

Signed Resolutions - March 20, 2023

- Res. #2023-116 Authorization for the Payment of Vouchers - \$ 1,114,933.49
- Res. #2023-117 A Resolution Authorizing the Execution of a Second Addendum to the Memorandum of Agreement between the Township of Lower and the County of Cape May regarding Code Blue Warming Centers
- Res. #2023-118 Resolution Authorizing the Township of Lower's Participation and Membership in a Cooperative Pricing System Educational Services Commission of New Jersey (ESCNJ) Cooperative Pricing Agreement
- Res. #2023-119 Approval of Change Order #1 for the 2023 Fertilizing Services for the addition of Clem Mulligan Park
- Res. #2023-120 Authorization for the Payout of Accumulated Compensatory Time (A.Parker \$5,259.44)
- Res. #2023-121 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the Year 2023 (J.Brown)
- Res. #2023-122 A Resolution Requesting that the County of Cape May Conduct a Traffic Study on Seashore Road (CR626) for the Purpose of Evaluating Whether A Reduction of Posted Speed Limit is Appropriate to Address Reports of Excessive Speeding
- Res. #2023-123 A Resolution Authorizing the Execution of a Memorandum of Understanding Between the Township of Lower and the Cape May Beach Property Owners Association Historic Townbank, Inc. Concerning the Improvement and Maintenance of Public Beach Access Points
- Res. #2023-124 Authorization for Refund of Taxes

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01171	VERIZON WIRELESS - TOWNHALL				Continued				
	23-00650	03/13/23		IPHONE 1/29-2/28/23	Open	<u>946.01</u>	0.00		
						1,572.52			
01265	BRIAN DONAHUE								
	23-00024	01/05/23		CONTRACTUAL REIMBURSEMENT M	Open	1,326.90	0.00		B
01269	DISCOUNT HYDRAULICS*								
	23-00565	03/06/23		SUCTION HOSE/DPW	Open	1,146.90	0.00		
01530	FIRE DISTRICT #1								
	23-00655	03/13/23		2023 FIRE TAXES	Open	128,817.50	0.00		
01540	FIRE DISTRICT #2								
	23-00623	03/09/23		2023 FIRE DISTRICT #2 TAXES	Open	420,400.00	0.00		
01550	FIRE DISTRICT #3								
	23-00624	03/09/23		2023 FIRE DISTRICT #3 TAXES	Open	184,492.71	0.00		
01649	GARDEN STATE HWY PRODUCTS, INC*								
	23-00383	02/09/23		SUPPLIES/DPW	Open	1,475.90	0.00		
01653	GENTILINI FORD*								
	23-00174	01/18/23		PARTS FOR EXHAUST SYSYTEM	Open	5,413.12	0.00		
01690	GRANTURK EQUIPMENT CO*								
	21-02357	09/23/21		2021 OR NEWER LEACH 29 CU YD	Open	5,500.00	0.00		
01703	HARBOR SALES COMPANY*								
	23-00104	01/11/23		MATERIALS RD WAY/DPW/JAN	Open	444.98	0.00		
01806	ANTHONY J HARVATT, II, ESQ								
	23-00396	02/10/23		ZBA Solicitor Monthly	Open	625.00	0.00		
	23-00420	02/15/23		2023 ZBA Solicitor Salary	Open	625.00	0.00		B
	23-00511	02/23/23		ZBA RESOLUTION VOUCHERS	Open	<u>300.00</u>	0.00		
						1,550.00			
02025	HUNTER JERSEY PETERBILT*								
	23-00400	02/10/23		RES 2023-79 CHG ORD 1- PETERBI	Open	8,481.00	0.00		
02027	JESCO INC*								
	23-00385	02/09/23		PARTS FOR EQUIPMENT	Open	115.58	0.00		
02045	LIBERTY PARKS AND PLAYGROUNDS*								
	21-02080	08/23/21		TABLES FOR FREEMAN DOUGLASS	Open	4,422.44	0.00		
02108	KEEN COMPRESSED GAS CO*								
	23-00091	01/11/23		BOTTLED GAS /DPW/JAN	Open	385.95	0.00		
	23-00599	03/07/23		BOTTLED GAS/DPW	Open	<u>676.70</u>	0.00		
						1,062.65			
02349	ROBERT LUBBERMAN								
	23-00569	03/06/23		BASKETBALL OFFICIAL	Open	240.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02632	N J PLANNING OFFICIALS*	23-00581	03/06/23	MANDATORY NJPO BRD TRAINING	Open	85.00	0.00		
03001	STATE TOXICOLOGY LABORATORY*	23-00562	03/06/23	REQ. RANDOM TESTING-NOV '22	Open	225.00	0.00		
03274	P & J GAS SERVICE*	23-00660	03/14/23	PROPANE/DPW	Open	80.00	0.00		
03350	MICHAEL PERRY	23-00625	03/09/23	CONTRACTUAL REIMBURSEMENT V	Open	198.00	0.00		
03387	POGUE INC. *	23-00517	02/28/23	SAFETY AND HEALTH CONTROLLED	Open	266.00	0.00		
03466	R & R SPECIALTIES	23-00044	01/06/23	PLAQUES FOR TOURNAMENT	Open	228.00	0.00		
03495	ELIZABETH BYRNE	23-00580	03/06/23	MEDICARE SUPPLEMENT	Open	478.05	0.00		B
03608	SEAWAVE CORPORATION*	23-00611	03/09/23		Open	75.00	0.00		
03611	SERVICE TIRE TRUCK CENTERS*	23-00491	02/23/23	RS/SANT/RECY/MARCH/DPW	Open	6,387.07	0.00		
03720	SOUTH SHORE BASKETBALL LEAGUE	23-00516	02/28/23	OFFICIAL FEES	Open	1,800.00	0.00		
03844	GIACOMO TROMBETTA	23-00626	03/09/23	CONTRACTUAL REIMBURSEMENT M	Open	14.00	0.00		
03914	ULINE INC*	23-00520	02/28/23	DOGI-POT BAGS AND LINERS	Open	655.73	0.00		
03971	VERIZON WIRELESS MDT POLICE	23-00583	03/06/23	VERIZON POLICE & TWP	Open	1,236.64	0.00		
04085	CHRISTOPHER WINTER	23-00553	03/02/23	CONTRACTUAL REIMBURSEMENT M	Open	83.33	0.00		
04097	CINTAS FIRST AID AND SAFETY*	23-00603	03/07/23	COURT MEDICINE CABINET SERVICE	Open	6.52	0.00		
		23-00641	03/13/23	MEDICAL CABINET REFILL	Open	12.51	0.00		
						19.03			
04266	NJ DEPT OF HEALTH&SENIOR SVCS	23-00605	03/07/23	JANUARY 23 DOG LICENSE	Open	523.20	0.00		
04301	SEASHORE ASPHALT CORPORATION*	22-02038	08/17/22	ASPHALT VARIOUS ROADWAYS	Open	721.77	0.00		B

