Signed Resolutions – May 6, 2024

Res. #2024-147 Authorization for the Payment of Vouchers $ 1,509,612.85
Res. #2024-148 Authorization for the Payout of Accumulated Compensatory Time (J.Mathis $1,233.05)
Res. #2024-149 Authorization for Waiver of Permit Fees for the Villas Volunteer Fire Company Associated with the Kitchen Renovation
Res. #2024-150 Approval for Pyrotecnico Fireworks Inc to Load and Unload a Fireworks Barge in Lower Township (7/4 – Rain Date 7/5 or 7/6)
Res. #2024-151 Authorization for the Payout of Accumulated Compensatory Time (M.Nuscis $6,530.53)
Res. #2024-152 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (ACMJIF Safety Incentive $2,750.)
Res. #2024-153 Amend Designation of Official Depositories
Res. #2024-154 Amend Capital Budget
Res. #2024-155 Approval for Holy Spirit Lutheran Church to conduct a Flea Market
Res. #2024-156 Appointments to the Zoning Board of Adjustment
Res. #2024-157 Authorizing Payment for 2024 Regional School Taxes
Res. #2024-158 Authorization for the Payout of Accumulated Compensatory Time (J.Mathis $6,728.76)
Res. #2024-159 Approving a Professional Service Contract with DeBlasio & Associates for Village Road Bulkhead (LT-C-051)
Res. #2024-160 Approval of Change Order #2 for DeBlasio & Associates for Engineering and Permitting Phase for Additional Outfalls: Beverly Road, Wildwood Avenue, Arbor Road, Cloverdale Avenue (LT-C-041)
Res. #2024-161 A Resolution Authorizing the Award and Execution of an Agreement with EB Employee Solutions, LLC to Procure and Provide Health Reimbursement Account Services
Res. #2024-162 A Resolution Establishing an Emergency Due to Major Flooding from Frances Avenue to Ohio Pump Station Requiring Immediate Installation of Storm Sewer Drainage Piping
Res. #2024-163 Award of Emergency Contract to Fred M Schiavone Construction Inc. for Immediate Installation of Storm Sewer Piping at Frances Avenue to Ohio Pump Station
Res. #2024-164 Approval of Change Order #1 for DeBlasio & Associates for the Emergency Repairs to Frances Avenue Storm Sewer Improvements Construction Phase (LT-C-045)
Res. #2024-165 Approving a Professional Service Contract with DeBlasio & Associates for Resurfacing of Corson Lane – Woolson Road to Southern End of Corson Lane (LT-C-050)
Res. #2024-166 Authorization for Refund of Taxes
Res. #2024-167 Approving a Professional Service Contract with DeBlasio & Associates for the Survey Phase for Holmes Avenue, Gorham Avenue & Scott Avenue Storm Sewer and Roadway Improvements Project (LT-C-052)
Res. #2024-168 Approval of an Alcoholic Beverage Control Plenary Retail Consumption License Place to Place Transfer – License #0505-33-015-010 from an Inactive License to 926 Ocean Drive, Lower Township. This transfer has been published and no comments were received,
Res. #2024-169 Appointment of Tax Appeal Attorney for the year 2024 as a Professional Service Contract without Public Bidding (P.Baldini)

Resolution #2024-147

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last

Include Project Line Items: Yes

Include Non-Budgeted: Y

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00055	LARRY AKINS						
24-01128	04/30/24	CONTRACTUAL REIMBURSEMENT M	Open	105.09	0.00		
00110	ANCO HOME CENTER						
24-00983	04/15/24	FS ANCO 04.10.24	Open	22.57	0.00		
00134	ATLANTIC COUNTY JOINT INS FUND						
24-00537	02/20/24	2024 JIF PAYMENTS	Open	279,414.00	0.00		B
00153	ATLANTIC CITY ELECTRIC*						
24-01149	04/30/24	APRIL 2024 ELECTRIC	Open	23,860.22	0.00		
00179	AVERY TEITLER						
24-01039	04/19/24	PB SOLICITOR VOUCHERS	Open	1,000.00	0.00		
00301	BELMONT AND CRYSTAL SPRINGS*						
24-00925	04/08/24	WATER-APRIL'24	Open	5.00	0.00		
24-01045	04/19/24	BOTTLED WATER/DPW	Open	51.70	0.00		
				56.70			
00354	BILLOWS ELECTRIC SUPPLY CO*						
24-00543	02/20/24	EMERGENCY LIGHTS-MILLMAN	Open	207.96	0.00		
00419	RICHARD M BRASLOW, ESQ						
24-01067	04/24/24	FS Legal Services for court	Open	400.00	0.00		
00611	COUNTY OF CAPE MAY (FUEL)						
24-01087	04/24/24	GASOLINE/DIESEL/3/1-3/31/24	Open	24,151.38	0.00		
00651	MUNICIPAL UTIL AUTH DUMP FEES						
24-01038	04/19/24	DUMPING FEE/DPW 2/29-3/31/24	Open	59,582.41	0.00		
00741	CMC CHIEF'S OF POLICE ASSOC.						
24-00503	02/14/24	TRAINING APRIL 4,2024	Open	200.00	0.00		
00784	CAPE MAY STAR & WAVE						
24-01015	04/19/24	Legals 04/10/2024	Open	47.00	0.00		
24-01140	04/30/24	Legal Ads - 4/24	Open	48.50	0.00		
				95.50			
00786	HAROLD CARTY						
24-01131	04/30/24	CONTRACTUAL REIMBURSEMENT M	Open	1,784.00	0.00		
00825	COMCAST*						
24-01147	04/30/24	INTERNET(ALL) 4/15 -5/14/23	Open	1,416.51	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00870	CHURCH'S GARDEN CENTER AND*						
24-00813	03/25/24	DUNEGRASS FOR BAYFRONT	Open	360.00	0.00		
01075	COPIERS PLUS*						
24-00645	03/01/24	BOCA REPLACEMENT COPIER	Open	7,799.84	0.00		
01125	MARGARET CROMPTON						
24-00097	01/08/24	CONTRACTUAL REIMBURSEMENT M	Open	100.00	0.00		B
01201	DELL CORPORATION*						
24-00169	01/11/24	COMPUTER FOR NEW HR	Open	2,297.28	0.00		
01239	DIANA L DeNOTE						
24-01127	04/30/24	CONTRACTUAL REIMBURSEMENT M	Open	78.00	0.00		
01269	DISCOUNT HYDRAULICS*						
24-00972	04/11/24	SEALS/DPW	Open	1,694.44	0.00		
01389	EDDIE'S AUTO BODY						
24-01085	04/24/24	FRONT END ALIGNMEMT/DPW	Open	129.95	0.00		
01480	E-Z PASS						
24-01079	04/24/24	DPW 4/4/24 & REC 3/14/24	Open	300.00	0.00		PC1
01590	FORD, SCOTT & ASSOCIATES						
24-01044	04/19/24	2024 PROFESSIONAL SVCS.	Open	12,000.00	0.00		B
01690	GRANTURK EQUIPMENT CO*						
24-00994	04/15/24	NOZZ CATCH BASIN/DPW	Open	407.56	0.00		
24-01093	04/24/24	SUPPORT STRAP/DPW	Open	327.60	0.00		
				735.16			
01806	ANTHONY J HARVATT, II, ESQ						
24-01109	04/25/24	ZBA MARCH RESOLUTION VOUCHERS	Open	750.00	0.00		
02027	JESCO INC~						
24-00985	04/15/24	PARTS FOR VEHICLES/DPW	Open	1,926.40	0.00		
24-01121	04/26/24	SWITCH/DPW	Open	228.56	0.00		
				2,154.96			
02097	LACAL EQUIPMENT INC						
24-00969	04/11/24	HYDRAULIC MOTOR/DPW	Open	1,364.42	0.00		
02247	LAWSON PRODUCTS, INC. ~						
24-00904	04/05/24	SUPPLIES FOR GARAGE/DPW	Open	699.78	0.00		
24-01118	04/26/24	CHAIN & CABLE LUBE	Open	299.76	0.00		
				999.54			
02538	MARSH & MCLENNAN AGENCY, LLC						
24-00009	01/02/24	RES#24-42 DNE$40K MNTHLY	Open	3,333.33	0.00		B
02541	ROBERT D. MARTIN, JR						
24-01130	04/30/24	CONTRACTUAL REIMBURSEMENT M	Open	131.00	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02811	JAMES MOY						
24-01063	04/24/24	CONTRACTUAL REIMBURSEMENT M	Open	143.77	0.00		
03026	NJ STATE HEALTH BENEFITS						
24-01111	04/25/24	MAY 2024 NJSHBP ACTIVE	Open	259,367.14	0.00		
24-01112	04/25/24	MAY 2024 NJSHBP RETIREES	Open	121,404.51	0.00		
				380,771.65			
03285	PARA PLUS TRANSLATIONS,INC.*						
24-00960	04/10/24	COURT INTERPRETER	Open	231.67	0.00		
03293	BLAINE PAYNTER						
24-01129	04/30/24	CONTRACTUAL REIMBURSEMENT M	Open	85.00	0.00		
03305	PEDRONI FUEL*						
24-00984	04/15/24	NO LEAD GAS/DPW 4/5/24	Open	1,136.59	0.00		
03354	PERNA FINNIGAN, INC*						
23-02612	10/18/23	RES 2023-330 OHIO AVE PUMP	Open	424,587.65	0.00		B
03466	R & R SPECIALTIES						
24-00643	03/01/24	MEMORIAL BENCH PLAQUE	Open	340.00	0.00		
03518	RIGGINS, INC.*						
24-00971	04/11/24	OFF HIGHWAY DIESEL/DPW	Open	869.30	0.00		
24-01004	04/17/24	OFF HIGHWAY DIESEL/DPW 4/11/24	Open	791.00	0.00		
				1,660.30			
03537	RUTGERS, THE STATE UNIVERSITY*						
24-00198	01/17/24	PROPERTY TAX ADMIN 2 VENDETTA	Open	944.00	0.00		
03611	SERVICE TIRE TRUCK CENTERS ~						
24-00893	04/05/24	TIRES/RDS/SANT/RECY/DPW	Open	5,898.42	0.00		
03678	SMELTZER & SONS INC.*						
24-00921	04/08/24	FALCON PC HEADS/IRRIGATION	Open	542.64	0.00		
03692	SOUTH JERSEY GAS CO*						
24-01148	04/30/24	3/15-4/16/23 NATURAL GAS	Open	6,563.75	0.00		
03899	UPS						
24-01037	04/19/24	SHIP PORTABLE RADIO FOR REPAIR	Open	166.46	0.00		PC1
03904	LOWE'S HOME CENTER INC*						
24-01122	04/26/24	SUPPLIES/BLDG/DPW	Open	96.32	0.00		B
04030	WEST PUBLISHING PAYMENT *						
24-00979	04/15/24	CLEAR PROGRAM 2024 - 2025	Open	3,926.64	0.00		
04075	BARBER CONSULTING SERVICES LLC						
24-01083	04/24/24	unifi port switch	Open	49.99	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04097	CINTAS FIRST AID AND SAFETY*						
24-00986	04/15/24	FIRST AID/DPW 4/10/24	Open	14.48	0.00		
24-00990	04/15/24	DPS - REFILL MEDICAL BOX	Open	71.69	0.00		
				86.17			
04122	JIM CONROY						
24-01034	04/19/24	LACROSSE OFFICIAL	Open	105.00	0.00		
04204	ZACHARY ZELWAK						
24-00202	01/17/24	MEDICARE SUPPLEMENT	Open	361.00	0.00		
04261	STATE OF NEW JERSEY						
24-01080	04/24/24	1ST QTR 2024 UNEMPLOYMENT	Open	35,251.05	0.00		
05083	ALLEGRA MARKETING,PRINT & MAIL						
24-00989	04/15/24	UCC FORMS	Open	780.00	0.00		
5027	CAPE MAY COUNTY FIRE PROTECTIO						
24-01076	04/24/24	CMC Fire Prevention dues2024	Open	100.00	0.00		
6059	USABLE LIFE						
24-01126	04/26/24	MAY 2024 LIFE INS	Open	958.50	0.00		
6063	CAPE MINING & RECYCLING, LLC*						
24-00896	04/05/24	SUPPLIES FOR TRUCKS/DPW	Open	89.04	0.00		B
6074	CAPE ATLANTIC JUNIOR FOOTBALL						
24-00981	04/15/24	2024 LEAGUE FEES	Open	750.00	0.00		
6081	SCOTT DOYLE						
24-01017	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
6094	ANCHOR RUBBER STAMP & PRINT*						
24-00856	03/28/24	S FRITSCH - NOTARY STAMP	Open	36.90	0.00		
7092	TREASURER STATE OF NJ FIRE ENF						
24-01006	04/17/24	2024 Life Hazard Renewal	Open	1,605.00	0.00		
7098	SHORE VETERINARIAN ANIMAL						
24-00007	01/02/24	RES#24-27 DNE$62K	Open	5,166.67	0.00		B
7153	SUSAN ZACCAGNINO						
24-01020	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
7168	SEAN COLLINS						
24-01018	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
7174	ROY VAN HOUTEN						
24-01019	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
7196	LAUREN HUGGINS SUIT						
24-00006	01/02/24	RES#24-06 DNE$16280 MNTHLY	Open	1,356.67	0.00		B

