance rates may apply for other calls. Rave reserves the right to audit Client's usage for compliance with message quantities purchased and used.

AGREED AND ACCEPTED:

Rave Mobile Safety
Signature:



Date:

2-24-2022

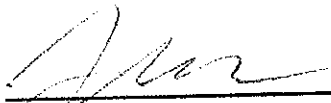
Name (Print):

Ed Williams

Title:

Account Executive

Township Mayor
Frank Sippel
Signature:



Date:

2/23/2022

Name (Print):

Frank Sippel

Title:

Mayor

Billing Contact
Information
First Name:

Lower Township Police
Captain Donald Vanaman

Last Name:

Email:

Billing: Att: Susan Wilson

Phone:

609-886-1619 x 106

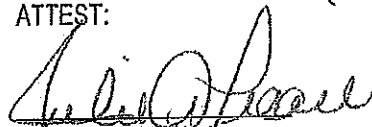
wilson@lowertownshippolice.com & vanaman@lowertownshippolice.com
Please sign and email to Edward Williams at ewilliams@ravemobilesafety.com

THANK YOU FOR YOUR BUSINESS!

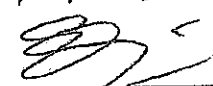
23. The Parties acknowledge that the Township and the MUA are entering into this Agreement upon passage of a Township Resolution and an MUA Resolution.
24. The terms of this Agreement shall commence on January 1, 2018 and shall continue for a period of ten (10) years, terminating on December 31, 2027. Either party may terminate this Agreement, for any reason or no reason, by providing ninety (90) days written notice to the other.
25. The MUA agrees to provide sanitary manhole and water valve riser rings for sanitary manholes and water valves in township roadways at no charge to the Township.
26. The Township and the MUA agree to participate in a Reverse 911 resident notification system currently in place. The Parties agree to share the annual cost of the system and is shared 50/50. The terms and cost of the of the system shall be automatically extended annually unless either Party notifies the other Party by written notice of termination ninety (90) days prior to the date of expiration.

IN WITNESS WHEREOF, THE PARTIES HERETO; set their hand and seal:

ATTEST:


Julie A Picard, Clerk
Township of Lower

Date: 8/20/18


ERIK SIMONSEN, Mayor
Township of Lower

ATTEST:


Sharron Otto, Secretary
Lower Township MUA

Date: 9-5-18


Chairperson
Lower Township MUA

**RAVE WIRELESS, INC. AND SWIFTRREACH NETWORKS, LLC
MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Rave customer acceptance forms ("Customer Acceptance Forms") entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided to the customer referenced on the accompanying Customer Acceptance Form ("Customer") by Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC, depending on which entity executed the Customer Acceptance Form (in either case, such entity is referred to herein as "Rave"). Each of Rave and Customer shall also be referred to individually as a "Party" and collectively as the "Parties".

1. SERVICES AND PRODUCTS

1.1 Services. In consideration of the Fee(s) payable by Customer pursuant to the Customer Acceptance Form(s), Rave shall provide the Customer with (i) the Rave services specified in such Customer Acceptance Form(s), (ii) the related technical support services specified in Rave's Support and Service Level Policy ("Support"), and (iii) the license to Rave's related proprietary application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the Rave services, Support and Products referred to above in (i)-(iii), together with any Professional Services specified in the Customer Acceptance Form(s), are collectively referred to as the "Services".

1.2 Products License. Subject to the terms and conditions of this Agreement, Rave hereby grants to Customer a limited, non-exclusive, non-transferable (except pursuant to Section 9.5 below), non-sublicensable right and license during the applicable License Term (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Customer's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Customer's payment of the Fees and all other amounts that may be payable with respect to the Products, Rave shall, during the applicable License Term, make any such updates and upgrades available to Customer if and when generally released to its other licensees at no additional cost (but not including any software marketed by Rave as a separate product or as a module for which additional fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Customer acknowledges that Rave and its licensors own all intellectual property rights in the Products (and all derivative works thereof), and Rave expressly reserves all rights not expressly granted to Customer hereunder.