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
04301	SEASHORE ASPHALT CORPORATION*	Continued				
23-00462	02/17/23 PATCH/DPW	Open	<u>793.65</u>	0.00		
			1,515.42			
05066	MICHAEL REEB					
23-00566	03/06/23 11/5/22 VETERANS PARADE	Open	150.00	0.00		
6063	CAPE MINING & RECYCLING, LLC*					
22-00112	01/11/22 SUPPLIES FOR TWP. ROADS	Open	281.52	0.00		B
7079	SUBURBAN PROPANE L P*					
23-00658	03/14/23 PROPANE @ FREEMAN DOUGLASS	Open	1,177.47	0.00		
7098	SHORE VETERINARIAN ANIMAL *					
23-00616	03/09/23 FEB 2023 ANIMAL CONTROL	Open	300.00	0.00		
7251	REIT LUBRICANTS CO*					
23-00467	02/17/23 KENDALL SUPER D EC 15W40 BULK	Open	2,520.80	0.00		
7354	FLEETPRIDE INC.*					
23-00379	02/09/23 SCAN TOOL UPDATE/DPW	Open	721.74	0.00		
23-00382	02/09/23 SUPPLIES/DPW	Open	461.10	0.00		
23-00597	03/07/23 SUPPLIES FOR DPW	Open	<u>508.91</u>	0.00		
			1,691.75			
7475	SUZANNE M SCHEID					
23-00560	03/03/23 CONTRACTUAL REIMBURSEMENT M/V	Open	92.58	0.00		
23-00561	03/03/23 CONTRACTUAL REIMBURSEMENT M	Open	<u>15.00</u>	0.00		
			107.58			
7507	STEFANKIEWICZ & BELASCO LLC*					
23-00035	01/06/23 RES#2023-01 EXPENSES DNE\$116K	Open	17,988.77	0.00		B
7636	MOTT MACDONALD LLC*					
23-00498	02/23/23 Mott MacDonald ZBA Vouchers	Open	1,047.87	0.00		
7711	LORETTA MURPHY					
23-00575	03/06/23 BASKETBALL OFFICIAL	Open	120.00	0.00		
7715	JOE ENGLEHERT					
23-00578	03/06/23 BASKETBALL OFFICIAL	Open	240.00	0.00		
7737	STEPHEN PRINCE SR					
23-00572	03/06/23 BASKETBALL OFFICIAL	Open	225.00	0.00		
7820	DEBLASIO & ASSOCIATES, P.C.*					
22-00548	02/28/22 REPLACE PAVILIONS RES2022-89	Open	2,195.00	0.00		B
22-01121	05/02/22 RES.#2022-140 CO#1 DIAMOND BEA	Open	75.00	0.00		
22-01970	08/08/22 CHG 1- CLOVERDALE, EVERGREEN	Open	427.50	0.00		B
22-03058	12/12/22 CARRIAGE LN, BRIARWOOD, BRIDLE	Open	62,452.50	0.00		B
22-03181	12/22/22 SURVEY/DSGN RECONS WILDWOOD AV	Open	7,590.00	0.00		B
23-00392	02/09/23 ZBA BOARD ENGINEER VOUCHERS	Open	667.40	0.00		
23-00404	02/10/23 LIN BLVD RESTROOM RES#2021-82	Open	10,420.00	0.00		B