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7354	FLEETPRIDE INC.*						
24-00974	04/11/24	PARTS/VEHCLES/DPW	Open	2,949.02	0.00		
24-00996	04/15/24	BRAKES/DPW	Open	1,320.54	0.00		
24-01086	04/24/24	MATERIALS/DPW	Open	2,378.46	0.00		
				6,648.02			
7378	TONY PROCOPIO						
24-01027	04/19/24	LACROSSE OFFICIAL	Open	140.00	0.00		
7380	GAILE ROCKEY						
24-01026	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
24-01114	04/25/24	LACROSSE OFFICIAL	Open	70.00	0.00		
				140.00			
7386	COREY SCHEID						
24-01070	04/24/24	TRAINING MEALS	Open	20.00	0.00		
7391	ANDREW WELSH						
24-01040	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
7405	CHARLOTTE B. ANDERSON						
24-01008	04/18/24	CONTRACTUAL REIMBURSEMENT M	Open	1,390.00	0.00		
7441	ARCHER & GREINER*						
23-02667	10/26/23	PROF.SERVICES-$10M BOND SALE	Open	40,155.86	0.00		
7475	SUZANNE M SCHEID						
24-01064	04/24/24	CONTRACTUAL REIMBURSEMENT M	Open	1,613.00	0.00		
7482	MUNICIPAL MAINTENANCE CO *						
22-02298	09/23/22	EMERGENCY OHIO PUMP RES#22-287	Open	61,687.50	0.00		B
24-01069	04/24/24	TROUBLESHOOT PUMPS-BENNETT'S	Open	4,044.86	0.00		
				65,732.36			
7507	STEFANKIEWICZ & BELASCO LLC						
24-00001	01/02/24	RES#24-01 DNE$40K MTHLY	Open	3,333.33	0.00		B
7526	J HARRIS ACADEMY OF POLICE LLC						
24-01104	04/25/24	TRAINING MARCH 25-27, 2024	Open	1,785.00	0.00		
7577	GARY'S AUTOMOTIVE						
24-00992	04/15/24	DIESEL STICKER INSPECTION	Open	127.50	0.00		
7636	MOTT MACDONALD LLC						
24-01042	04/19/24	PB MOTT MACDONALD VOUCHERS	Open	314.00	0.00		
7649	RICHARD E. PIERSON MATERIALS*						
24-00641	03/01/24	SAND FOR NCM BEACH PATHS	Open	1,427.20	0.00		B
7689	GOVERNMENT FORMS AND SUPPLIES*						
24-01007	04/17/24	Spring Newsletter 2024	Open	210.51	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7691	AUDREY DENNY						
24-01151	05/01/24	CONTRACTUAL REIMBURSEMENT M	Open	35.56	0.00		
7820	DEBLASIO & ASSOCIATES, P.C						
24-00916	04/05/24	PB BOARD ENGINEER VOUCHERS	Open	1,416.13	0.00		
7929	AMAZON CAPITAL SERVICES, INC ~						
24-00592	02/27/24		Open	15.99	0.00		
24-00710	03/11/24	SUPPLIES	Open	190.70	0.00		
24-00922	04/08/24	OFFICE SUPPLIES	Open	101.88	0.00		
24-00977	04/11/24	OFFICE SUPPLIES & TRACTOR SEAT	Open	533.29	0.00		
24-00982	04/15/24	ARM ASSEMBLY FOR DOOR	Open	78.15	0.00		
24-01002	04/17/24	PAPER SHREDDER	Open	179.99	0.00		
24-01077	04/24/24	CORDS LAURENS PRINTER/RETURN	Open	0.00	0.00		
				1,100.00			
8214	USPS						
24-01036	04/19/24	MAILING TO NJ HISTORIC TRUST	Open	30.45	0.00		PC1
8257	STEPHANIE FRITSCH						
24-01071	04/24/24	MSI LEADERSHIP ACADEMY CLASS	Open	190.95	0.00		
8439	J&D SERVICES LLC						
24-00884	04/05/24	FERTILIZING SERVICES #24-39	Open	12,739.00	0.00		B
8460	RE BUSINESS SOLUTIONS ~						
24-01136	04/30/24	1ST QTR PRINTER MAINT 2024	Open	1,303.11	0.00		
8463	FORERUNNER INDUSTRIES INC *						
24-00998	04/17/24	FORERUNNER RENEWAL RES 24-143	Open	13,750.00	0.00		
8524	FRED M SCHIAVONE CONSTRUCTION						
24-00502	02/14/24	RES#24-63 DIAMOND BEACH IMPROV	Open	25,970.00	0.00		B
8721	BLANEY, DONOHUE, & WEINBERG PC						
24-00004	01/02/24	RES#24-03 PROSECUTOR DNE$45K	Open	3,750.00	0.00		B
24-00005	01/02/24	RES#24-03 WW CREST DNE$10K	Open	833.33	0.00		B
				4,583.33			
8723	HOFFMAN INTERNATIONAL INC*						
24-00973	04/11/24	WIPER BLADES/DPW	Open	315.03	0.00		
8725	W. CAMPBELL SUPPLY CO AC*						
24-00975	04/11/24	GASKET/DPW	Open	967.16	0.00		
8735	SURENIAN EDWARDS & NOLAN LLC						
24-01010	04/18/24	Aff Housing - Res.2024-121 10k	Open	80.00	0.00		B
9016	LEXINGTON INSURANCE COMPANY						
24-01074	04/24/24	Claim #AM-0160 Inv #2,3,4 & 5	Open	1,954.00	0.00		
9021	NATIONAL HIGHWAY PRODUCTS INC~						
24-01012	04/18/24	STREET SIGNS/DPW	Open	3,725.00	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
9123	ZACHARY M AYALA						
24-00389	01/31/24	FIREARM ID & PERMIT REFUND	Open	75.00	0.00		
9128	JOHN McCANN & ASSOCIATES						
24-00476	02/13/24	APPRASIALS FOR 5 PROP PER ATTA	Open	4,000.00	0.00		
9136	SIMONS SAYS LLC						
24-00586	02/27/24	FS LCMR Presentation 5.17.24	Open	1,500.00	0.00		
9140	BILL MULLIGAN						
24-01073	04/24/24	REIMBURSEMENT-FINGERPRINT/BACK	Open	58.98	0.00		
9141	CITY OF WILDWOOD WATER UTILITY						
24-01078	04/24/24	237 E ROCHESTER WATER 12/8-3/8	Open	50.55	0.00		
9145	DRUG IMPAIRMENT CONSULTING						
24-00728	03/12/24	TRAINING - APRIL 9, 2024	Open	150.00	0.00		
9146	GIRL SCOUT TROOP #49057						
24-00749	03/13/24	MINI GRANT/DPW	Open	300.00	0.00		
9157	MATTHEW VENDETTA						
24-00997	04/17/24	CONTRACTUAL REIMBURSEMENT V	Open	314.19	0.00		
9159	MIKE MULLIN						
24-01016	04/19/24	LACROSSE OFFICIAL	Open	35.00	0.00		
9160	KIM FARAGHAN						
24-01021	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
9161	DALTON ATTANASI						
24-01024	04/19/24	LACROSSE OFFICIAL	Open	140.00	0.00		
24-01115	04/25/24	LACROSSE OFFICIAL	Open	70.00	0.00		
				210.00			
9162	DAMON LEGATO						
24-01028	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
9163	LILLY LEGATO						
24-01029	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
9164	COREY FRANCIS						
24-01032	04/19/24	LACROSSE OFFICIAL	Open	35.00	0.00		
9165	TJ LASCALA						
24-01035	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
9167	GT MID ATLANTIC						
24-01108	04/25/24	PARTS FOR COUNTY BACKHOE	Open	468.62	0.00		
9168	DENNIS C BOYLE						
24-01062	04/23/24	CONTRACTUAL REIMBURSEMENT V	Open	425.00	0.00		

Vendor # / PO #	Name / PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BIRCH	BIRCH'S COMMUNICATIONS LLC*						
24-00958	04/10/24	PARTS FOR POLICE VEHICLES	Open	339.98	0.00		
BOSNA	KAREN MANETTE BOSNA						
24-00999	04/17/24	YOGA- MONTH OF MARCH '24	Open	210.00	0.00		
CANCELO	DON CANCELOSI						
24-01022	04/19/24	LACROSSE OFFICIAL	Open	140.00	0.00		
24-01030	04/19/24	LACROSSE OFFICIAL	Open	105.00	0.00		
				245.00			
DOUGHERT	GEORGIA DOUGHERTY						
24-01150	05/01/24	CONTRACTUAL REIMBURSEMENT M	Open	175.89	0.00		
PRESS	PRESS OF ATLANTIC CITY						
24-01146	04/30/24	APRIL2024 DIGITAL SUBSCRIPTION	Open	10.99	0.00		PC1
ROMANOW	FRED ROMANOWSKI						
24-01023	04/19/24	LACROSSE OFFICIAL	Open	140.00	0.00		
24-01031	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
				210.00			
SEAGE	SEAGEAR MARINE SUPPLY*						
24-00957	04/10/24	J. Embs uniforms	Open	129.99	0.00		
SEASH	SEASHORE COMMUNITY CHURCH						
24-01144	04/30/24	WARM CENTER-MARCH/APRIL 2024	Open	6,250.00	0.00		
SMITHA	AMY SMITH						
24-01113	04/25/24	LACROSSE OFFICIAL	Open	70.00	0.00		
TOMTO005	TOM TOTO						
24-01025	04/19/24	LACROSSE OFFICIAL	Open	70.00	0.00		
24-01116	04/25/24	LACROSSE OFFICIAL	Open	140.00	0.00		
				210.00			

Total Purchase Orders: 143 Total P.O. Line Items: 0 Total List Amount: 1,507,615.80 Total Void Amount: 0.00

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

RESOLUTION #2024- 147

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	Description	Amount
GREAT AMERICAN FINANCIAL SERV	4/10-5/9/24 MAIL MACHINE	$560.00
COMCAST BUISNESS	4/1-4/30/24 VOICE PHONES	$1437.05
	TOTAL Manual Checks	$1997.05
	TOTAL Computer Generated	$1,507,615.80
	TOTAL BILL	$1,509,612.85

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on MAY,06,2024.

Julie A Picard, Township Clerk

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

RESOLUTION #2024-148

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 Read 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 James Mathis in the amount of **$ 1,233.05** is authorized and chargeable to the 2024 Budget account 4-01-25-240-124.

	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 May 6, 2024.

Julie A Picard, Township Clerk

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

RESOLUTION #2024-149

Title: AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR THE VILLAS VOLUNTEER FIRE COMPANY ASSOCIATED WITH THE KITCHEN RENOVATION

WHEREAS, The Villas Volunteer Fire Company, located at 1619 Bayshore Road will be making application to the Township for Construction Permits for Kitch Renovation at the firehouse; and

WHEREAS, The Villas Volunteer Fire Company has been maintaining the building through the support of the community and have requested the Township waive any and all permit fees associated with the project; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that all permissible Township fees associated with the above project be waived.

	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 May 6, 2024.

Julie A Picard, Township Clerk

Villas Volunteer Fire Company

1619 Bayshore Rd. Villas New Jersey 08251
(609) 886-1611
Villasfire2@comcast.net

Enrico Mascio
President
Kelvin Ashbridge
Vice President

Athena Polewka
Secretary
Michael Brannon
Treasurer

04/11/2024

To the Lower Township Council,

The Villas Volunteer Fire Company has been maintaining our building through the support of or community with their generous donations. At this time, we continue our progress with the renovation of our kitchen. This project requires the Township Inspectors to oversee the work. The officer's and members of the Villas Volunteer Fire Company are requesting that Counsil consider waiving all local associated fees with permits to support our project.

Thank you for your consideration.

Thank You

President Enrico Mascio

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

RESOLUTION #2024-150

Title: **APPROVAL FOR PYROTECNICO FIREWORKS INC TO LOAD AND UNLOAD A FIREWORKS BARGE IN LOWER TOWNSHIP**

WHEREAS, Pyrotecnico Fireworks, Inc has requested permission to load and unload a barge in Lower Township for fireworks displays on the following date:

. July 4, 2024 for Congress Hall Hotel / Rain Date July 5 or July 6; and

WHEREAS, Pyrotecnico has provided the required proof of liability insurance required by the Uniform Fire Code Section 5:18-3.27 and signed a Hold Harmless Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Pyrotecnico Fireworks, Inc is hereby granted permission to load and unload the "fireworks barge" for the event listed above in accordance with all other necessary approvals and permits.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

Julie A Picard, Township Clerk

PYROTECNICO

PYROTECNICO FX

Lower Township Bureau of Fire Safety
407 Breakwater Road
Erma, NJ 08204

Subject: Congress Hall Hotel- Loading in/off in Township of Lower, NJ

Dear Donna,

A representative from our company will do a first light inspection at the Cape Atlantic Fisheries the morning of first light on July 5, 2024 (July 6 or 7, 2024 unless the rain date has been utilized). We will be responsible for policing the fireworks display and search for and disposing of unfired fireworks.

Please also be aware that we do police the area after the fireworks display has been completed. This is our procedure for all of our shows.

If you have any questions, please do not hesitate to contact me at 609.501.1626/rflowers@pyrotecnico.com.

Sincerely,
Raquel Flowers
Production Coordinator

TRAVELERS

BOND
(License or Permit - Continuous)

Bond No. 107859447

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Pyrotecnico Fireworks Inc. as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of NEW JERSEY, as Surety, are held and firmly bound unto The State of New Jersey, as Obligee, in the penal sum of Two Thousand Five Hundred ($2,500.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Fireworks Displays.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on June 15, 2023.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this June 15, 2023.

Pyrotecnico Fireworks Inc.

By: Lynn Ann Hamod
Principal

Travelers Casualty and Surety Company of America

By: Russell E. Vance
Russell E. Vance — Attorney-in-fact

S-2151A (4/17)

Producer Name

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Russell E. Vance**, of **Hartford, CT**, their true and lawful Attorney(s)-in-Fact, to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107859447 **Principal: Pyrotecnico Fireworks Inc.**

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15 day of June, 2023.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2022

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 4,770,857,023	LOSSES	$ 1,336,668,220
STOCKS	100,364,899	LOSS ADJUSTMENT EXPENSES	118,857,835
CASH AND INVESTED CASH	96,696,592	COMMISSIONS	40,691,982
OTHER INVESTED ASSETS	4,199,685	OTHER EXPENSES	39,635,941
RECEIVABLES FOR SECURITIES	4,974,637	TAXES, LICENSES AND FEES	12,913,840
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	21,726,585	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,820,266
INVESTMENT INCOME DUE AND ACCRUED	36,373,216	UNEARNED PREMIUMS	1,333,970,439
PREMIUM BALANCES	342,674,914	ADVANCE PREMIUM	1,562,542
REINSURANCE RECOVERABLE	41,825,337	POLICYHOLDER DIVIDENDS	15,680,328
NET DEFERRED TAX ASSET	64,176,958	CEDED REINSURANCE NET PREMIUMS PAYABLE	80,136,311
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	726,660	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	36,100,906
RECEIVABLES FROM PARENTS, SUBSIDIARIES AND AFFILIATES	35,069,022	REMITTANCES AND ITEMS NOT ALLOCATED	6,412,498
OTHER ASSETS	2,176,706	PROVISION FOR REINSURANCE	6,873,132
		PAYABLE FOR SECURITIES	66,784,788
		PAYABLE FOR SECURITIES LENDING	21,726,585
		RETROACTIVE REINSURANCE RESERVE ASSUMED	794,000
		OTHER ACCRUED EXPENSES AND LIABILITIES	371,898
		TOTAL LIABILITIES	$ 3,124,801,511
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,603,760
		OTHER SURPLUS	1,958,757,982
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,399,041,742
TOTAL ASSETS	$ 5,523,843,253	TOTAL LIABILITIES & SURPLUS	$ 5,523,843,253

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2022.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
19TH DAY OF AUGUST, 2022

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

TRAVELERS

IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2024

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

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

PRODUCER
Acrisure, LLC dba Britton Gallagher & Associates
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS: info@brittongallagher.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : Arch Speciality Ins Co	21199
INSURER D : Pennsylvania Insurance Company	
INSURER E :	
INSURER F :	

INSURED 2299
Pyrotecnico Fireworks Inc.
P.O. Box 149
299 Wilson Road
New Castle PA 16103

COVERAGES **CERTIFICATE NUMBER:** 1966982376 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	SI8CA00141-232	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	[ ] UMBRELLA LIAB [X] OCCUR	Y	Y	UXP1035252-04	10/14/2023	10/14/2024	EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED [ ] RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			82-872096-04-35	10/14/2023	10/14/2024	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01314-232	10/14/2023	10/14/2024	Each Occ/ Aggregate Total Limits	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.
Congress Hall Hotel Fireworks Display Date: July 4, 2024 Alternate Date: July 5, 2024 or July 6, 2024
Location: Barge @ Congress Hall Hotel, Cape May, NJ 08204
Additional Named Insureds: Congress Hall Hotel; Cape Resorts Group; City of Cape May, NJ
Additional Insureds: Lower Township, NJ; Chamber of Commerce of Greater Cape May, NJ; North Star Marine, Inc.