1.3 Product Restrictions. Except to the extent otherwise expressly authorized by Rave under this Agreement, Customer shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute any of the Products. Customer will not use any Product for any purpose beyond the scope of the licenses granted in Section 1.2 above. Without limiting the foregoing, Customer will not (i) authorize or permit use of the Products by or for persons other than Administrators; or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Products is compiled or interpreted. Customer shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by Customer and shall not remove, alter or obscure any such proprietary notice or legend.

2. TERM AND TERMINATION

2.1 License Term and Agreement Term. The initial term of each license to a Product under this Agreement shall be set forth in the applicable Customer Acceptance Form ("Initial License Term"). Except as otherwise specified in such Customer Acceptance Form, each license will be automatically renewed on the same terms and conditions herein for successive one-year terms (each, a "Renewal License Term"), at Rave's then-current pricing, unless either Party provides written notice to the other Party of its intent not to renew such license at least ninety (90) days prior to the expiration date of the then-current License Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product is in effect. The term of this Agreement shall commence on the Effective Date of the initial Customer Acceptance Form entered into by the Parties and, subject to any earlier termination of this Agreement by a Party pursuant to Section 2.2 below, shall automatically expire on such date that it is not renewed ("Agreement Term").

2.2 Termination for Breach/Bankruptcy. Either Party may terminate this Agreement (or the license to any Product(s) hereunder) upon written notice in the event that the other Party fails to make a required payment hereunder

or materially breaches this Agreement and thereafter (i) in the case of non-payment, has failed to pay such amounts within five (5) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

2.3 Effect of Termination. Upon termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Customer, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder.

2.4 Survival of Obligations. The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement (or the license to any Products hereunder), including without limitation Customer's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 2.4, 4, 5, 6, 7, 8, 9 and 10 hereof, shall survive termination or expiration of this Agreement.

3. PROFESSIONAL SERVICES

Any Professional Services to be provided by Rave to Customer shall be provided in accordance with the specific terms and conditions of the relevant Customer Acceptance Form covering such Professional Services.

4. FEES AND PAYMENTS

The license fees payable by Customer for each Product and the fees payable for any related Professional Services are set forth in the applicable Customer Acceptance Form covering such Product(s) and/or Professional Services, as the case may be (collectively, "Fees"). The Fees are based on the then-current pricing of Rave's telecommunication carriers, which may change from time to time. Rave reserves the right to increase the Fees at any time if its carriers significantly increase their pricing. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on Rave's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of (or failure to pay) any Fees. Customer must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period. Rave reserves the right to charge, and Customer agrees to pay, a late charge equal to the lesser of one and one-half percent (1½%) or the highest rate permitted by law, per month, on any amount not paid by its due date that is not the subject of a reasonable, good faith dispute.

5. CUSTOMER OBLIGATIONS

5.1 Customer Operation of Products. Customer acknowledges and agrees (i) that Customer is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Rave have any liability arising from Customer's or any Administrators' failure to operate the Products in accordance with the Documentation.

5.2 Customer Compliance. Customer only shall use the Services in compliance with all applicable laws, regulations, ordinances, rules or other requirements promulgated by governing authorities or imposed by Third Party Service Providers having jurisdiction over the Parties or are involved with the operation or use of the Services. Customer agrees to cooperate fully

with Rave to ensure that Rave and Customer comply with such requirements, as they may be modified from time to time. Customer shall send messages only to individuals who have opted-in to receive messages from Customer and have not opted out. Customer shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory, threatening, obscene, or otherwise objectionable, including material that is false or misleading or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; or (iii) use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Customer make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Customer shall be responsible for the compliance by all Designated Institutions and their respective Administrators, and End Users with all of the terms and conditions of this Agreement.

5.3 Customer Content. If Customer provides or otherwise makes available any information or any other data collected by Customer or a third party regarding End Users to Rave or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Customer Content"), Customer represents and warrants that Customer has all legal rights to such Customer Content, in order to use and disclose, and permit use and disclosure of, the Customer Content in connection with the operation and use of the Services as contemplated by the Documentation and this Agreement.