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7820	DEBLASIO & ASSOCIATES, P.C*				Continued				
		23-00492	02/23/23	LAND SURVEY OF 101 GEORGIA AVE	Open	140.00	0.00		B
						83,967.40			
7929	AMAZON CAPITAL SERVICES, INC*								
		23-00395	02/09/23	SUPPLIES	Open	580.87	0.00		
		23-00407	02/10/23	BULB SOCKETS	Open	33.49	0.00		
		23-00527	02/28/23	SUPPLIES	Open	476.15	0.00		
		23-00588	03/06/23	SHARK LA322 NAVIGATOR VACUUM	Open	285.87	0.00		
						1,376.38			
8012	FRED LAHM								
		23-00577	03/06/23	BASKETBALL OFFICIAL	Open	240.00	0.00		
8131	DOCUVAULT SECURE SHREDDING LC*								
		23-00589	03/06/23	2/28/23 SHREDDING	Open	148.05	0.00		
8154	HUNTER TRUCK SALES & SERVICE*								
		21-02356	09/23/21	2022 PETERBUILT 548 TANDEM	Open	115,062.00	0.00		
8248	JOHN OLIVA								
		23-00568	03/06/23	BASKETBALL OFFICIAL	Open	360.00	0.00		
8253	FREDERICK PLENN								
		23-00571	03/06/23	BASKETBALL OFFICIAL	Open	525.00	0.00		
8450	MIKE STRICKLAND								
		23-00576	03/06/23	BASKETBALL OFFICIAL	Open	120.00	0.00		
8459	BATTERIES PLUS BULBS #636 *								
		23-00238	01/24/23	RDS/SANT/RECY/DPW/FEB.	Open	877.00	0.00		
8464	JEREMY EMBS								
		23-00635	03/13/23	Embs parking reimbursment	Open	25.00	0.00		
8537	ASBURY PARK PRESS								
		23-00314	02/01/23	2023 E-SUBSCRIPTION	Open	9.99	0.00		PC1
8672	LOGMEIN INC.								
		23-00049	01/06/23	2023 GO TO MEETINGS	Open	19.00	0.00		PC1
8721	BLANEY, DONOHUE, & WEINBERG PC								
		23-00036	01/06/23	RES#2023-02 LABOR DNE\$40K	Open	1,914.00	0.00		B
8722	LAW OFFICE OF KARAVAN &								
		23-00038	01/06/23	RES#2023-03 TAX APPEAL DNE\$10K	Open	450.00	0.00		B
8723	HOFFMAN INTERNATIONAL INC*								
		23-00168	01/18/23	PARTS FOR EXCURATOR	Open	386.23	0.00		B
8726	APEX INSURANCE AGENCY LLC								
		23-00512	02/28/23	Claim #QM-1897 invoice #2	Open	1,621.20	0.00		

March 15, 2023
11:46 AM

Lower Township
Bill List By Vendor Id

Page No: 6

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8726	APEX INSURANCE AGENCY LLC				Continued				
		23-00513	02/28/23	QM 2124 INVOICE #4	Open	45,240.10	0.00		
						46,861.30			
8831	SOUTH JERSEY INTERPRETERS LLC								
		23-00334	02/03/23	SPANISH INTERPRETER FOR COURT	Open	150.00	0.00		
8909	COMCAST BUSINESS								
		23-00646	03/13/23	BUS INTERNET PD 3/1-3/31/23	Open	974.95	0.00		
8912	TRI-TECH FORENSICS INC								
		22-02935	11/23/22	TRAMA KIT SUPPLIES	Open	2,796.62	0.00		
8933	JESSICA HOWARD								
		23-00265	01/26/23	REIMBURSEMENT FOR BASKETBALL	Open	15.00	0.00		
8935	BILL FIFER								
		23-00515	02/28/23	WRESTLING MATCH OFFICIAL	Open	140.00	0.00		
8947	VORHEES SCOTT MACAM								
		23-00514	02/28/23	WRESTLING MATCH OFFICIAL	Open	140.00	0.00		
8950	CHRISTOPHER V MADDEN								
		23-00530	02/28/23	PERFORMANCE BOND RELEASE	Open	5,038.25	0.00		
8951	TYLER DURSO								
		23-00570	03/06/23	BASKETBALL OFFICIAL	Open	120.00	0.00		
8953	NJ DEPARTMENT OF AGRICULTURE								
		23-00633	03/13/23	Forensic Necropsy	Open	550.00	0.00		
BASILE	FRANK BASILE								
		23-00584	03/06/23	2023 ASSIGNOR FOR B-BALL SEASO	Open	200.00	0.00		
BLAUE	BLAUER ASSOCIATES INC*								
		21-02127	08/30/21	2022 SMALL CITIES PROJECT	Open	1,000.00	0.00		
BOSNA	KAREN MANETTE BOSNA								
		23-00591	03/07/23	YOGA- FEBRUARY '23	Open	270.00	0.00		
CLEAN	NJ CLEAN COMMUNITIES COUNCIL								
		23-00162	01/18/23	23 CLEAN CONF 3/8-10 L THOMAS	Open	245.00	0.00		
FLYIN	FLYING FISH STUDIO								
		23-00390	02/09/23	SHIRTS PER CONTRACT/DPW	Open	2,608.60	0.00		
JLLOYD	JOSEPH LLOYD								
		23-00567	03/06/23	BASKETBALL OFFICIAL	Open	40.00	0.00		
NJEPA	NJEPA								
		23-00489	02/23/23	AC CONFERENCE ED DONOHUE	Open	200.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PRINCE	STEPHEN PRINCE JR	23-00573	03/06/23	BASKETBALL OFFICIAL	Open	515.00	0.00		
ROSSI	STEVEN ROSSI	23-00574	03/06/23	BASKETBALL OFFICIAL	Open	120.00	0.00		
SEAGE	SEAGEAR MARINE SUPPLY*	23-00661	03/14/23	JACKETS/DPW	Open	832.94	0.00		
Total Purchase Orders:		116	Total P.O. Line Items:		0	Total List Amount:	1,111,923.79	Total Void Amount:	0.00