CERTIFICATE HOLDER

Congress Hall Hotel
29 Perry Street
Cape May NJ 08204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FIREWORKS DISPLAY

HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of Township of Lower

and Pyrotecnico Fireworks, Inc. (Contractor).

WITNESSETH:

1. Pyrotecnico Fireworks, Inc. (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of Township of Lower from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

   Workers Compensation/Employers Liability: $1,000,000.00

   General Liability: $1,000,000.00

   Automobile Liability: $1,000,000.00

   Umbrella Liability: $9,000,000.00

   A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

   Event: Loading/unloading onto/off of barge Date: 7.4.24 Rain Date: 7.5.20 or 7.6.24

   Dated: 4.15.2024 Signed: Lynn Ann Barnes
   Authorized Signature of the Contractor

   Witness: Mary M Killingsworth

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

RESOLUTION #2024-151

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 Read that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Michael Nuscis in the amount of **6,530.53** is authorized and chargeable to the 2024 Budget account 4-01-25-240-127.

	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 May 6, 2024.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: **Chief Kevin Lewis**

FROM: **Patrolman Michael Nuscis**

DATE: **April 12th, 2024**

SUBJECT: **Comp Time Cash Out**

Sir,

I am respectfully requesting to cash out 175 hours of Comp Time. Thank you for the consideration sir.

Respectfully Submitted,

Patrolman Michael Nuscis 195

C *File*

Date	*Officer*	*Comments*
04/12/2024	SFC. C [illegible] #195	TOT D.C. Vanaman
04/12/2024	[illegible] #195	FWD: CHIEF LEWIS Req APPROVED
4-12-24	181 KED	FORWARDED TO TOWN HALL

37.3173
× 175
6530.53

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

RESOLUTION #2024-152

Title: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount,

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of $2,750.00 for an item of revenue in the budget of the year 2024 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Atlantic County JIF Safety Incentive Award
Total with increase to be $ 2,750.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of $2,750.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Atlantic County JIF Safety Incentive Award
State/Federal Share $ 2,750.00
Non State Share $
Total with increase to be $ 2,750.00

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

Julie A Picard, Township Clerk

Atlantic County Municipal Joint Insurance Fund
Established in 1987
South Jersey Communities Securing Their Future

March 29, 2024

Kathleen Brown, Safety Coordinator
Lower Township
2600 Bayshore Road
Villas, NJ 08251

RE: 2023 Safety Incentive Program Awards

Dear Kathleen Brown:

It is our pleasure to report that Lower Township has earned **$2,750** as a result of your outstanding performance in the 2023 ACM JIF Safety Incentive Program. The incentive program is designed to foster a safety attitude among the ACM JIF members and to promote the safety objectives of the Fund. The awards were announced at the Annual Safety Breakfast held on March 28, 2024.

You and your municipal employees should be very proud of your accomplishments during this past year. Your dedication to the core principles of safety and risk management in everything you do is the reason that the ACM JIF has been, and will continue to be, one of the most successful Joint Insurance Funds in the State. To ensure that your Elected Officials are aware of your accomplishments, by copy of this letter, we are asking the Municipal Clerk to provide a copy of this correspondence to each member of the governing body as official correspondence from the ACM JIF for their information and acknowledgement.

Suggested Uses:
The purpose of this award is to recognize your employees for their contribution to your safety efforts. Some ways that these Funds can be used to reward your employees include the purchase of special employee recognition items or to pay for employee morale building events. Some employee recognition items that have been purchased in the past include, but are not limited to, windbreakers, jackets, sweatshirts, tees, hats, or other attire with the JIF Safety Logo. Some morale building events include an employee safety luncheon/dinner, BBQs, pizza parties, safety carnivals/fairs, bowling, etc. The JIF Safety Director's office (J.A. Montgomery) can assist with ideas on how the SIP monies can be spent.

Since the Wellness Program has been suspended, the Executive Safety Committee is allowing these award monies to be used to supplement local wellness initiatives. Over the past several years, many municipalities have implemented wellness programs for their employees. These programs include, but are not limited to, walking clubs, health coaches, and weight reduction clubs, etc. Employers recognize that these programs can have a positive impact on employee morale, physical fitness, mental wellbeing and health benefit costs. The JIF believes that improved employee morale and physical fitness will have a positive impact on the cost of workers' compensation claims.

Claiming Your Award:
You can elect to claim your awards either by check or through a reimbursement process. If you choose to claim the full amount of your safety awards by check, please complete the JIF voucher (found on JIF website www.acmjif.org), sign at vendor's signature, and return it to us by **April 30, 2024.** A check, payable to your municipality, will be mailed to you once it is approved at the monthly JIF meeting. If you elect to proceed with the reimbursement process, you can maintain

your money "on account" with the JIF and submit vouchers and receipts as you purchase items. All funds must be claimed or encumbered by **December 31, 2024** and encumbered funds must be claimed by **January 29, 2025.** All balances held on account will be reported to the Fund Commissioners on a monthly basis in the JIF Agenda Packet.

I once again want to thank you for your involvement and congratulate you and everyone involved in the JIF safety program for making "***Safety First in All We Say and Do***"!

If you have any questions or need assistance, please so not hesitate to contact our office.

Sincerely,
ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND

Paul Forlenza

Paul A. Forlenza, MGA
ACM JIF Executive Director

cc: Karen Fournier, Fund Commissioner
Jim Ridgway, Risk Management Consultant
Julie Picard, Municipal Clerk (As correspondence to the Governing Body)
Lauren Read, CFO/Treasurer

File: ACM/2024/Safety Kickoff Tab: 2023 Awards Distribution

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

RESOLUTION #2024-153

Title: **AMEND DESIGNATION OF OFFICIAL DEPOSITORIES**

NOW THEREFORE BE IT RESOLVED that Resolution #2024-12 be amended to authorize the addition of the following account:

ACCOUNT	AUTHORIZED OFFICIALS
Insurance/HRA Account	CFO, Asst. Treasurer, Twp. Clerk, Asst. Twp. Clerk

BE IT FURTHER RESOLVED that all disbursements by check require two signatures:

BE IT FURTHER RESOLVED that the use of electronic signatures is hereby authorized.

	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 May 6, 2024

Julie A Picard, Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2024-154

CAPITAL BUDGET AMENDMENT

WHEREAS, the local capital budget for the year 2024 was adopted on the 1st day of April, 2024, and

WHEREAS, it is desired to amend said adopted capital budget section,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the following amendments to the adopted capital budget section be made:

RECORDED VOTE	AYES	NAYS		
Frank Sippel	X		ABSTAIN	
David Perry	X			
Roland Roy	X			
Thomas Conrad	X		ABSENT	
Kevin Coombs	X			

FROM
CAPITAL BUDGET (Current Year Action)
2024

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Services for Current Year 2024: Capital Improvement Fund	Capital Surplus	Grants and Other Funds	Debt Authorized	To Be Funded in Future Years
Equipment	4,013,271.11		73,869.05			1,203,512.01	2,735,890.05
Recreation Facilities	12,085,000.00		91,750.00			1,743,250.00	10,250,000.00
Police Equipment	1,191,556.16		18,827.81			357,728.35	815,000.00
Municipal Buildings	3,945,500.00		184,775.00			3,510,725.00	250,000.00
Vehicles	1,200,000.00		11,250.00			213,750.00	975,000.00
Road Program/Infrastructure	2,000,000.00		0.00			0.00	2,000,000.00
Total All Projects	24,435,327.27	0.00	380,471.86	0.00	0.00	7,028,965.36	17,025,890.05

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2024-154

CAPITAL BUDGET AMENDMENT

6 YEAR CAPITAL PROGRAM 2024 - 2029
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2024	2025	2026	2027	2028	2029
Equipment	4,013,271.11	1,477,381.06	465,012.01	538,702.01	327,392.01	702,392.01	502,392.01
Recreation Facilities	12,085,000.00	1,835,000.00	3,000,000.00	2,000,000.00	2,500,000.00	750,000.00	2,000,000.00
Police Equipment	1,191,556.16	376,556.16	200,000.00	200,000.00	200,000.00	200,000.00	15,000.00
Municipal Buildings	3,945,500.00	3,695,500.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Vehicles	1,200,000.00	225,000.00	255,000.00	180,000.00	180,000.00	180,000.00	180,000.00
Road Program/Infrastructure	2,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00	
Total All Projects	24,435,327.27	7,609,437.22	4,970,012.01	2,968,702.01	4,257,392.01	1,882,392.01	2,747,392.01

6 YEAR CAPITAL PROGRAM 2024 - 2029
Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized
Equipment	4,013,271.11	200,663.56			3,812,607.55
Recreation Facilities	12,085,000.00	604,250.00			11,480,750.00
Police Equipment	1,191,556.16	59,577.81			1,131,978.35
Municipal Buildings	3,945,500.00	197,275.00			3,748,225.00
Vehicles	1,200,000.00	60,000.00			1,140,000.00
Road Program/Infrastructure	2,000,000.00	100,000.00			1,900,000.00
Total All Projects	24,435,327.27	1,221,766.37	0.00	0.00	23,213,560.90

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2024-154

CAPITAL BUDGET AMENDMENT
TO
CAPITAL BUDGET (Current Year Action)
2024

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Planned Funding Services for Current Year 2024: Capital Improvement Fund	Capital Surplus	Grants and Other Funds	Debt Authorized	To Be Funded in Future Years
Equipment	3,683,390.05		57,728.44			1,089,771.56	2,535,890.05
Recreation Facilities	11,694,000.00		72,644.76			1,371,355.24	10,250,000.00
Police Equipment	1,197,900.00		19,262.94			363,637.06	815,000.00
Municipal Buildings	1,920,600.00		84,044.56			1,586,555.44	250,000.00
Vehicles	1,200,000.00		11,319.30			213,680.70	975,000.00
Road Program/Infrastructure	8,600,000.00		180,000.00			3,420,000.00	5,000,000.00
Total All Projects	28,295,890.05	0.00	425,000.00	0.00	0.00	8,045,000.00	19,825,890.05

6 YEAR CAPITAL PROGRAM 2024 - 2029
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2024	2025	2026	2027	2028	2029
Equipment	3,683,390.05	1,147,500.00	465,012.01	538,702.01	327,392.01	702,392.01	502,392.01
Recreation Facilities	11,694,000.00	1,444,000.00	3,000,000.00	2,000,000.00	2,500,000.00	750,000.00	2,000,000.00
Police Equipment	1,197,900.00	382,900.00	200,000.00	200,000.00	200,000.00	200,000.00	15,000.00
Municipal Buildings	1,920,600.00	1,670,600.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
Vehicles	1,200,000.00	225,000.00	255,000.00	180,000.00	180,000.00	180,000.00	180,000.00
Road Program/Infrastructure	8,600,000.00	3,600,000.00	2,100,000.00	1,900,000.00	0.00	1,000,000.00	0.00
Total All Projects	28,295,890.05	8,470,000.00	6,070,012.01	4,868,702.01	3,257,392.01	2,882,392.01	2,747,392.01

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2024-154

CAPITAL BUDGET AMENDMENT

6 YEAR CAPITAL PROGRAM 2024 - 2029
Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized
Equipment	3,683,390.05	184,169.50			3,499,220.55
Recreation Facilities	11,694,000.00	584,700.00			11,109,300.00
Police Equipment	1,197,900.00	59,895.00			1,138,005.00
Municipal Buildings	1,920,600.00	96,030.00			1,824,570.00
Vehicles	1,200,000.00	60,000.00			1,140,000.00
Road Program/Infrastructure	8,600,000.00	430,000.00		0.00	8,170,000.00
Total All Projects	28,295,890.05	1,414,794.50	0.00	0.00	26,881,095.55

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

It is hereby certified that this is a true copy of a resolution amending the capital budget section adopted by the governing body on the 1st day of April, 2024.

Certified by me:

May 6, 2024
Date

Township Clerk

Trenton, New Jersey

Approved _____ 2024

Director of Local Government Services

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

RESOLUTION #2024-155

Title: APPROVAL FOR HOLY SPIRIT LUTHERAN CHURCH TO CONDUCT A FLEA MARKET

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

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

WHEREAS, the Township Council has reviewed the request from Holy Spirit Lutheran Church to conduct a flea market on June 29, 2024 at 1220 Bayshore Road; and

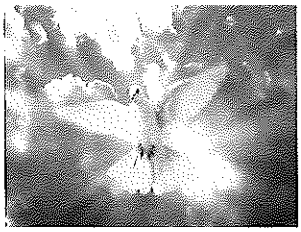
WHEREAS, the Council has determined the applicant meets the ordinance requirements of a non-profit, charitable, civic and/or religious organization.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

Julie A Picard, Township Clerk



HOLY SPIRIT Lutheran Church

www.holyspiritvillas.com

1220 Bayshore Rd. Villas, NJ 08251
Ph: 609-886-2414
Email: HolySpiritLutheran@comcast.net

04/19/2024

To Whom It May Concern:

We at Holy Spirit Lutheran Church are in the active phases of planning for our Annual Church Rummage Sale. We will be holding the event on Saturday, June 29th, 2024, from 6AM to 12Noon. We are seeking a Permit for this event from the Township of Lower, Cape May, State of New Jersey. We are requesting that fees be waved for this Permit as well. If there are further questions, or if further documentation is needed, please reach out so that this matter can be handled in a timely fashion. Thank you for your time and attention to this matter.

Vincent Piekarski

Vincent Piekarski
Vicar, TEEM
Holy Spirit Lutheran Church
1220 Bayshore Rd.
Villas, NJ 08251
412-225-0287 (Cell)

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

RESOLUTIUON #2024-156

Title: **APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT**

WHEREAS, there currently exist a few vacancies on the Zoning Board of Adjustments because of a resignation and various positions not being filled; and

WHEREAS, Council has reviewed the request from the Zoning Official regarding moving current board members to alternate positions.

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 movements on the board be made:

NAME	TYPE	TERM EXP
Robert Basco	FROM Alternate Member #1 TO Regular Member	August 2025
Joseph Baker	FROM Alternate Member #3 TO Alternate Member #1	September, 2024
Geoffrey Bostard	FROM Alternate member #4 TO Alternate Member #2	February, 2025

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024

Julie A Picard, Township Clerk

jpicard

From: Ryan Clary <ryanclary@comcast.net>
Sent: Monday, April 22, 2024 8:35 PM
To: jpicard
Subject: External Resignation

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.

Mrs. Picard,

Unfortunately I have to resign from the Planning Board due to my work schedule not allowing me to be present at the meetings.

Respectfully,
Ryan Clary

jpicard

From: Patrick Wood
Sent: Thursday, April 18, 2024 1:42 PM
To: jpicard
Subject: FW: Removal of Ryan Clary from Zoning Board of Adjustment and Moving other Members up

Follow Up Flag: Follow up
Flag Status: Flagged

From: Patrick Wood
Sent: Wednesday, February 7, 2024 10:06 AM
To: jpicard <jpicard@townshipoflower.org>
Cc: Bill Galestok (planning@townshipoflower.org) <planning@townshipoflower.org>
Subject: Removal of Ryan Clary from Zoning Board of Adjustment and Moving other Members up

Hello Julie,

As discussed previously, Ryan Clary has not completed his Board Member training within the allotted 18 months as well as not attending a zoning board meeting since of August of 2022.