6. LIMITED WARRANTY AND LIMITATIONS

6.1 Limited Warranty. THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Services or Products will meet Customer's or any Designated Institution's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, Customer acknowledges and agrees that (i) Rave cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither Rave nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) Rave shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Customer acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

6.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR, IN RAVE'S CASE, ITS REPRESENTATIVE, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR

DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of either Party to the other and any third party for all claims arising from or relating to this Agreement and/or the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to Rave by Customer hereunder during the twelve (12)-month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, negligence, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. CONFIDENTIALITY

7.1 Mutual Confidentiality Obligations. Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

7.2 Confidentiality Exceptions. The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient Party; (iii) is rightfully communicated to the recipient Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient Party; (vi) is approved for release or disclosure by the disclosing Party without restriction; or (vii) is required to be publicly disclosed by the recipient Party pursuant to applicable freedom of information laws. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings.

7.3 Disclosure of Information about End Users. Rave shall not rent, trade or sell information regarding End Users (including, but not limited to, any Customer Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Rave may disclose any such information to Third Party Service Providers and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall Rave or any Rave Representative be liable for the failure of Customer or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

8. INDEMNIFICATION

8.1 Except as otherwise provided below, Rave shall defend or, at its option, settle any claim, suit, or other action brought by a third party against Customer directly and to the extent arising out of an allegation by such third party that any use of or access to a Product by Customer as expressly authorized under this Agreement infringes any U.S. patent issued to such third party (each, a "Claim"), and Rave shall indemnify and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all

appeals have been exhausted or at the time of a final settlement of such Claim by Rave (collectively, "Losses"), provided that Customer gives Rave (i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii) such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Upon the occurrence of any Claim for which indemnity by Rave is or may be due under this Section 8, or in the event that Rave believes that such a Claim is likely, Rave may, at its option (i) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement (or the license to such Product hereunder) on written notice to Customer and provide a prorated refund to Customer for any unused license fees under the then-current License Term. Rave shall not be liable for any costs or expenses incurred by or on behalf of Customer in connection with any Claim for which indemnity by Rave is or may be due under this Section 8 without the prior written consent of an authorized officer of Rave. Rave's indemnity obligations set forth in this Section 8 shall constitute Rave's entire liability and Customer's sole remedy for any actual or alleged intellectual property infringement claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, Rave shall have no obligation or liability for any intellectual property infringement claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by Rave or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by Rave or any party expressly authorized by Rave in writing; (c) use of the Product except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave in writing; (d) failure of Customer to implement any updates and upgrades provided by Rave that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to Rave by Customer or any of its Affiliates.

8.2 To the extent permitted by applicable law, in connection with any intellectual property infringement claim against Rave and/or any Rave Representative by a third party arising out of any actions or omissions by Customer covered by Section 8.1(a)-(e), Customer shall defend, indemnify, and hold Rave and each Rave Representative harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities to the extent arising out of any such claim against Rave and/or such Rave Representative by a third party (including without limitation any End User or governmental agency), provided that Rave gives Customer (i) prompt written notice of such claim; (ii) sole authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement; provided that Rave shall have the option to participate in any such matter with counsel of its choice at its expense. Customer shall not be liable for any costs or expenses incurred by or on behalf of Rave in connection with any intellectual property infringement claim for which indemnity by Customer is or may be due under this Section 8 without the prior written consent of any authorized officer of Customer.

9. MISCELLANEOUS

9.1 **Applicable Law/Dispute Resolution.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the Commonwealth of Massachusetts without giving effect to its rules regarding conflicts of laws. Regarding any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, each Party irrevocably submits to the jurisdiction of the Federal courts located within the Commonwealth of Massachusetts in connection with any and all causes of action between the Parties arising from or in relation to this Agreement. Except as provided in the preceding sentence, the Parties agree that any disputes regarding this Agreement that cannot be resolved through negotiations between the designated representatives from each Party within thirty (30) days of the date the dispute arose shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") at its Boston, Massachusetts location. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the AAA. Any such arbitration will be conducted by a single arbitrator, and the arbitrator will issue his/her award in writing with findings.

The decision of the AAA shall be binding as between the Parties, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.2 **Services Outside the US.** If Customer is interested in purchasing Services for delivery outside of the United States, Customer acknowledges and agrees that, in addition to any restrictions that may be imposed on Customer by any Third Party Service Provider, any such territory outside the United States may impose its own restrictions resulting from applicable law, telecommunication or Internet infrastructure limitations, telecommunication or internet service provider policies, or communication device customizations that inhibit or prevent the delivery of SMS, text or other messaging, or restrict the ability to place or receive certain calls (e.g., outbound toll-free calls). Such restrictions may impede certain aspects of the Services. Rave shall not be responsible for any such impediments or any unavailability of the Services as a result thereof.