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

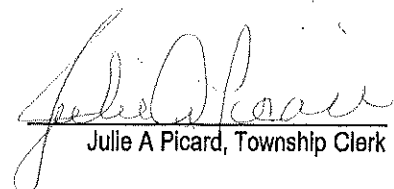
RESOLUTION #2023-116

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	Description	Amount
Comcast Business	1/1-1/31/23 Phones	\$1613.34
Comcast Business	2/1-2/28/23 Phones	\$1396.36
	TOTAL Manual Checks	\$3009.70
	TOTAL Computer Generated	\$1,111,923.79
	TOTAL BILL	\$1,114,933.49

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on MARCH ,20 2023.


Julie A Picard, Township Clerk

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

RESOLUTION #2023-117

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND ADDENDUM TO THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY REGARDING CODE BLUE WARMING CENTERS

WHEREAS, N.J.S.A. § App.A:9-43.19, PL 2017 Chapter 68 (The Code Blue Law), requires county governing bodies and municipalities to develop plans to establish emergency warming centers for at-risk individuals when a Code Blue alert is issued; and

WHEREAS, on January 3, 2019, pursuant to Resolution #2019-42, the Township of Lower and the County of Cape May executed a Memorandum of Agreement for the Township to establish a warming center for Code Blue placements; and

WHEREAS, on March 9, 2021, pursuant to Resolution #2021-82, the Parties executed an addendum to the Memorandum of Agreement which called for the County to provide additional funding for the operation of a warming center during the ongoing covid-19 pandemic; and

WHEREAS, the Parties have negotiated the terms of a second addendum to the Memorandum of Agreement, a copy of which is attached hereto, which sets forth that the County will provide additional funding to the Township to support its continued operation of a warming center for emergency Code Blue placements.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council authorizes the Mayor and Clerk to sign the attached addendum on the Township's behalf.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY			X			
ROY		X	X			
SIPPEL			X			
COOMBS			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 March 20, 2023.


Julie A Picard, Township Clerk

**SECOND ADDENDUM TO MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF CAPE MAY AND TOWNSHIP OF LOWER**

This Second Addendum is entered into on this ____ day of March, 2023, between the **County of Cape May**, ("County"), whose administrative offices are located at 4 Moore Road, Cape May Court House, New Jersey, 08210, and the **Township of Lower**, ("Lower Township"), whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 (the County and Lower Township are collectively, the "Parties"), the terms of which are intended to supplement the provisions of the January 3, 2019 Memorandum of Agreement.

WHEREAS, PL 2017 Chapter 68 (The Code Blue Law) requires municipalities to plan for their unsheltered individuals by providing emergency warming centers, and

WHEREAS, on January 3, 2019, the Parties entered into a Memorandum of Agreement ("Agreement") for Lower Township to establish a warming center for Code Blue placements (Exhibit "A"), and

WHEREAS, on March 9, 2021, the Parties entered into an addendum to the Agreement ("First Addendum") to provide additional funding for the operation of a warming center during the novel coronavirus pandemic (Exhibit "B"), and

WHEREAS, the Parties have agreed that the County will provide additional funding to support the operations of a warming center for emergency Code Blue placements;

NOW, THEREFORE, the parties agree as follows:

- I. The recitals above in the preamble of this Second Addendum are incorporated into this Section I as though fully set forth herein verbatim.
- II. The Agreement shall be amended only as set forth herein and all other provision remain unchanged and in full force and effect.
- III. The County shall provide \$25,000 annually to support the ooperations of a warming center in Lower Township.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

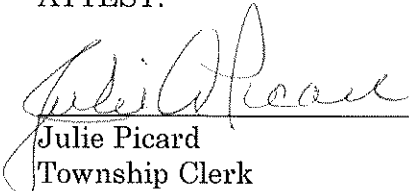
COUNTY OF CAPE MAY

Kevin Lare
Administrator/Clerk of the Board


Leonard C. Desiderio
Commssioner Director

ATTEST:

TOWNSHIP OF LOWER



Julie Picard
Township Clerk



Frank Sippel
Mayor

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

RESOLUTION #2023-118

Title: RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER'S PARTICIPATION AND MEMBERSHIP IN A COOPERATIVE PRICING SYSTEM EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on March 20, 2023 the governing body of the Township of Lower, County of Cape May, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Lower.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Chief Financial Officer Lauren Read is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 20, 2023.

Handwritten signature of Julie A. Picard, Township Clerk.