Due to these facts, we recommend that he be removed as well information to go about it (request resignation, council resolution, remove from the list at the end of the month, etc.).

Along with that, we would also recommend the increase in hierarchy for active members, including appointing Mr. Basco from Alternate #1 to Full Board Member, Joe Baker to Alternate #1, and Geoffrey Bostard to Alternate #2.

Thank you for your time and have a good day.

Patrick Wood
Lower Township Planning & Zoning
2600 Bayshore Road
Villas, NJ 08251
(609)886-1492, ext. 159

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

RESOLUTION #2024-157

Title: AUTHORIZING PAYMENT FOR 2024 REGIONAL SCHOOL TAXES

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2024 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget, and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner, and

WHEREAS, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #4-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer Lauren Read.

SCHOOL TAXES DUE	7/15/2024	$ 1,520,021.00
SCHOOL TAXES DUE	8/15/2024	$ 1,520,021.00
SCHOOL TAXES DUE	9/15/2024	$ 1,520,021.00
SCHOOL TAXES DUE	10/15/2024	$ 1,520,021.00
SCHOOL TAXES DUE	11/15/2024	$ 1,520,021.00
		$ 7,600,105.00

NOW, THEREFORE BE IT RESOLVED by the Township Council that the following payments are hereby authorized:

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

Julie A. Picard, RMC, Township Clerk

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

RESOLUTION #2024-158

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 Read 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 James Mathis in the amount of **6,728.76** is authorized and chargeable to the 2024 Budget account 4-01-25-240-127.

	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 May 6, 2024.

Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: **Chief Kevin Lewis**

FROM: **Detective James Mathis**

DATE: **April 26, 2024**

SUBJECT: **Comp Time Cash Out**

Sir,

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

Respectfully Submitted,

James Mathis
Detective Badge 206

C *File*

Date	*Officer*	*Comments*
4/26/2024	DSG [illegible] #0201	
4/26/24	Lt. C. B[illegible]	
4/26/24	DC [illegible] #174	FWD: CHIEF LEWIS
4-26-24	[illegible] 181 (KL)	FWD TO TOWN HALL

200
x 33.6438
6728.76

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

RESOLUTION #2024-159

Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES FOR VILLAGE ROAD BULKHEAD (LT-C-051)

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 provided a proposal for a bulkhead and stairway at the Village Road Street end due to erosion; the Village Bulkhead will connect to the two existing residential bulkheads to the north and south of the street ends, including NJDEP, CAFRA and Army Corps of Engineers Permitting fees for a cost of $10,000.00; and

WHEREAS, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: Ord #23-03 C-04-55-436-910

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

1. The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of $10,000.00 is hereby approved:

Survey, Engineering and Permitting Phase Cost: TOTAL $10,000.00

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

	MOTION	SECOND	AYE	NAY	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 May 6, 2024.

Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

April 29, 2024 **VIA EMAIL**

Gary Douglass, Superintendent of Public Works
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
Village Road Bulkhead – *Survey, Engineering, and Permitting Phase*
D&A File #: LT-C-051

Dear Mr. Douglass:

As per your request, **DeBlasio & Associates, P.C.** is pleased to provide a proposal for survey, engineering and permitting phase services for the ***Village Road Bulkhead*** in Lower Township.

It is our understanding that the Township wants to provide a bulkhead and stairway at the Village Road street end due to erosion that has taken place. The proposed bulkhead will connect to the two existing residential bulkheads to the north and south of the street end. The roadway at the street end will also be extended to meet the proposed bulkhead.

Due to the bulkhead and stairways proximity to Delaware Bay, multiple permits from various agencies will be required, including the following:

- NJDEP Waterfront Development Permit
- CAFRA Permit
- Army Corps of Engineers Permit

The Village Road Bulkhead will be incorporated into the Delaware Bay Outfall Extension Project permit package, in order to reduce permit application fees. DeBlasio & Associates, P.C. will be responsible for completing the permit packages and Lower Township will be responsible for all application fees.

To complete the above referenced scope of work, our professional service fee is listed below:

- **Survey, Engineering and Permitting Phase Cost:** **$10,000.00**
  - Survey and Base Mapping
  - Permit Plans and Specifications
  - Permit Applications

Total Professional Service Fee **$10,000.00**

Please note that this proposal does not include final bulkhead design, bid-ready construction documents and construction phase services. Should you require construction documents for a public bid, our office can provide an additional proposal for this work.

Should you have any questions or require additional information, please do not hesitate to contact me or Will Hanson at our office. We 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: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Finance (via email)

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

RESOLUTION #2024-160

Title: **APPROVAL OF CHANGE ORDER #2 FOR DeBLASIO & ASSOCIATES FOR ENGINEERING AND PERMITTING PHASE FOR ADDITIONAL OUTFALLS: BEVERLY ROAD, WILDWOOD AVENUE, ARBOR ROAD, CLOVERDALE AVENUE (LT-C-041)**

WHEREAS, DeBlasio and Associates was awarded a professional Service Contract by Resolution #2023-184 on May 15, 2023 for $45,000.00; Change Order #1 was awarded on October 16, 2023 for $9,000.00; and

WHEREAS, DeBlasio and Associates have provided a proposal for additional Bay Outfalls for Beverly Road, Wildwood Avenue, Arbor Road and Cloverdale Avenue includes Survey, Engineering and Permitting Phase for $18,000.00; and

WHEREAS, the Township Council desires to approve the Change Order #2 and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: Ord #23-03 C-04-55-436-910

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 #2 for DeBlasio and Associates is hereby approved to increase the contract total to $72,000.00.

	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 May 6, 2024.

Julie A. Picard, Township Clerk

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

April 24, 2024 VIA EMAIL

Gary Douglass, Superintendent of Public Works
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
Bay Outfall Extensions-*Additional Bay Outfalls-Engineering and Permitting Phase*
D&A File #: LT-C-041

Dear Mr. Douglass:

As per your request, **DeBlasio & Associates, P.C.** is pleased to provide a proposal for survey, engineering and permitting phase services for ***Additional Bay Outfalls-Engineering and Permitting Phase*** in Lower Township. The additional outfalls are to be included in the Bay Outfall Extension Project that is currently underway.

It is our understanding that the Township wants to add (4) four additional outfalls to the existing Bay Outfall Extension Project. The outfall extensions will allow for the existing storm sewer system to function more efficiently. The outfalls included in this proposal are located at the following locations:

- Beverly Road
- Wildwood Avenue
- Arbor Road
- Cloverdale Avenue

Due to the outfalls' proximity to Delaware Bay and many of them extending below the Mean Low Water Line (MLWL), multiple permits from various agencies will be required to extend and replace the outfalls. As such, the following permits will be required:

- NJDEP Waterfront Development Permit
- CAFRA Permit
- Army Core of Engineers Permit

DeBlasio & Associates, P.C. will be responsible for completing the permit packages and Lower Township will be responsible for all application fees.

To complete the above referenced scope of work, our professional service fee is listed below:

- **Survey, Engineering and Permitting Phase Cost:** **$18,000.00**
  - Survey and Base Mapping
  - Permit Plans and Specifications
  - Pre-application conferences
  - Permit Applications

Total Professional Service Fee **$18,000.00**

Please note that this proposal does not include bid-ready construction documents. Should you require construction documents for a public bid, our office can provide an additional proposal for this work.

Should you have any questions or require additional information, please do not hesitate to contact me or Will Hanson at our office. We 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: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Finance (via email)

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

RESOLUTION #2024-161

Title: A RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF AN AGREEMENT WITH EB EMPLOYEE SOLUTIONS, LLC TO PROCURE AND PROVIDE HEALTH REIMBURSEMENT ACCOUNT SERVICES

WHEREAS, due to significant increases in costs associated with the current health insurance coverage/plan provided by the Township of Lower, the Township of Lower has a need to procure the services of a Health Care Insurance Plan/Provider to address its health insurance needs and the needs of its employees; and

WHEREAS, in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., specifically N.J.S.A. 40A:11-5(1)(m), a municipality is permitted to award a contract for insurance, which exceeds the applicable bid threshold, as an exception to the open public bidding requirements as an extraordinary unspecified service; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires that the governing body of a contracting unit publish a notice in its official newspaper setting forth the nature, duration, service, and amount of the contract where the contract itself is awarded as an Extraordinary Unspecifiable Service without competitive bidding; and

WHEREAS, the Township Chief Financial Officer (CFO) has certified that the funds are available for the Health Reimbursement Account as evidenced by her signature:

Appropriation: 4-01-23-220-416 Health Reimbursement Acct.

Signature: *Lauren Read*
Lauren Read, CFO

WHEREAS, pursuant to N.J.A.C. 5:34-2.3 and N.J.S.A. 40A:11-6.1(b), the Township Manager has executed a Certification that the services in question qualify as extraordinary unspecifiable services under the New Jersey Local Public Contracts Law and has filed same with the governing body evidencing the fact that the solicitation of competitive quotations is impracticable given the immediate need to procure and provide Health Reimbursement Services for the Township and its employees.

WHEREAS, it is the Township's intention to offer our employees the opportunity to enroll in the NJ Direct 20/35 + Difference Card with a fully funded Health Reimbursement Account (HRA) in the amount of $15,120 for each employee regardless of level of coverage (single, member/spouse, parent/child, family) to be effective July 1, 2024

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

1. EB Employee Solutions, LLC dba The Difference Card with a business address of 200 Business Park Drive, Suite 311, Armonk, NY 10504 is appointed to provide HRA Services for the period of July 1, 2024 through December 31, 2024.

2. The Mayor, Township Manager, and Township Clerk are hereby authorized to execute an Agreement, a copy of which is attached hereto, and any related/required documentation to effectuate the terms of said Agreement with EB Employee Solutions, LLC for the provision of healthcare coverage.

3. This Contract is awarded without competitive bidding as an Extraordinary Unspecifiable Service pursuant to the New Jersey Local Public Contracts Law, specifically N.J.S.A. 40A:11-5(1)(m).

4. The Township Clerk shall make arrangements to publish notice of the award of this contract in the official newspaper of the Township of Lower, setting forth the nature, duration, service, and amount of the contract, and which shall further provide that this Resolution and the attached Agreement are on file in the Township Clerk's Office of the Township of Lower for public inspection.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024

Julie A Picard, Township Clerk

CERTIFICATION DECLARATION FOR AN EXTRAORDINARY UNSPECIFIABLE SERVICE

TO:	Township Council of the Township of Lower
FROM:	Michael Laffey, Township Manager
SUBJECT:	Award of Contract to EB Employee Services, LLC
DATE:	May 3, 2024

The purpose of this Certification is to request your approval of a Resolution authorizing a contract to be executed as follows:

1. Firm: EB Employee Solutions, LLC.

2. Cost: _____.

3. Duration: Commencing July 1, 2024 through December 31, 2024.

4. Purpose: To offer our employees the opportunity to enroll in the NJ Direct 20/35 + Difference Card with a fully funded Health Reimbursement Account (HRA) in the amount of $15,120 for each employee regardless of level of coverage (single, member/spouse, parent/child, family) to be effective July 1, 2024.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. **Provide a clear description of the work to be done:**

   The Contract in question involves the provision of health insurance coverage for the Township and its employees.

2. **Describe in detail why the contract meets the provisions of the statute and rules:**

   The award of a contract for insurance purposes without competitive bidding as an Extraordinary Unspecifiable Service is permitted in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(m).

3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**

   The award of a contract for insurance purposes without competitive bidding as an Extraordinary Unspecifiable Service is permitted in accordance with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(m). Moreover, due to significant increases in

costs associated with the current health insurance coverage/plan provided by the Township of Lower, the Township of Lower has a need to procure the services of a Health Care Insurance Plan/Provider to address its health insurance needs and the needs of its employees in an expedited fashion.

4. **Describe the informal solicitation of quotations:**

   The Township, with the assistance of Marsh & McLennan Agency, the Township's current Insurance Broker/Consultant, the Township conducted the following:

   The following informal proposals were received:

   1) EB Employee Solutions Health Reimbursement Arrangement Difference Card: cost: _____

   2) Ameriflex Health Reimbursement Arrangement Account: cost: _____

   3) Marsh McLennan Benefit E-ssentials Administration Health Reimbursement Arrangement: cost: _____

   The lowest quotation received was EB Employee Solutions Health Reimbursement Arrangement Difference Card.

5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name Michael Laffey
Michael Laffey

Title Township Manager

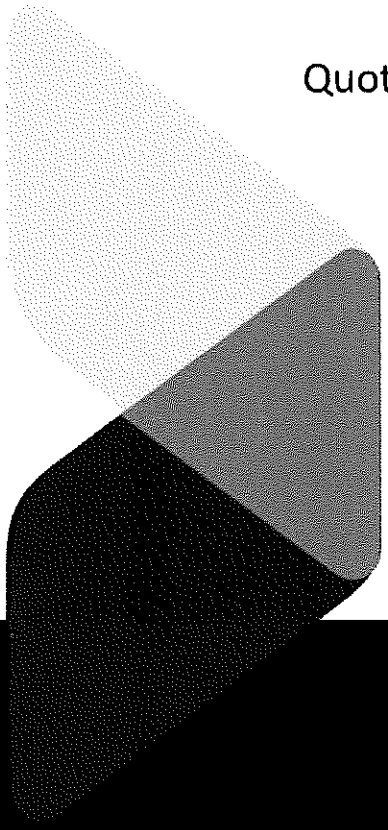
Lower Township New Jersey - 2024

In Partnership with
Marsh and
McLennan Agency

07/01/2024 - 06/30/2025

Quote: 20517

DIFFERENCE CARD PROPOSAL



BETTER BENEFITS.
BETTER PRICE.