9.3 **Force Majeure.** A Party shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war or any other military action, acts of local, state or national governments or public agencies, insurrection or riot or other causes beyond the reasonable control of that Party.

9.4 **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the Parties to the Agreement and addressed, if to Customer, as set forth in the Customer Acceptance Form, or if to Rave, as follows:

Rave Wireless, Inc.
492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Attention: Chief Executive Officer

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

9.5 **Assignment.** Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect; provided, however, that either Party, upon written notification to the other Party, may assign this Agreement in connection with any merger, consolidation, corporate restructuring, sale of any substantial portion of its assets, or any transaction in which more than fifty percent (50%) of its voting securities are transferred, unless any such successor or assignee of Customer is a competitor of Rave, in which case Customer must obtain Rave's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Rave and Customer and their respective permitted successors and assigns.

9.6 **Independent Contractors.** Customer and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9.7 **Amendment/Waiver.** No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of both Parties, provided that Rave may modify it, upon written notice to Customer, in order to comply with legal, regulatory or telecommunications carriers' requirements. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

9.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

9.9 Export Controls. Customer will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

9.10 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.11 U.S. Government Licensees. Each of the components that constitute each Product is a "commercial item" as that term is defined at 48CFR 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4, all U.S. Government licensees acquire the Product with only those rights set forth herein.

9.12 Immunity. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

9.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

9.14 Signatures. This Agreement will be deemed to be executed upon the execution by the Parties of any Customer Acceptance Form incorporating this Agreement by reference therein.

9.15 Entire Agreement. This Agreement, together with the SLP and all Customer Acceptance Forms entered into by the Parties, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any terms other than as expressly provided for in this Agreement. In the event a conflict arises between this Agreement and the provisions of any other document comprising part of this Agreement, this Agreement will govern unless the other document expressly provides otherwise.

10. DEFINITIONS

10.1 "Administrators" mean personnel of Customer and Designated Institutions authorized by Customer to access the Products on behalf and for the benefit of Customer and such Designated Institutions, respectively.

10.2 "Affiliate" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

10.3 "Customer" means the customer specifically identified on the Customer Acceptance Form(s).

10.4 "Confidential Information" means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.

10.5 "Control" and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

10.6 "Designated Institution" means any Affiliate and/or any other institution, organization, entity and person for whose benefit Customer is licensing one or more Products hereunder as specified in the relevant Customer Acceptance Form.

10.7 "Documentation" means Rave's then-current standard product and user guides and/or related documentation generally made available to licensees

of Products, as such Documentation may be modified by Rave, in its sole discretion, from time to time.

10.8 "End Users" means individuals associated with Customer and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Term, Customer shall be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

10.9 "Privacy Policy" means Rave's Privacy Policy located at www.ravemobilesafety.com/privacy-policy, as such Privacy Policy may be amended by Rave, in its sole discretion, from time to time.

10.10 "Professional Services" means the separate support offerings for Customer that are not included as part of the Support, but are provided by Rave at an additional cost as specified in the applicable Customer Acceptance Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.

10.11 "Rave Representatives" means Rave and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.

10.12 "Support and Service Level Policy" or "SLP" means the Support and Service Level Policy for the Products set forth in Appendix 1 hereto.

10.13 "Terms of Use" means Rave's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by Rave, in its sole discretion, from time to time.

10.14 "Third Party Service Provider" means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephony, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

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APPENDIX 1
(TO RAVE WIRELESS, INC. & SWIFTRREACH NETWORKS, LLC MASTER LICENSE AND SERVICES AGREEMENT)

SUPPORT AND SERVICE LEVEL POLICY ("SLP")

Purpose

This SLP sets forth Rave's undertakings with respect to providing customer support to the Customer and the service levels associated with the Services provided to Customer during the Term of the Agreement.