State of New Jersey


DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 800
TRENTON, NJ 08625-0800
(609) 292-6420

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

MEMORANDUM

TO: Lead Agency for a Cooperative Purchasing System

FROM: Michele Meade, Procurement Specialist 
(Director's Designee)
Division of Local Government Services

DATE: January 5, 2022

SUBJECT: Educational Services Commission of New Jersey – 65MCESCCPS

The Division of Local Government Services is in receipt of your recent submission requesting:

- Registration of a Cooperative Pricing System
- Modification of a Cooperative Pricing System
- Registration Renewal of a Cooperative Pricing System

The documentation submitted has been reviewed and the forms attached to this memorandum contain the Division's response.

Should you have any questions regarding this matter, please contact Branchelle Keaton at Branchelle.Keaton@dca.nj.gov. System renewal has been completed and will take effect on May 21, 2022. The new expiration date is May 21, 2027.

MEM:bk

Note to File:
ID# 65MCESCCPS
Expiration Date: May 21, 2027

Registration Renewal

File # 65



REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM
(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:
 Cooperative Purchasing
 Division of Local Government Services
 PO Box 803
 Trenton NJ 08625-0803
 Attn: Co-op

CONDITION

To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.

SYSTEM TYPE

Cooperative Pricing System
 Joint Purchasing System
 Regional Cooperative Pricing System


SYSTEM IDENTIFICATION

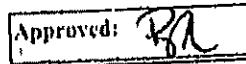
System Name: Educational Services Commission of New Jersey Identifier 65-MCESCCPS

<input type="checkbox"/> System Registration A □ Lead Agency Resolution □ Member Resolution(s) □ Agreement(s)	<input type="checkbox"/> Add/Delete Member(s) □ New Member Resolution(s) □ Lead / Member Agreement(s)	<input checked="" type="checkbox"/> Renew Registration □ Lead Agency Resolution □ List of Current Members (Submit new members on separate CP-2001)	<input type="checkbox"/> Other (Check Below) □ Change Lead Agency □ Add/Delete Commodity □ Change Address □ Other (List Below)
---	---	---	--

DETAILS (Identify changes in membership, commodities purchased or other information as appropriate)

This is to certify that the requirements of N.J.S.A. 40A:11-1 et seq. or N.J.S.A. 18A:18A-1 et seq., as appropriate, and N.J.A.C. 5:34-7.1 et seq. are understood and the System is in compliance with them.

Signature:		E-mail Address:	alannmco@esenj.us
Name:	Anthony La Marco	Phone:	732-777-9848; Ext. 3120
Title:	Business Administrator/Board Secretary	Date:	12/23/2021

Official Use:	Approved: 	Materials Complete:	Effective Date:	System Expiration:
	Disapproved:	Jan. 5, 2022	May 21, 2022	May 21 2027

COOPERATIVE PRICING SYSTEM AGREEMENT

THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
65-MCESCCPS

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 20th day of March, 2023, by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY and the Township of Lower who desires to participate in the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING SYSTEM.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

The goods or services to be priced cooperatively may include supplies and materials, time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
2. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by *N.J.A.C. 5:34- 7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
3. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities if required, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
7. The Lead Agency shall enter into a formal written contract(s) directly with the successful

bidder(s) only after it has certified the funds available for its own needs.

8. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
9. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
10. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
11. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
14. *It is understood that all fees for each participating contracting unit are paid to the Lead Agency by the successful bidder as follows:*
 - *Supplies, materials, goods and services at 2.2% of sales.*
 - *Natural Gas .00325 per therm*
 - *Electrical Aggregation.00125 per kilowatt hour*
 - *Demand Response at 7% of reimbursement*All fees are included within the bid price and are subject to change with new awards and notice to all cooperative members will be provided.
15. This Agreement shall become effective on 5/21/22 subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. *Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.*
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY: _____
 Anthony La Marco
 Business Administrator/Board Secretary

ATTEST BY: _____
 Name and Title

For: _____
 Participating Unit

BY: _____
 Name and Title

ATTEST BY: _____
 Name

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

RESOLUTION #2023-119

Title APPROVAL OF CHANGE ORDER #1 FOR 2023 FERTILIZING SERVICES FOR THE ADDITION OF CLEM MULLIGAN PARK

WHEREAS, J & D Services, LLC d/b/a Spring Green was awarded the 2023 Fertilizing Service for various locations in Lower Township on March 6, 2023 for \$27,213.00 by Resolution #2023-111; and

WHEREAS, Change Order #1 is for the additional property known as Clem Mulligan Park, which will result in an increase of \$8,020.41; and the total contract will be \$35,233.41; and

WHEREAS, as per N.J.A.C. 5:30-11.9 Procedures for Change Orders which exceed 20% limitation, notice will be sent to the Department of Community Affairs and published in the newspaper; and the CFO has determined sufficient funds are available in the budget as follows:

Appropriation #: 3-01-28-370-298

CFO 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 Change Order #1 for Spring Green for the addition of Clem Mulligan Park in the amount of \$8,020.41 is hereby approved to increase the contract total to \$35,233.41

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 20, 2023.

Julie A. Picard
Julie A. Picard, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore Road (609) 886-2005
Villas, New Jersey 08251



REVISION OF CONTRACT AWARD FINAL YEAR 2023

TO: J&D Services LLC d/b/a Spring Green
FROM: Margaret Vitelli, QPA
DATE: February 27, 2023
RE: Additional Location Clem Mulligan Field for Fertilizing Services

Lower Township Mayor and Council has approved by Resolution #2021-98 on March 1, 2021, your contract for Fertilizing Services for Various Location in Lower Township for the 2021 and 2022 years, with the option of 2023 as proposed in Rebid 2021-03 to be awarded annually via Resolution.