DifferenceCard.com @DifferenceCard @the-difference-card

Lower Township New Jersey - 2024

07/01/2024 - 06/30/2025

CURRENT COSTS	$1,862,653	NET CHANGE
RENEWAL COSTS	$1,862,653	0.0%
REVISED FIXED COST (CARRIER + DIFFERENCE CARD)	$1,509,162	-19.0%
TOTAL COSTS (CARRIER + DIFFERENCE CARD + CLAIMS)	$1,576,741	-15.3%
NET SAVINGS	**$285,912**	

The Difference Card | Lower Township New Jersey - 2024 | 07/01/2024 - 06/30/2025 | NJ 15 Benefit Analysis

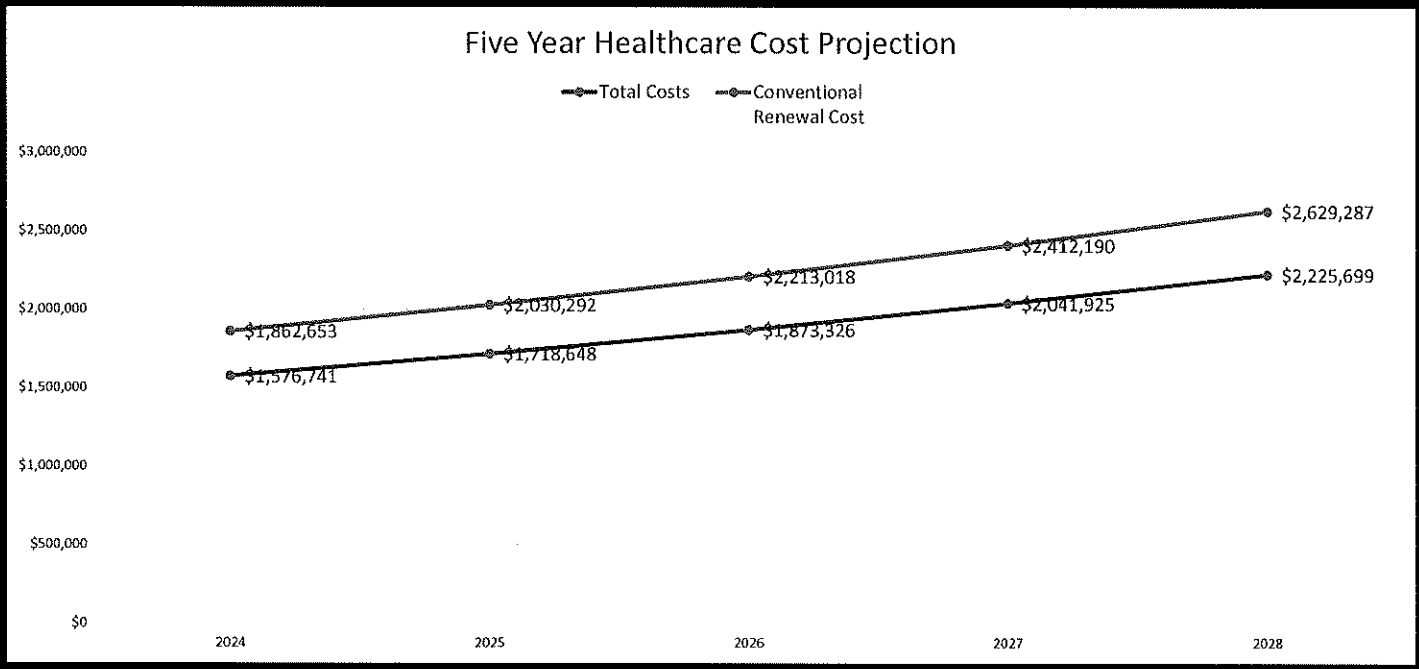
BENEFIT CATEGORY	CURRENT PLAN DESIGN	BASE PLAN DESIGN	DIFFERENCE CARD PLAN DESIGN
Carrier	Horizon BCBS of NJ	Horizon BCBS of NJ	Horizon BCBS of NJ
Plan Option	NJ 15	NJ Direct 2035	NJ Direct 2035 + HRA
Network	NJ Direct	NJ DIRECT	NJ DIRECT
Referrals	Non-Gated	Non-Gated	Non-Gated
IN NETWORK	IN NETWORK	IN NETWORK	
Primary Care	$15 Copay	$20 Copay	
Specialist Care	$15 Copay	$35 Copay	
Emergency Room	$100 Copay	$300 Copay	
Urgent Care	$15 Copay	$35 Copay	
Lab Work	$0 Copay	Ded & Coin	
X-Ray	$0 Copay	$0 Copay	
Major Diagnostic Imaging	$0 Copay	Ded & Coin	
Inpatient Surgery	$0 Copay	Ded & Coin	$15,120 HRA Funding Per Enrolled Employee
Outpatient Surgery	$0 Copay	Ded & Coin	
Inn Deductible	$0	$200	
Inn Coinsurance	10%	20%	
Inn Coins Max	$400	$2,000	
Maximum OOP	$7,560	$7,560	
OUT OF NETWORK	OUT OF NETWORK	OUT OF NETWORK	
OON Deductible	$100	$800	
OON Coinsurance	30%	40%	
OON Coins Max	$1,900	$6,500	
PRESCRIPTION	PRESCRIPTION	PRESCRIPTION	
Pharmacy Deductible	$0	$0	
Pharmacy Copay	$3/$10	$7/$21	

RATE TIER	OPTION	CURRENT RATES	RENEWAL RATES	BASE RATES
	NJ 15	NJ 15	NJ 15	NJ Direct 2035
Employee only	20	$1,243.16	$1,243.16	$983.41
Employee + Spouse	7	$2,486.32	$2,486.32	$1,966.82
Employee + Child(ren)	4	$2,225.26	$2,225.26	$1,760.31
Family	30	$3,468.42	$3,468.42	$2,743.72
ANNUAL COSTS	61	$1,862,653	$1,862,653	$1,473,465
RENEWAL			0.0%	-20.9%

Difference Card Service Premium (PEPM)	$45.35

The Difference Card

Lower Township New Jersey - 2024



Time Frame	Conventional Renewal Cost	Minimum Premium	Total Costs	Net Annual Savings
2024	$1,862,653	$1,509,162	$1,576,741	$285,912
2025	$2,030,292	$1,644,986	$1,718,648	$311,644
2026	$2,213,018	$1,793,035	$1,873,326	$339,692
2027	$2,412,190	$1,954,408	$2,041,925	$370,264
2028	$2,629,287	$2,130,305	$2,225,699	$403,588

PROJECTED FIVE YEAR SAVINGS

$1,711,100

Account Service Agreement

This Agreement is made as of 07-01-2024 between EB Employee Solutions, LLC, a Delaware limited liability company (the "Company") and Lower Township, a New Jersey Municipality (the "Customer").

1. The Company agrees to make available to the Customer the Company's Difference Card Program for use by the Customer in connection with a Medical Expense Reimbursement Plan, Health Reimbursement Arrangement, Health Savings Account, Flexible Spending Account, Transit Accounts or any other arrangement approved by the Company (each, a "Plan"). The Difference Card program is intended to enable the Customer to provide for payment of certain medical and other expenses as designated by the Customer ("Covered Expenses") and incurred by the Customer's employees and, if elected by the Customer, their dependents, by use of a debit card (the "Difference Card") issued, exclusively for that purpose, by Alegeus Technologies, an independent contractor with which the Company has contracted for this service.

2. The Customer shall designate the Covered Expenses it wishes the plan to cover, its account funding option and other plan options on a form or forms provided by the Company, which forms are incorporated herein by reference and made a part hereof. Plan participants are subject to the terms and conditions of the cardholder agreements distributed with the cards. The Company reserves the right to suspend or terminate the right of any plan participant to use the Difference Card if the plan participant breaches the cardholder agreement in any way.

3. Bank Account for Claim Reimbursement. With respect to any Plan for which benefit payments or reimbursements are to be made from a Company bank account, the Company will establish a checking account (the "Disbursements Account"), which account shall be used by the Company to draw and sign checks or other orders for payment of money withdrawing funds from said account in respect of the Plan. The signatories on such Disbursements Account will be determined by the Company, but upon the Customer's request, the Customer will be advised of the identity of all authorized signers. The Company will withdraw funds from the Disbursements Account only for the limited purpose of paying claims. The Company reserves the right to utilize the account for the benefit of Company customers other than Customer, but in no event will the Company use this account for any purpose other than the payment of reimbursement account claims by such customers, and in no event will the Company use the Customer's funds for reimbursement of amounts paid by the Company for any claims other than those of the Customer's Plan participants and dependents (if applicable), and in no event will the Company use the funds of any other customer for reimbursement of amounts paid by the Company for any person other than such customer's plan participants. The Company shall communicate to Customer the amount needed to pay reimbursements to the Company for expenses paid as of any given date. The Company will ACH debit from the Customer and the Customer agrees to deliver good funds to The Company for deposit into the Disbursements Account, so that all amounts paid by the Company will be reimbursed to the Company not later than the first banking day after payment. Customer understands and agrees that it will deposit funds into the Disbursements Account as necessary to comply with the terms and provisions of Customer's plan(s) and this Agreement.

4. The Company agrees to reconcile the Disbursements Account as of the end of each month and maintain a separate accounting for the Customer, providing access to such accounting to Customer upon request. Such accounting shall summarize the Customer's portion of the month end account balance calculated as follows: deposits to the Disbursements Account minus payments initiated by the Company minus deposits not cleared plus outstanding payments not cleared.

   The Customer promptly shall designate a bank account (the "Designated Account") to be used to reimburse the Company for participant reimbursements made from the Disbursements Account via debit card, ACH or check. The Company will ACH debit from the Designated Account the amount necessary to cover reimbursements; such debit shall occur on the same day as the expense is paid by the Company. The Customer shall keep the Designated Account funded sufficiently to timely pay all expenses paid by the Company on behalf of Plan

participants all activity. In no event will funds deposited by the Customer in the Designated Account constitute or include participant or employee contributions to the Plans as those terms have their general meaning under the Employee retirement Income Security Act of 1974 ("ERISA")

5. Payment of all amounts reimbursed to participants and charged to the Difference Cards pursuant to this agreement shall be the responsibility of the Customer. Customer understands and agrees that (a) it will provide a contact name and telephone number The Difference Card for ACH and payment related questions, (b) in the event the Company experiences an ACH failure when debiting from the Customer, account activity, including debit cards will be frozen and a charge of $25.00 shall be assessed to the Customer for each ACH returned due to insufficient funds, (d) Customer will provide The Company ten (10) days advance written notice of a change to the designated bank account or contact information, and (e) The Company reserves the right to terminate access to Customer's plan participants if claims payments are not made available in a timely manner.

6. The Company will provide the following administrative services to the Customer to support implementation of the program:

   a. The Company will provide eligibility services, adding and deleting eligible participants from the Difference Card computer system, based solely upon information received from the Customer. The Company will not be responsible in any way for evaluating the accuracy of the information provided by the Customer.

      While the Company will input information into the system, it is the responsibility of the Customer to review the information input into the system by the Company, and COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS ERRONEOUSLY PAID OR OTHER LOSSES CAUSED BY ERRORS OR OMISSIONS ON THE CUSTOMERS', UNLESS THE CUSTOMER HAS ADVISED THE COMPANY IN WRITING OF SUCH ERROR OR OMISSION AND THE COMPANY HAS FAILED TO CORRECT THE ERROR OR OMISSION WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE.

   b. The Company will maintain a Customer service telephone line for the Difference Card program, which shall be available during the Company's normal business hours.

   c. The Company shall make available periodic reports to the Customer providing information regarding claims paid through the Difference Card program.

      Customer understands and agrees that the Company is not a fiduciary with respect to any Plan or a plan administrator, plan sponsor or trustee with respect to any Plan and is not responsible in any way for processing or evaluating claims under the Difference Card Program. Customer also acknowledges that Company is not responsible for tracking employee insurance carrier out of pocket maximums. Customer's administrative services are limited to services expressly provided for above. The Company shall not be liable under any circumstances for lost profits, lost business or consequential, special, incidental, indirect, exemplary or punitive damages of any kind caused by its error omission or other failure to satisfactorily perform the required services or otherwise arising out of or in connection with this Agreement. In no event shall the Company's aggregate liability to Customer for any claims arising in connection with this Agreement, regardless of the form of action, exceed the total fees paid or payable to the Company under this Agreement during the twelve (12) months immediately preceding the cause of action.

7. The Customer understands that the Company is not affiliated with, and does not control, Alegeus Technologies, and Customer agrees that the Company shall not be liable in any way for acts or omissions of Alegeus Technologies or its settlement agent. In the event the Company believes that Alegeus Technologies or its settlement agent has acted improperly in any way with respect to transactions covered by this Agreement, the Company will exercise reasonable efforts to assist the Customer in obtaining corrective action from Alegeus

Technologies; provided however, that the Company will not be required to commence or contribute to funding of litigation. Customer shall promptly notify the Company if it believes that Alegeus Technologies or its settlement agent has made any error or otherwise acted improperly.

8. The Company does not provide advice regarding the tax consequences to the Customer or its employees of payments made by the Customer pursuant to the Difference Card program. The Customer should consult its own tax consultants regarding these matters. Customer acknowledges and agrees that the Company is not responsible in any way for the compliance by the Customer or its plans or arrangements with the Employee Retirement Income Security Act of 1974, the regulations thereunder or other applicable law.

9. The Customer agrees to pay the Company an administration fee outlined in Exhibit A. The fee is based upon the actual amount of plan employees during the calendar month. The Company shall issue an invoice for such fee within the first fifteen days of each month and such invoice shall be due and payable on or before the 10th day of the following month.

10. The Difference Card services are separate and distinct from the Customer's decision on broker representation.

11. The Company may use and/or disclose protected health information ("PHI"), as defined in the 45 CFR 164.501, received from the Customer ("PHI") solely for the administration purposes described in this Agreement or as required by law, and shall not use and/or disclose PHI for any other purpose. The Company will take reasonable precautions to protect the privacy of PHI and will promptly disclose to Customer any disclosure of PHI received from Customer known to it which is not authorized by this Agreement. The Company shall comply with any privacy requirements with respect to PHI imposed upon it by applicable law and regulations. The Company and Customer will execute a Business Associate Agreement on the effective date of this agreement and periodically as required by law.

12. The Initial Term of this Agreement shall be one (1) year, unless earlier terminated as provided below. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party gives notice at least thirty (30) days before the expiration date. The Company may terminate this Agreement at any time after giving thirty (30) days' notice of the intent to terminate. The Customer may terminate this Agreement at any time after giving thirty (30) days' notice of the intent to terminate.

13. The Customer agrees to pay all fees owed at termination and any fees unpaid after termination shall be subject to interest. If run-out services are elected, claim substantiation will not resume until all outstanding premiums and run-out fees are paid in full. This obligation shall survive any termination of this Agreement.

14. Notices under this Agreement shall be in writing and shall be given by personal delivery, or an overnight delivery service or by facsimile or e-mail to the addresses below or to such other persons or addresses as may be designated by subsequent notice:

If to Company:

EB Employee Solutions, LLC
PO BOX 322
Mount Kisco NY, 10549
Attn: Christopher Calderone
Fax: (914) 220-0901
Email: CCalderone@differencecard.com

If to Customer:

Lower Township
2600 Bayshore Road
Villas, NJ 08251
Attn:
Fax:
Email:

15. This Agreement may not be assigned or transferred by either party, except that the Company may assign or

transfer this Agreement in connection with a sale of substantially all the assets of the Company or the consummation of a merger where the Company is not the surviving entity. This Agreement shall be binding upon, and inure to the benefit of, all permitted successors and assigns of the parties.

16. This Agreement constitutes the entire understanding of the parties and supersedes all prior proposals, representations, communications, negotiations and agreements regarding its subject matter. This Agreement may not be modified or amended except by a writing duly executed by the parties.

17. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or based upon this Agreement must be instituted in the federal or state courts located in or servicing New Castle County, Delaware. Each party submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought. Either party may make service of process on the other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 14. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

EB Employee Solutions, LLC

By:_____

Date:_____

Name: Christopher Calderone

Title: Chief Revenue Officer

Lower Township

By:_____

Date:_____

Name: Michael Laffey

Title: Township Manager

C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into as of this 07-01-2024 ("Effective Date") between Lower Township and its affiliates (individually or collectively referred to as "Covered Entity") and EB Employee Solutions, LLC ("Business Associate") (each a "Party").