1. Service Reliability. Rave shall provide an uptime of 99.999% for the Services, subject to scheduled updates and scheduled maintenance and to any downtime caused by the Customer or by Third Party Service Providers. For unplanned downtime (an "Event"), Rave will assign a trouble severity code based on Rave's assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	"Sev 1 Error" means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	"Sev 2 Error" means a non-catastrophic Event causing a significant component of the Services to fail or to perform materially different than expected, creating significant inconvenience to the Customer	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	2 hour
Sev 3	"Sev 3 Error" means an Event that: (a) has minimal current impact on the Customer, and (b) causes a malfunction of a non-essential Product feature.	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. Points of Contact and Escalations. If Customer experiences an Event, Customer may contact Rave's customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at techsupport@ravewireless.com.

- Non-Sev 1 Events are submitted via email at techsupport@ravewireless.com.
- For Sev 1 Events, Rave will provide continual support until the Event is resolved.

Customer and Rave will exchange ticket numbers for tracking an Event beginning with the Initial report of trouble. Customer may be required to interface with any third party hardware and software vendors, carriers or other service providers.

Customer Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 st Point of Contact				
1 st Escalation				
2 nd Escalation				

3. Carrier and Other Service Provider Related Service Guarantees. Rave does not provide any service levels or support with respect to any carrier or other Third Party Service Provider. Rave's sole responsibility with respect to carriers and other Third Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

4. Change Control Management/Update Management.

- A. **Product Modifications by Rave:** Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- B. **Implementation of Updates/Maintenance:** Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Customer by Rave.
- C. **Service Interruptions and Advanced Notification Requirements:** Rave will provide Customer with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Customer. "Emergency" shall mean that Rave has become aware of a problem that, if an immediate remedy is not implemented, will prevent Rave from continuing to support and provide the elements and aspects of the Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether Rave has achieved its service uptime goal.

5. Availability.

Rave will have no liability for unavailability of any Services caused, in whole or in part, by Customer's use of the Services other than in accordance with the terms and conditions of the Agreement or the Documentation, by any Designated Institution's operation or End User's use of the Services other than in accordance with Rave's applicable then-current Terms of Use, or for any causes beyond the reasonable control of Rave or that are not reasonably foreseeable to Rave, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, the failure or unavailability of any services provided by Third Party Service Providers or Emergency Service Providers, or any inaccuracy or insufficiency in any information regarding End Users.

6. Service Credits.

Credits for Failure to Achieve Service Level Standards: If Rave experiences any Severity 1 Downtime during a particular month, Customer shall also be eligible to receive a credit equal to the pro-rated dollar value of three (3) times the actual number of minutes during such month related to the service level failure. "Downtime" means the total number of minutes during such month that the Service was unavailable at a Sev 1 Severity Code during that month.

7. Credit Requests and Payment.

To request a credit, Customer must send an email to Rave at finance@ravemobilesafety.com within ten (10) days of the end of the calendar month in which the failure occurred. Customer must include the Customer Name, Contact Name and email address, and dates and times of unavailability. If Rave confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

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

RESOLUTION # 2022-95

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 \$10,352.25 is authorized and chargeable to the 2022 Budget account 2-01-25-240-122.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
COOMBS			X			
ROY						X
PERRY					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 February 23, 2022.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Sergeant Michael C. Perry
DATE: February 16, 2022
SUBJECT: Comp. Time Cash Out.

Sir,

This is a formal request to cash in one hundred and ninety (190) hours comp. time.
Thank you for your consideration in this matter.

Respectfully Submitted,

Sgt. M.C. Perry #178

Michael C. Perry
Sergeant Badge 178

54.4855 x
190 =
10,352.25 *†

C File

Date	Officer	Comments
2/16/22	SFC HANSBERRY #175	FORWARDED TO CAPT. VANAMAN
2/16/22	CPT VANAMAN #174	FWD TO CHIEF LEWIS
2/16-22	1831 (REV)	FWD TO TOWNSHIP HALL

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

RESOLUTION #2022-96

Title:

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

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

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

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

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

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

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

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

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

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

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

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


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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on February 23, 2022 that an Executive Session closed to the public shall be held on this date at approximately _____ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
COOMBS			X				
ROY							X
PERRY			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 February 23, 2022


Julie A Picard, Township Clerk