The Township requested to add Clem Mulligan Field to the list of properties included in the original bid. The services shall include 5 Fertilization and Weed Control Treatments and 2 Core Aeration with Overseeding at Clem Mulligan Park for a total of \$8,020.41, increasing the total contract for the final 2023 year to \$35,233.41.

2023 Final Year

Fertilizing Services for various locations in Township of Lower	\$27,213.00
Additional Services for Clem Mulligan Field	\$8,020.41
Total	\$35,233.41

You are required to execute and furnish the Certificates of Insurance (with copies of the policies including all endorsements), within seven (7) calendar days from the date of this Notice of Award; Listing Township of Lower, Lower Township Board of Education as additional insured.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated March 1, 2021

OWNER: TOWNSHIP OF LOWER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: J&D Services LLC, DBA Spring-Green
This day of February 27, 2023,

Thomas O'Brien
By _____
Thomas O'Brien

Title
Owner

TOWNSHIP OF LOWER

2600 Bayshore Road (609) 886-2005
Villas, New Jersey 08251



REVISION OF CONTRACT AWARD FINAL YEAR 2023

TO: J&D Services LLC d/b/a Spring Green
FROM: Margaret Vitelli, QPA
DATE: February 27, 2023
RE: Additional Location Clem Mulligan Field for Fertilizing Services

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2023 Final Year

Fertilizing Services for various locations in Township of Lower	\$27,213.00
Additional Services for Clem Mulligan Field	\$8,020.41
Total	\$35,233.41

You are required to execute and furnish the Certificates of Insurance (with copies of the policies including all endorsements), within seven (7) calendar days from the date of this Notice of Award; Listing Township of Lower, Lower Township Board of Education as additional insured.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated March 1, 2021

OWNER: TOWNSHIP OF LOWER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: J&D Services LLC, DBA Spring-Green
This day of February 27, 2023,

Thomas O'Brien By

Title
Owner

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

RESOLUTION # 2023-120

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 Pount 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 Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Austin Parker in the amount of 5,259.44 is authorized and chargeable to the 2023 Budget account 3-01-25-240-122.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held March 20, 2023.


Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

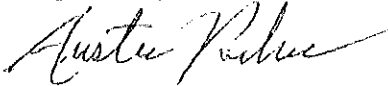
SPECIAL REPORT

TO: Chief Kevin Lewis
FROM: Patrolman Austin Parker
DATE: February 26, 2023
SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 200 hours of accrued Comp Time. Thank you for your time and consideration sir.

Respectfully Submitted,



Austin Parker
Patrolman Badge 215

C	File	Date	Officer	186	Comments
		2/27/23	PL Parker		
		2/27/23	LT Meyer		FWD to Chief
		2/3/23		#124 CPT	FWD TO CHIEF
		3-3-23	181 (A)		FWD. TO TOWNSHIP TO PROCESS

200 x
26,2972 =
6,259,440 *+

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

RESOLUTION #2023-121

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

WHEREAS, James Brown t/a Mister Softee of Cape May County, LLC, has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2023; and

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

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

Ice Cream Peddling Salesman License

James Brown

Ice Cream Peddling Business License

2011 Workhorse Vin #5B4KFD2D0B3444064

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY		X	X				
PERRY			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 March 20, 2023.


Julie A Picard, Township Clerk

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

RESOLUTION #2023-122

Title: A RESOLUTION REQUESTING THAT THE COUNTY OF CAPE MAY CONDUCT A TRAFFIC STUDY ON SEASHORE ROAD (CR626) FOR THE PURPOSE OF EVALUATING WHETHER A REDUCTION OF THE POSTED SPEED LIMIT IS APPROPRIATE TO ADDRESS REPORTS OF EXCESSIVE SPEEDING

WHEREAS, Seashore Road (CR626) is a County Road located within the Township of Lower under the jurisdiction and control of the County of Cape May; and

WHEREAS, over the course of the past several months, the Township of Lower and the County of Cape May have received complaints from members of the public expressing concern in relation to the excessive speed on said roadway; and

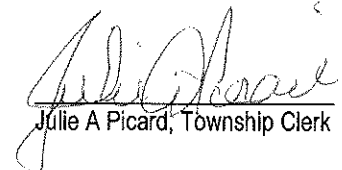
WHEREAS, pursuant to N.J.S.A. 39:4-98, the County of Cape May is authorized to establish/designate reasonable safe speed limits for streets/roads under its jurisdiction and it is authorized to commission an engineering and traffic investigation/study to evaluate whether posted speed limits are reasonable or safe under the conditions found to exist on the roadway; and

WHEREAS, in light of the reports of excessive speeding along Seashore Road, the Township Council of the Township of Lower finds it to be in the best interests of the public to request that the County of Cape May conduct a Traffic Study on Seashore Road for the purpose of evaluating whether or not a reduction in the posted speed limit is necessary and appropriate to control and address reports of excessive speeding on the roadway.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Lower Township Council hereby requests the County of Cape May Board of Commissioners conduct a traffic study on Seashore Road (County Road 626) in order to control the excessive speeding on the roadway.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 20, 2023