RECITALS

WHEREAS, Business Associate may from time to time provide services to Covered Entity pursuant to one or more agreements or arrangements (the "Engagement"); and

WHEREAS, such engagements may require Business Associate to have access to Protected Health Information and Electronic Protected Health Information; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed, collected or created by Business Associate in connection with the Engagement ("PHI") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended ("HIPAA"), and the applicable regulations promulgated thereunder, including, without limitation, the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164 (collectively, the "HIPAA Rules").

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions and Applicability**

    a. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in the HIPAA Rules, except that the terms "Protected Health Information" and "Electronic Protected Health Information" shall have the same meanings as set forth in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity in connection with the Engagement.

    b. Applicability to Engagements. This Agreement shall apply to the current and any future engagements of Business Associate for services by Covered Entity, where (1) Business Associate will need to have access to PHI and (2) Business Associate is serving as a "business associate" as such term is defined by the HIPAA Rules (such engagements are referred to herein individually and collectively as the "Engagement").

2. **Obligations of Business Associate**

    a. Permitted Uses and Disclosures. Business Associate may use and disclose PHI as necessary to perform the functions, activities and services contemplated by the Engagement. Business Associate may also use or disclose PHI as Required by Law. Business Associate agrees to not use or disclose PHI other than (i) as permitted or required by this Agreement; or (ii) as Required by Law. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may use or disclose PHI (i) for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, (provided that any disclosures for the purposes described in clause (i) of this sentence are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of

which it is aware in which the confidentiality of the information has been breached); or (ii) to provide Data Aggregation services related to the Health Care Operations of Covered Entity. Business Associate may also use PHI to create de-identified information in accordance with 45 CFR § 514(a) –(c). Any such de-identified information shall not be subject to this Agreement.

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement and to comply with applicable provisions of Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information.

c. Reporting of Security Incident, Improper Use or Disclosure and Breach. Business Associate agrees to report to Covered Entity any Security Incident and any use or disclosure of the PHI non-permitted by this Agreement, of which Business Associate becomes aware. Such report shall be made without unreasonable delay and no later than ten (10) business days after Business Associate's discovery of the Security Incident or non-permitted use or disclosure. Notwithstanding the foregoing, the Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic Protected Health Information. . In addition, Business Associate shall notify the Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of PHI that is Unsecured Protected Health Information. Such notification shall be made without unreasonable delay and no later than ten (10) business days after the Breach is discovered by Business Associate. To the extent possible, Business Associate shall also provide the applicable Covered Entity such information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the notification, or as promptly thereafter as such information becomes available.

d. Mitigation. Business Associate agrees to mitigate to the extent practicable harmful effects from any non-permitted use or disclosure of PHI by Business Associate.

e. Subcontractors. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.

f. Access. To the extent it holds information in a Designated Record Set, Business Associate agrees to make available and provide access to, at the request of the applicable Covered Entity, PHI in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R.. § 164.524. Business Associate shall forward any requests for access that Business Associate receives directly from an individual to the applicable Covered Entity to fulfill.

g. Amendment. To the extent it holds information in a Designated Record Set, Business Associate agrees to incorporate any amendment of PHI in a Designated Record Set, in accordance with 45 C.F.R. § 164.526 as directed by the applicable Covered Entity. Business Associate shall forward any requests for amendment that Business Associate receives directly from an individual to the applicable Covered Entity to fulfill.

h. Accounting. With respect to disclosures by Business Associate, Business Associate agrees to maintain and make available to Covered Entity the information required by 45 C.F.R. § 164.528 to

permit the applicable Covered Entity to respond to a written request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate shall forward any requests for accountings of disclosures that Business Associate receives directly from an individual to the applicable Covered Entity to fulfill.

i. Government Access. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining compliance with the HIPAA Rules.

j. Compliance. To the extent Business Associate is to carry out any of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of that obligation.

k. Minimum Necessary. Business Associate agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary requirements of the HIPAA Rules.

3. **Obligations of Covered Entity**

a. Inform Business Associate of Privacy Practices, Restrictions and Requests. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in issued pursuant to 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall obtain all consents, permissions or authorizations, if any, required for Covered Entity to disclose PHI to Business Associate and for Business Associate to use and disclose PHI as permitted herein.

b. Minimum Necessary. Covered Entity agrees to limit its disclosure of PHI to Business Associate to the minimum necessary to accomplish the intended purpose of such disclosure.

c. Permissible Requests by Covered Entity. Except as permitted by Section (2)(a) of this Agreement with regard to uses and disclosures of PHI by Business Associate for its own proper management and administration or legal responsibilities or for Data Aggregation services, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

4. **Term and Termination**

a. Term. The term of this Agreement shall be effective as of the Effective Date, and shall terminate upon the earlier to occur of: (i) receipt of written notice by Covered Entity terminating all Engagements; or (ii) the termination of this Agreement for cause pursuant to Section 4(b) below.

b. Termination for Cause. Either Party may terminate this Agreement due to a material breach of this Agreement by one Party upon giving the other Party thirty (30) days prior written notice, provided the breaching Party does not cure the breach prior to the effective date of termination.

c. Effect of Termination. Upon the termination of this Agreement for any reason, Business Associate shall return or destroy all PHI and require its Subcontractors to do the same. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is

infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as Business Associate maintains such PHI. The provisions of this Section 4(c) shall survive the termination or expiration of this Agreement.

5. **Amendment**

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and other applicable law.

6. **Interpretation; Arbitration**

This Agreement is intended to implement and comply with the HIPAA Rules. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. This Agreement shall be interpreted as if it was drafted jointly by Covered Entity and Business Associate and should not be construed for or against one particular Party. A reference in this Agreement to a section in the HIPAA Rules shall mean such section as in effect or amended from time to time. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof, or the subject matter thereof, shall be settled exclusively by binding arbitration, which shall be conducted in New York, New York in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement, but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

7. **Governing Law**

This Agreement shall be construed in accordance with the laws of the state of New York.

8. **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR LOSS OR DAMAGE OF LOST PROFITS OR REVENUES OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER AND/OR ANY AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL EXCEED THE TOTAL FEES PAID AND/OR PAYABLE UNDER THE ENGAGEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

9. **Notices**

All notices required or permitted under this Agreement shall be in writing, except as otherwise provided herein, and sent to the other Party as directed below or as otherwise directed by either Party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission or personal or courier delivery:

If to Business Associate:

EB Employee Solutions, LLC
PO Box 322
Mount Kisco, NY 10549
Attn: Christopher Calderone

If to Covered Entity:

Lower Township
2600 Bayshore Road
Villas, NJ 08251
Attn: Michael Laffey

10. **Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

11. **Severability**

The provisions of this Agreement shall be severable such that the invalidity of any provision shall not affect the validity of other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EB Employee Solutions, LLC (Business Associate)		Lower Township **(Covered Entity)**	
By:	_____	By:	Michael Laffey
Date:	_____	Date:	May 6, 2024
Name:	Christopher Calderone	Name:	Michael Laffey
Title:	Chief Revenue Officer	Title:	Township Manager

13957788.1

B

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

RESOLUTION #2024-162

Title: **A RESOLUTION ESTABLISHING AN EMERGENCY DUE TO MAJOR FLOODING FROM FRANCES AVENUE TO OHIO PUMP STATION IN REQUIRING IMMEDIATE INSTALLATION OF STORM SEWER DRAINAGE PIPING**

WHEREAS, an emergency occurred at Frances Avenue to Ohio Pump Station in Township of Lower on April 30, 2024, persistent flooding in the township poses a significant threat to public safety, damages properties, and causes severe deterioration of roadways and residents properties; and

WHEREAS, the Department of Public Works (DPW) is currently implementing bypass pumping operations 24 hours a day during rainstorms to mitigate flooding, placing an unsustainable burden on resources; immediate action is necessary to prevent further damage and ensure the safety and well-being of residents and their properties;

WHEREAS, in response to the urgency of the situation, two quotes have been obtained for the installation of Storm Sewer Drainage Piping from Frances Ave to the Ohio Pump Station, with attached documentation for review; and

WHEREAS, the Lower Township Council deems it necessary to make the emergency installation of Storm Sewer Drainage Piping and provide restoration of the roadway with measures to prevent further destruction of the roadway; and

NOW, THEREFORE, BE IT RESOLVED that effective immediately, the Township Council of the Township of Lower hereby establishes an emergency for in the Township of Lower and authorizes the Township Manager to take any necessary steps to resolve the situation.

	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 May 6, 2024

Julie A Picard, Township Clerk

BID FORM

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

Contract Completion Time: TBD

Frances Avenue Storm Sewer Replacement

Item	Quantity	Units	Description	Unit Price	Amount
1	LUMP SUM	LUMP SUM	TRAFFIC CONTROL	$ 5,700	$ 5,700.00
2	LUMP SUM	LUMP SUM	CLEARING SITE	$ 84,000	$ 84,000.00
3	3	UNIT	CONNECT TO EXISTING STRUCTURES	$ 1,725	$ 5,175.00
4	1	UNIT	CUT IN 24" M.J. PLUG VALVE	$ 41,800	$ 41,800.00
5	5	UNIT	5' X 5' SQUARE MANHOLE - 10' TO 12' DEPTH	$ 11,800	$ 59,000.00
6	1,249	L.F.	30" HIGH DENSITY POLYETHYLENE CULVERT PIPE	$ 177.00	$ 221,073.00
7	20	L.F.	24" DUCTILE IRON PIPE	$ 379.00	$ 7,580.00
8	30	L.F.	24" HIGH DENSITY POLYETHYLENE CULVERT PIPE	$ 146.00	$ 4,380.00
9	LUMP SUM	LUMP SUM	DEWATERING	$ 28,710	$ 28,710.00
10	1,550	S.Y.	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	$ 14.00	$ 21,700.00
11	1,550	S.Y.	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4" THICK	$ 35.00	$ 54,250.00
12	2,200	S.Y.	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 1.5" THICK	$ 15.00	$ 33,000.00
13	2,200	S.Y.	HMA MILLING, 1.5" DEPTH	$ 7.00	$ 15,400.00
14	6	UNIT	TEST PIT	$ 172.00	$ 1,032.00
Total Amount Bid Based on Estimated Quantities 1 to 14, Inclusive:				$	$ 582,800.00

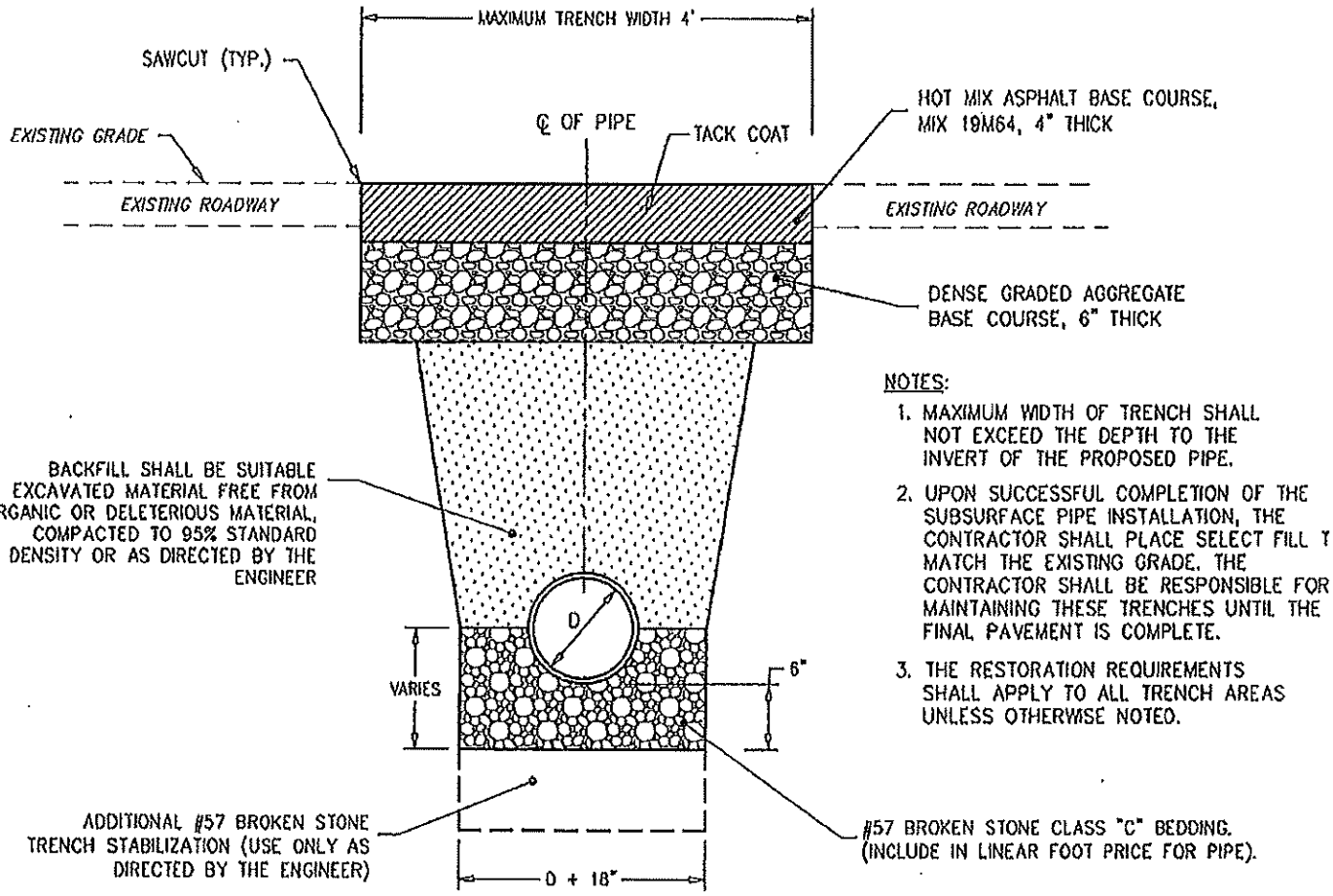
Total Amount Bid Based on Estimated Quantities 1 to 14, Inclusive (Written):

Five Hundred Eighty Two Thousand Eight Hundred DOLLARS

Fred M Schiavone Construction, Inc.
BIDDER

BIDDER'S SIGNATURE

April 26 2024
DATE



NOTES:

1. MAXIMUM WIDTH OF TRENCH SHALL NOT EXCEED THE DEPTH TO THE INVERT OF THE PROPOSED PIPE.
2. UPON SUCCESSFUL COMPLETION OF THE SUBSURFACE PIPE INSTALLATION, THE CONTRACTOR SHALL PLACE SELECT FILL T MATCH THE EXISTING GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE TRENCHES UNTIL THE FINAL PAVEMENT IS COMPLETE.
3. THE RESTORATION REQUIREMENTS SHALL APPLY TO ALL TRENCH AREAS UNLESS OTHERWISE NOTED.