Julie A Picard, Township Clerk

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

RESOLUTION #2023-123

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF LOWER AND THE CAPE MAY BEACH PROPERTY OWNERS ASSOCIATION HISTORIC TOWNBANK, INC. CONCERNING THE IMPROVEMENT AND MAINTENANCE OF PUBLIC BEACH ACCESS POINTS

WHEREAS, over the course of the past several years, the Township of Lower has constructed various improvements to beach access points throughout the Township in order to ensure that adequate and safe public access is provided for members of the general public seeking to access and enjoy the Township's beach/bayfront; and

WHEREAS, the Cape May Beach Property Owners Association Historic Townbank, Inc. is the owner of certain real property located in the Townbank section of the Township of Lower which is utilized by private property owners and members of the general public in order to access the beach/bayfront located at the street ends of Englewood Avenue, Delford Avenue, Townbank Road, Cliffside Road, Beverly Road, Adelpia Road, Race Track Drive, Folsom Road, Elwood Road, Delair Road, Cedarbrook Road, Brookdale Avenue, and Avalon Road; and

WHEREAS, the parties recognize that the public has a right to utilize these privately owned beach access points in accordance with the New Jersey Public Trust Doctrine, and ensuring that same are maintained in a safe and appropriate condition is in the best interests of the Township and the general public; and

WHEREAS, the parties further recognize that these public beach access which are points privately owned by the Cape May Beach Property Owners Association Historic Townbank, Inc. have fallen into a state of disrepair and are in need of improvement in order to ensure access and the safety of the general public seeking to access the beach/bayfront; and

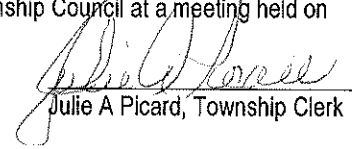
WHEREAS, in an effort to improve access and safety to the beach/bayfront, the Township has agreed to construct improvements to the beach access points identified herein in exchange for an easement authorizing the Township to access and maintain the property in question, and which will further provide that the general public shall have the right to utilize/access these privately owned beach access points in perpetuity; and

WHEREAS, the Parties have negotiated the terms of a Memorandum of Understanding, a copy of which is attached hereto, which outlines the rights, obligations, and responsibilities of the parties in connection with the improvement of the above referenced beach access points.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Lower Township Council authorizes the Mayor and Clerk to sign the attached Memorandum of Understanding on the Township's behalf.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 20, 2023.


Julie A Picard, Township Clerk

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

**CAPE MAY BEACH PROPERTY OWNERS ASSOCIATION HISTORIC
TOWNBANK, INC.**

DATED

3-26-2023

A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF LOWER AND CAPE
MAY BEACH PROPERTY OWNERS ASSOCIATION HISTORIC TOWNBANK, INC.
CONCERNING THE IMPROVEMENT AND MAINTENANCE OF BEACH ACCESS POINTS
OWNED BY THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 30th day of March, 2023 by and between the **TOWNSHIP OF LOWER** (hereinafter the "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **CAPE MAY BEACH PROPERTY OWNERS ASSOCIATION HISTORIC TOWNBANK, INC.** (hereinafter the "CMBPOA"), a Non-Profit 501(c)(3) corporation of the State of New Jersey, doing business at 201 Clubhouse Drive, Townbank, New Jersey 08204, and who may collectively be denominated as the "Parties" in this Memorandum of Understanding, and each may be called, separately, a "Party."

WITNESSETH:

WHEREAS, over the course of the past several years, the Township of Lower has constructed various improvements to publicly owned beach access points in order to ensure that adequate and safe public access is provided for members of the general public seeking to access and enjoy the Township's beach/bayfront; and

WHEREAS, the CMBPOA is the owner of certain real property located in the Townbank section of the Township of Lower which is utilized by private property owners and members of the general public in order to access the beach/bayfront located at the street ends of Englewood Avenue, Delford Avenue, Townbank Road, Cliffside Road, Beverly Road, Adelpia Road, Race Track Drive, Folsom Road, Elwood Road, Delair Road, Cedarbrook Road, Brookdale Avenue, and Avalon Road; and

WHEREAS, the parties recognize that the public has a right to utilize these privately owned beach access points in accordance with the New Jersey Public Trust Doctrine, and ensuring that same are maintained in a safe and appropriate condition is of the utmost importance to the parties; and

WHEREAS, the parties further recognize that these beach access points privately owned by the CMBPOA have fallen into a state of disrepair and are in need of improvement in order to ensure the safety of the general public seeking to access the beach/bayfront through this privately owned property; and

WHEREAS, in an effort to improve access and safety to the beach/bayfront, the Township has agreed to construct improvements to the privately owned beach access points identified herein, at no cost to the CMBPOA, in exchange for an easement authorizing the Township to access and maintain the property in question, and which further provides that the general public shall have the right to utilize/access these privately owned beach access points in perpetuity;

NOW THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, do hereby adopt and endorse the following memorandum of

understanding outlining the rights, responsibilities and obligations of the parties in association with anticipated beach access improvements to be completed by the Township on private property owned by the CMBPOA:

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

2. **TERM:** The terms of this Memorandum of Understanding shall take effect upon the execution of same and continue through the completion of the anticipated beach access improvements, and said work is contingent upon the CMBPOA granting an easement to the Township to access and maintain the access points in question, and which further provides that the general public shall have the right to utilize/access these privately owned beach access points in perpetuity.