TYPICAL TRENCH RESTORATION DETAIL FOR STORM PIPE - ROADWAY

N.T.S.

PERNA FINNIGAN INC.

Respond To: 1921 E. Sherman Ave.
Vineland, NJ 08361
Voice: (856) 691-6158
Fax: (856) 691-0310

Proposal to: Mart DeBlasio
DeBlasio & Associates
4710 New Jersey Ave
Wildwood
Phone/email: marc@deblasioassoc.com

Prepared By: Bob Perna Jr

Project: Ohio Ave Emergency Storm
Location: Lower Township

Description: Francis Ave Extension

Prepared on: 1/30/2024
Revised on: 4/15/2024

We hereby submit the following proposal:

Total Base Amount: **$819,412.64**
Total Alternate Items **$28,377.00**

Item#	Item Description	Contract Quantity	Unit	Unit Price	Total Cost
1A	Clearing site including traffic, disposals, trench milling, Bond, etc.	1	LS	$34,890.00	$34,890.00
1	Connect to existing structures	3	UN	$2,750.00	$8,250.00
2	24" MJ Plug Valve	1	UN	$34,890.00	$34,890.00
3	Stormwater MH 5'x5' - 10' - 12' depth	5	UN	$25,775.00	$128,875.00
4	30" ADS Storm Pipe	1249	LF	$338.40	$422,661.60
5	30" DIP Storm Pipe	312	LF	$0.00	$0.00
6	24" DIP Storm	20	LF	$541.78	$10,835.60
7	24" ADS	30	LF	$257.00	$7,710.00
8	Dewatering	1	LS	$77,767.00	$77,767.00
9	DGA Base Course 6" Thick	1550	SY	$14.00	$21,700.00
11	Hot Mix Asphalt Base Course 4" thick	1550	SY	$39.00	$60,450.00
12	Mil & Pave Surface course +/- 1.5"	2200	SY	$25.50	$56,100.00
14	Test Pit	6	UN	$500.00	$3,000.00
	Credits from Ohio Ave Pump Station				
14	HMA Surface Course	70	EA	($227.00)	($15,890.00)
15	Milling	426	EA	($13.00)	($5,538.00)
19	Stream Bed restoration	1	EA	($6,288.66)	($6,288.66)
20	Allowance for Unforeseen work	1	EA	($20,000.00)	($20,000.00)
	Alt Items				
S1	4' diam Manhole for 30" w/connections for side lines	1		$8,377.00	$8,377.00
S2	Allowance for Unforeseen work	1		$20,000.00	$20,000.00

Notes: All work is to be paid at the unit cost proposed for quantities approved by the Engineer.
PFI Will provide basic traffic control of cones barrels and detour signs

Exclusions: This proposal does not include select/flowable fill
This proposal does not include police traffic control, flagmen, arrow/message boards etc.
This proposal does not include permit fees or permit inspection fees.

Terms: Payment will be made to Perna Finnigan Incorporated within ten calendar days of issuance of payment by the Owner for items invoiced.

We propose to furnish material, equipment and labor to complete, in accordance with the above listed notes, exclusions and terms, all work itemized for the sum of:

Total Base Amount: **$819,412.54**
Total Alternate Items **$28,377.00**

All work to be performed in accordance with project plans identified as follows provided to Perna Finnigan Incorporated by your office:
Prepared by: DeBlasio & Associates
Entitled: Francis Ave Storm Sewer Replacement
Township of Lower
Cape may County, New Jersey
Dated: 2024

This proposal may be withdrawn by us if not accepted within 30 days.

Authorized By: _____ **Date:** 4/15/24

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. Perna Finnigan Incorporated is authorized to do the work as specified. Payment will be made as outlined in the terms listed above.

Accepted By: _____

Signature: _____

Date of Acceptance: _____

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

RESOLUTION #2024-163

Title: **AWARD OF EMERGENCY CONTRACT TO FRED M SCHIAVONE CONSTRUCTION INC. FOR IMMEDIATE INSTALLATION OF STORM SEWER PIPING AT FRANCES AVENUE TO OHIO PUMP STATION**

WHEREAS, on May 6, 2024 Lower Township Council by Resolution #2024-162 established an emergency due to a major flooding and the need for the immediate installation of Storm Sewer Outfall Piping at Frances Avenue to Ohio Pump Station; 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 Public Works Superintendent has reviewed two (2) proposals for the urgently needed repairs. Among them, Fred M. Schiavone has submitted the most competitive bid, offering to undertake the repairs at a cost of $582,800.00; and

WHEREAS, Fred M Schiavone provided a proposal for the installation of Storm Sewer Drainage Piping from Frances Ave to the Ohio Pump Station, with attached documentation for review; and

WHEREAS the CFO has certified the availability of funds for this emergency will be $582,800.00 as evidenced by her signature below:

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

Signature: Lauren Read
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby authorizes Fred M Schiavone Inc. for a total of $582,800.00 in coordination with the Public Works Superintendent and DeBlasio and Associates that the following contract is hereby awarded:

AWARD: **FRED M SCHIAVONE INC.**
TOTAL: **$582,800.00**

	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 May 6, 2024.

Julie A Picard, Township Clerk

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

RESOLUTION #2024-164

Title: **APPROVAL OF CHANGE ORDER #1 FOR DeBLASIO & ASSOCIATES FOR THE EMERGENCY REPAIRS TO FRANCES AVENUE STORM SEWER IMPROVEMENTS CONSTRUCTION PHASE (LT-C-045)**

WHEREAS, DeBlasio and Associates was awarded a professional Service Contract by Resolution #2023-340 on October 16, 2023, for the Evaluation Survey & Engineering Services for the Frances Avenue Storm Sewer Evaluation Project (LT-C-045) for $31,000.00; and

WHEREAS, DeBlasio and Associates have provided a proposal for the Construction Phase due to the Emergency Repairs needed for Frances Avenue to Ohio Pump Station including; Contract Administration, Shop Drawings, Full Time Construction Observation (based on a 60 Day Construction Contract) and As-Built Survey for a cost of $38,000.00; and

WHEREAS, the Township Council desires to approve the Change Order #1 and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation #Ord #23-03 C-04-55-436-910

CFO Signature Lauren Read

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Change Order #1 for DeBlasio and Associates is hereby approved to increase the contract total to $69,000.00.

	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 May 6, 2024.

Julie A. Picard, Township Clerk

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

May 1, 2024 **VIA EMAIL**

Gary Douglass, Superintendent
Township of Lower Public Works Department
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
Frances Avenue Storm Sewer Improvements – *Construction Phase Services*
D&A File #: LT-C-045

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional services for the **Frances Avenue Storm Sewer Improvements - *Construction Phase Services*** which shall consist of construction observation in the project area shown on the attached project location map.

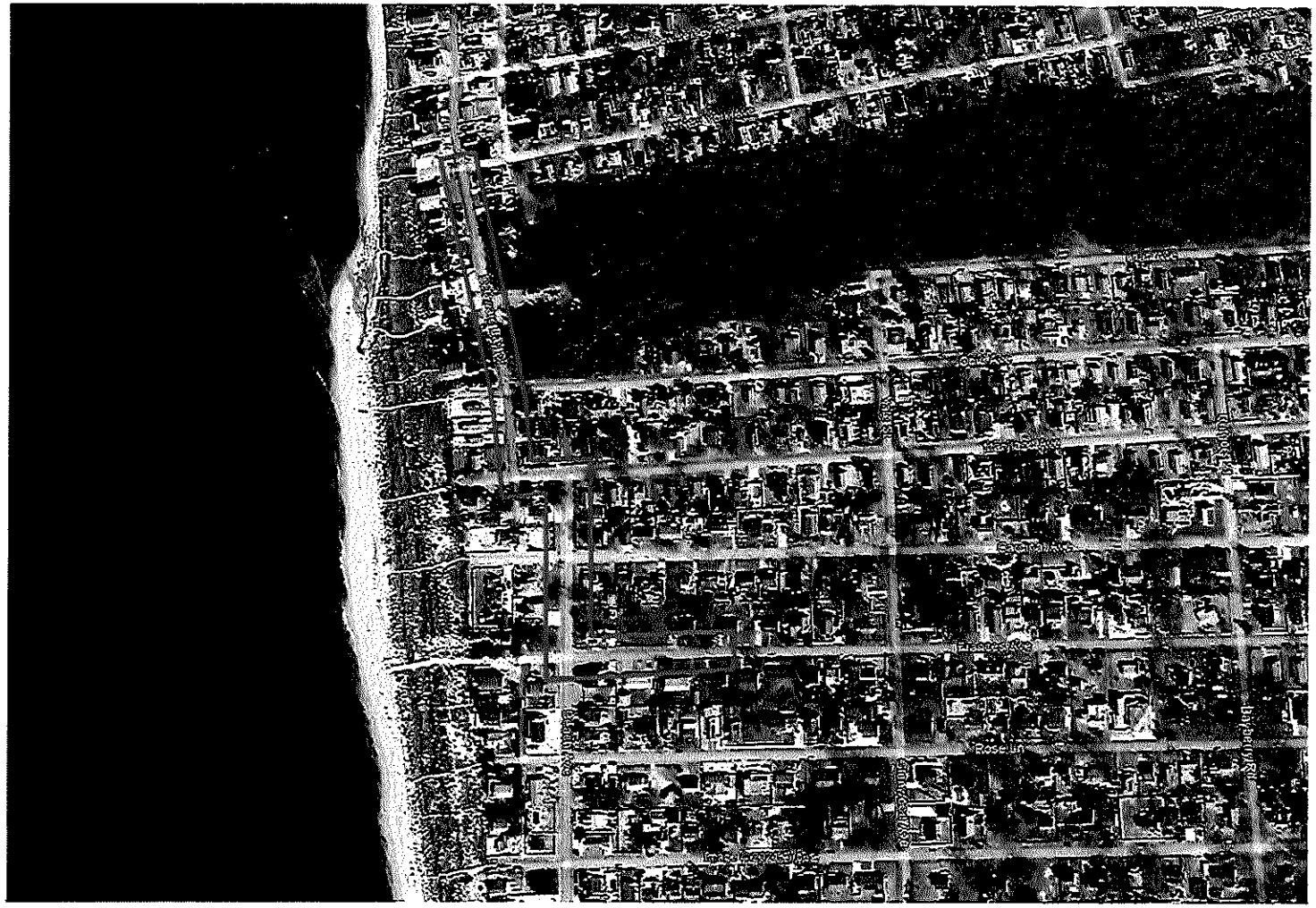
Construction Phase Cost:	$38,000.00
• Contract Administration	
• Shop Drawing and Submittal Review	
• Full Time Construction Observation Based on a 60 Day Construction Contract	
• As-Built Survey	
Total Professional Service Fee	**$38,000.00**

Upon your authorization, we are prepared to begin work immediately on the Township's **Frances Avenue Storm Sewer Improvements - *Construction Phase Services.*** Should you have any questions or require any additional information, please do not hesitate to contact Will Hanson 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: Frank Sippel, Mayor (via email)
Michael Laffey, Manager (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Finance (via email)



PROJECT LOCATION MAP

FRANCES AVENUE STORM SEWER IMPROVEMENT PROJECT

Township of Lower, Cape May County, New Jersey

Date: 05/01/2024

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

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

RESOLUTION #2024-165

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES FOR RESURFACING OF CORSON LANE - WOOLSON ROAD TO SOUTHERN END OF CORSON LANE (LT-C-050)**

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 provided a proposal for engineering survey, mapping, Design Plans and Specifications and Public Bidding Procurement services for the Resurfacing of Corson Lane - Woolson Road to Southern End of Corson Lane for a cost of $18,000.00; and

WHEREAS, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: Ord #23-03 C-04-55-436-910

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

1. The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of $18,000.00 is hereby approved:

   Survey and Base Mapping
   Design Plans and Specifications
   Public Bidding Procurement **TOTAL** **$18,000.00**

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

	MOTION	SECOND	AYE	NAY	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 May 6, 2024.

Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

May 2, 2024 **VIA EMAIL**

Gary Douglass, Superintendent
Township of Lower Public Works Department
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
Resurfacing of Corson Lane – Woolson Road to Southern End of Corson Lane -
Survey and Engineering Phase
D&A File #: LT-C-050

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering and survey services for the **Resurfacing of Corson Lane – Woolson Road to Southern End of Corson Lane.**

The proposed work includes milling and paving the roadway. Based on our analysis, the engineer's estimate of construction cost is $200,000.00.

- **Engineering & Survey Phase Cost:** $18,000.00
  - Survey and Base Mapping
  - Design Plans and Specifications
  - Public Bidding Procurement

Total Professional Service Fee **$18,000.00**

Enclosed please find one (1) copy of the project location map for your reference. Please note that this proposal does not include any construction phase services. Our office can provide a proposal for these services upon request.

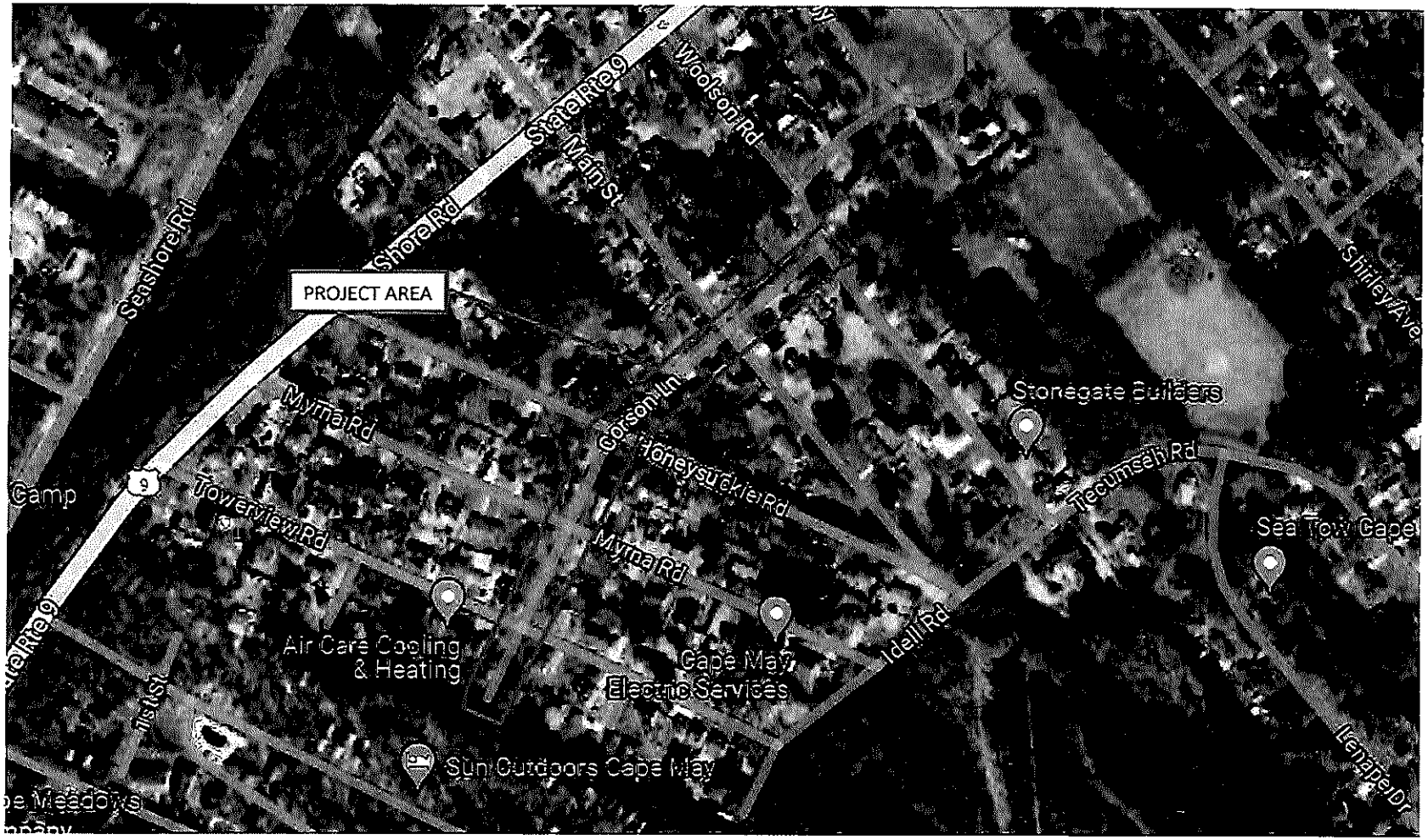
Upon your authorization, we are prepared to begin work immediately on the Township's **Resurfacing of Corson Lane – Woolson Road to Southern End of Corson Lane.**