3. **TOWNSHIP RESPONSIBILITIES:**

- A. The Township will retain the services of a Professional Engineer/Professional Land Surveyor in order to survey the privately owned property and beach access points at Englewood Avenue, Delford Avenue, Townbank Road, Cliffside Road, Beverly Road, Adelpia Road, Race Track Drive, Folsom Road, Elwood Road, Delair Road, Cedarbrook Road, Brookdale Avenue, and Avalon Road for the purposes of preparing legal descriptions for the beach access area in question.
- B. The Township will draft proposed Deeds of Easement memorializing its right to access and maintain the privately owned beach access points in order to construct anticipated improvements to same, and which further provides that the general public shall have the right to utilize/access these privately owned beach access points in perpetuity.
- C. Upon the full and complete execution and recording of the aforementioned Deeds of Easement, the Township will retain the services of a Professional Engineer in order to design beach access improvements to provide safe and adequate beach/bayfront access at the street ends located at Englewood Avenue, Delford Avenue, Townbank Road, Cliffside Road, Beverly Road, Adelpia Road, Race Track Drive, Folsom Road, Elwood Road, Delair Road, Cedarbrook Road, Brookdale Avenue, and Avalon Road. The parties acknowledge that the Township has already received conceptual approval from the NJDEP and a general maintenance permit which included renovations, upgrades, and maintenance to the beach access points identified herein, subject to obtaining required Deeds of Easement. Accordingly, the Township shall have the sole and exclusive authority to design the beach access improvements.
- D. The Township will assume sole responsibility to pay for the engineering/surveying services rendered in order to survey the property in

question and to design beach access improvements. In addition, the Township will assume sole responsibility to assume the costs associated with any material and labor necessary in order to construct the anticipate improvements to these privately owned beach access points.

4. CMBPOA RESPONSIBILITIES:

- A. The CMBPOA will provide its written consent to the Township in order to allow the Township's Engineer to access the privately owned land located at Englewood Avenue, Delford Avenue, Townbank Road, Cliffside Road, Beverly Road, Adelphia Road, Race Track Drive, Folsom Road, Elwood Road, Delair Road, Cedarbrook Road, Brookdale Avenue, and Avalon Road for the purposes of surveying said properties to prepare legal descriptions and to design improvements to these privately owned beach/bayfront access points.
- B. The CMBPOA will grant an easement to the Township authorizing the Township to access and maintain the property in question, and which further provides that the general public shall have the right to utilize/access these privately owned beach access points in perpetuity.

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

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

CMBPOA shall have no responsibility for any of the Township's debts, liabilities, or other obligations or for the intentional, reckless, negligent or unlawful acts or omissions of the Township, its elected and un-elected officials, directors, officers, employees, agents and affiliates. The Township may not bind CMBPOA in any way whatsoever with respect to third parties.

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

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

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

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

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

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

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

11. **ENTIRE AGREEMENT:** The terms of this Memorandum of Understanding represents the entire agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

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

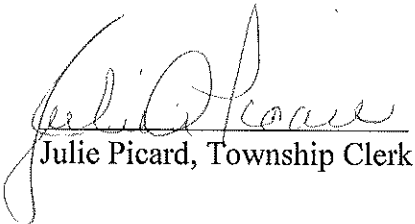
13. **WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Memorandum of Understanding at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein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

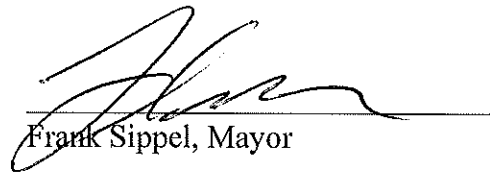
14. **AUTHORIZATION OF OFFICIALS; COUNCIL APPROVAL:** The parties acknowledge that this Memorandum of Understanding has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding the date first above written.

ATTEST:

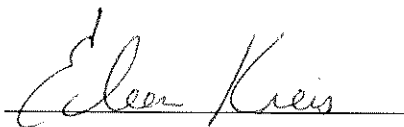
TOWNSHIP OF LOWER

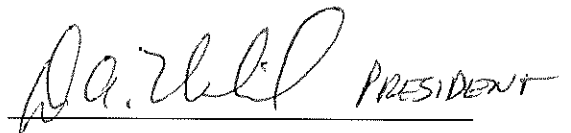

Julie Picard, Township Clerk


Frank Sippel, Mayor

ATTEST:

CAPE MAY BEACH PROPERTY
OWNERS ASSOCIATION HISTORIC
TOWNBANK, INC.



 PRESIDENT

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

RESOLUTION #2023-124

Title: AUTHORIZATION FOR REFUND OF TAXES

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

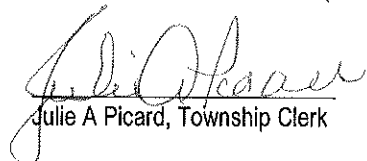
WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
118	9	Greater Cape May Elks #2839 901 Bayshore Road, Units 3 and 4	Exempt Property 2023	\$ 799.39

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 20, 2023.


Julie A Picard, Township Clerk