Should you have any questions or require any additional information, please do not hesitate to contact me or Will Hanson 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: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Finance (via email)



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W E
S

PROJECT LOCATION MAP

RESURFACING OF CORSON LANE PROJECT

Township of Lower, Cape May County, New Jersey

Date: 05/01/2024

DeBlasio & Associates
CONSULTING ENGINEERS AND PLANNERS

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

RESOLUTION #2024-166

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
501	9.18	Matthew Copeland 3 Earl Drive	S/C Pay Back – deduction already removed	$ 250.00

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

Julie A Picard, Township Clerk

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

RESOLUTION #2024-167

Title: APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES FOR THE SURVEY PHASE FOR HOLMES AVENUE, GORHAM AVENUE & SCOTT AVENUE STORM SEWER AND ROADWAY IMPROVEMENT PROJECT (LT-C-052)

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 provided a proposal for the Survey Phase to replace the Storm Sewer from Holmes Avenue, Gorham Avenue & Scott Avenue Storm Sewer and Roadway Improvement Project for a cost of $20,000.00; and

WHEREAS, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation: Ord #23-03 C-04-55-436-910

Signature: _____
Lauren Read, CFO

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

1. The Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of $20,000.00 is hereby approved:

Survey and Base Mapping **TOTAL** **$20,000.00**

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

_____
Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE: 609-854-3311 • FAX: 609-854-4323

May 2, 2024 **VIA EMAIL**

Gary Douglass, Superintendent
Township of Lower Public Works Department
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
Holmes Avenue, Gorham Avenue & Scott Avenue Storm Sewer and Roadway Improvement Project - *Survey Phase*
D&A File #: LT-C-052

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering and survey services for the **Holmes Avenue, Gorham Avenue, & Scott Avenue Storm Sewer and Roadway Improvement Project-*Survey Phase*.**

The proposed work includes replacing the storm sewer from Holmes Avenue to the Hughes Avenue and Scott Avenue intersection, resurfacing the roadway and the installation of concrete curb and sidewalk in various areas. Based on our analysis, the engineer's estimate of construction cost is $1,000,000.00.

➢ **Survey Phase Cost:**	$20,000.00
• Survey and Base Mapping	
Total Professional Service Fee	**$20,000.00**

Enclosed please find one (1) copy of the project location map for your reference. Please note that this proposal does not include any engineering phase or construction phase services. Our office can provide a proposal for these services upon request.

Upon your authorization, we are prepared to begin work immediately on the Township's **Holmes Avenue, Gorham Avenue, & Scott Avenue Storm Sewer and Roadway Improvement Project-*Survey Phase*.**

Should you have any questions or require any additional information, please do not hesitate to contact me or Will Hanson 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: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Margaret Vitelli, QPA (via email)
Julie Picard, Clerk (via email)
Finance (via email)

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W E

S

PROJECT LOCATION MAP

HOLMES AVENUE, GORHAM AVENUE, & SCOTT AVENUE STORM SEWER

AND ROADWAY IMPROVEMENT PROJECT

Township of Lower, Cape May County, New Jersey

Date: 05/01/2024

DeBlasio & Associates

CONSULTING ENGINEERS AND PLANNERS

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

RESOLUTION #2024-168

Title: APPROVAL OF AN ALCOHOLIC BEVERAGE CONTROL PLENARY RETAIL CONSUMPTION LICENSE PLACE-TO-PLACE TRANSFER - LICENSE #0505-33-015-010 , FROM AN INACTIVE LICENSE TO 926 OCEAN DRIVE, LOWER TOWNSHIP, NEW JERSEY

WHEREAS, an application has been filed for a place-to-place (inactive License) transfer of Plenary Retail Consumption License 0505-33-015-010 issued to HC Farm, LLC Inc for the premises heretofore located at 926 Ocean Drive, T/A The Mad Viking, Lower Township NJ; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Lower Township Council does hereby approve, effective Tuesday, May 7, 2024, the Place-to-Place transfer of the aforesaid Plenary Retail Consumption licensed premises, from an inactive license to its new location at 926 Ocean Drive, Lower Township, New Jersey and does hereby direct the Township Clerk to endorse the License Certificate to as follows: "This License, subject to all of its terms and conditions, is hereby transferred to premises located at 926 Ocean Drive, Lower Township, New Jersey."

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
COOMBS			X				
ROY		X	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 May 6, 2024.

Julie A Picard, Township Clerk

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

RESOLUTION #2024-169

Title: **APPOINTMENT OF TOWNSHIP TAX APPEAL ATTORNEY FOR THE YEAR 2024 AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has a need to acquire a Tax Appeal Attorney due to the untimely and unexpected passing of the Township's current tax appeal attorney; and

WHEREAS, the Township of Lower desires to authorize this appointment using a non-fair and open contract, pursuant to the provisions of 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, Paul J. Baldini, Esquire has provided a proposal to serve as Tax Appeal Attorney for the Township of Lower at a rate of $150.00 per hour not to exceed $10,000; and

WHEREAS, the Township Council desires to approve the proposal and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation #: 4-01-210-155-289 – Tax Appeals

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 a contract without public bidding be awarded to Paul J Baldini, Esquire for Lower Township Tax Appeals at a fee of $150.00 per hour with a not to exceed amount of $10,000.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 6, 2024.

Julie A Picard, Township Clerk

LAW OFFICES
PAUL J. BALDINI, P.A.
A PROFESSIONAL CORPORATION

PAUL J. BALDINI, ESQUIRE
E-Mail – paul@paulbaldinilaw.com

4413 New Jersey Avenue
Wildwood, NJ 08260
(609) 729-2600
(609) 729-8627 – Fax

May 3, 2024

File No.: 3200

Via email only
Julie A Picard, RMC
Lower Township Clerk
2600 Bayshore Road
Villas, NJ 08251

Re: Lower Township Proposal for Tax Appeals Attorney

Dear Ms. Picard:

Please accept this letter as a proposal for the completion of work on the pending above captioned matter for the Township of Lower ("Township").

I propose to provide services to the Township for Tax Appeal Attorney and related matters for the Township to be paid by voucher monthly. All work shall be billed at the hourly rate of **one hundred fifty dollars ($150.00) per hour**. My firm may pay upfront any costs that may arise while representing the Township and would submit for reimbursement of said costs.

I am prepared to represent the interest of the Township in this matter and am in good standing with my professional license. All employees of my firm are in good standing with their respective professional licenses.

All services shall be performed from my office conveniently located proximate to the Township in Wildwood, New Jersey.

I have extensive litigation experience with my firm principally being a litigation firm that represents municipal governments.

In closing I look forward to the opportunity to continue to serve the residents of Lower Township. I thank you for considering me for appointment to the position of Tax Appeals Attorney with regard to the above captioned matter.

Sincerely,

/s/Paul J. Baldini
Paul J. Baldini, Esquire

PJB/hkb

PROFESSIONAL SERVICES AGREEMENT
TOWNSHIP OF LOWER

and

PAUL J. BALDINI, P.A.

This contract is dated this _____ day of _____, 20__, by and between the **Township of Lower,** County of Cape May, State of New Jersey (hereafter referred to as "Client") located at 2600 Bayshore Road, Villas, New Jersey, 08251; and

Paul J. Baldini, P.A. with **Paul J. Baldini** as the designated attorney (hereafter referred to as "Professional") of 4413 New Jersey Avenue, New Jersey 08260.

WHEREAS, Paul J. Baldini, is an Attorney licensed to practice in the State of New Jersey; and

WHEREAS, the firm of Paul J. Baldini, P.A. has been duly appointed by the Township Committee as Tax Appeals Counsel and other related matters for the Township of Lower for the term beginning January 1, 2024 through December 31, 2024, or until a successor is duly appointed or the scope of the engagement has been completed; and

WHEREAS, it is necessary and appropriate that agreements and understandings between the parties be reduced to written form:

IT IS MUTUALLY AGREED between the parties to this contract:

I. Appointment. The law firm of Paul J. Baldini, P.A., with Paul J. Baldini as the designated responsible attorney, is hereby retained to provide legal services as Tax Appeals Counsel and other related matters for the Township of Lower.

II. Term. The term of this Agreement shall be effective January 1, 2024 through December 31, 2024, or until a successor is duly appointed, the scope of the engagement has been completed or the Township determines to terminate this Agreement.

III. Service. During the term of this Agreement, Paul J. Baldini, Esquire and the firm of Paul J. Baldini, P.A. agree to provide legal advice to the Township of Lower and to perform such legal services as may be assigned by the Township of Lower. In rendering of such services, the Professional is an independent contractor and shall not be deemed an employee.

IV. Compensation.

A. During the term of this Agreement, the firm of Paul J. Baldini, P.A. shall be compensated on the following basis:

1. All services ordinarily and customarily performed by the attorney in the position as appointed shall be billed on an hourly basis when possible. In establishing the hourly rate, the attorneys have taken into account their experience in the field, nature of services, and the responsibility assumed. The rate shall be **$150.00 per hour** for services rendered.

B. The fees specified herein do not include expenses. All such items shall be subject to reimbursement at actual cost. Mileage shall be charged at the rate approved annually by the Internal Revenue Service.

C. The maximum dollar amount for this contract shall be ten thousand dollars ($10,000.00).

V. Equal Opportunity.

A. In consideration of the execution of this Agreement, the Professionals shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Professionals shall comply with the *New Jersey Law Against Discrimination, N.J.S.A.* 10:5-1 *et seq.* and all other applicable Federal and New Jersey statutes of a similar nature.

B. The attention of the Professionals is particularly drawn to the affirmative action provisions of the *New Jersey Law Against Discrimination* as set forth in *N.J.S.A.* 10:5-31

and the applicable regulations thereunder. The Professional shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

VI. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey. In accordance with the requirements of *P.L.* 1975, C. 127, and of *N.J.A.C.* 17:27, during the performance of this contract the Professionals agree as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C.* 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to *N.J.A.C.* 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office [in the New Jersey Department of the Treasury] as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the *New Jersey Administrative Code (N.J.A.C.* 17:27).

VII. Political Contribution Disclosure. This Contract has been awarded to Professional based on his merits and abilities to provide the goods and services as described herein. This Contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:A-20.5. As such, the undersigned does hereby attest that he will not make a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:4A-8 or 19:44A-16 during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate or candidate committee of any person serving in an elective public office of that municipality when the contract is awarded or who will seek such office in the municipality during the term of this contract. The Business Entity Disclosure Certificate required pursuant to N.J.S.A. 19:44A-20.8 has been provided to the Client.

VIII. New Jersey Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IX. Modification. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by both parties.

X. No Waiver. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision, or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision, or condition of this Agreement by either party.

XI. Captions. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

XII. Entire Agreement. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

XIII. Amendments. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation, ten thousand dollars ($10,000.00), as set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on this _____ day of _____, 20___, for the purposes and the term specified herein.

Township of Lower	**Paul J. Baldini, P.A.**
	/s/Paul J. Baldini
_____	_____
Michael Laffey, Township Manager	**Paul J. Baldini**

09/13/01

PAUL J. BALDINI, P.A.
8405 EAST LANDIS AVE
SEA ISLE CITY NJ 08243

(Taxpayer Identification# 222-988-498/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of tax registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
PAUL J. BALDINI, P.A.

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-988-498/000

CONTRACTOR CERTIFICATION#
0077666

ADDRESS
8405 EAST LANDIS AVE
SEA ISLE CITY NJ 08243

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
07/25/89

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08 01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

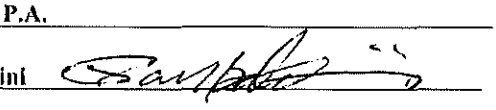
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Firm Name: **Paul J. Baldini, P.A.**

Name of Agent: **Paul J. Baldini** 

Title: **President**

Date: May 3, 2024

EEO/Affirmative Action Affidavit
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Goods, Professional Service and General Service Contracts

All businesses are required to submit evidence of appropriate affirmative action compliance to the City of Sea Isle City and the Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will examine the City's files to determine whether the affirmative action evidence has been submitted by the business. Specifically, each business shall submit to the City one of the following documents:

1. Letter of Federal Approval indicating that the business is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the business to the City and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program? ☐ **Yes** ☒ **No**
If YES, please submit a photo static copy of such approval.

2. A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-1.1 et seq. The business must provide a copy of its Certificate to the City as evidence of compliance with the regulations. The Certificate represents the review and approval of the business' Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? ☒ **Yes** ☐ **No**
If YES, please submit a photo static copy of such approval. Note that a sample Certificate of Employee Information Report is included in this packet.

3. The business shall complete an Initial Employee Report (Form AA-302) and submit it to the Division along with the $150.00 fee and forward a copy of the Form to the City. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

If you have answered "No" to both questions above, then please (a) visit www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302.pdf for a copy of Form AA-302, (b) visit www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf for instructions on completing Form AA-302, and (c) visit www.nj.gov/treasury/contract_compliance/documents/pdf/forms/FAQs.online.10.16.17.pdf for answers to Frequently Asked Questions about Form AA-302.

The undersigned certifies that (s)he is aware of the obligation to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

Business: **Paul J. Baldini, P.A.** Signature:

Title: **President** Date: 05/03/2024 Print Name: **Paul J. Baldini**

Certification 10387

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2020 to 15-MAR-2027

PAUL J. BALDINI, P.A.
4413 NEW JERSEY AVE.
WILDWOOD NJ 08260

ELIZABETH MAHER MUOIO
State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I – Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Frank Sipple	
David Perry	Any present or future candidate committee or
Rolland Roy	joint candidate committee or local political party
Thomas Conrad	committee formed for the election of members of
Kevin Coombs	the Lower Township governing body.

Part II – Ownership Disclosure Certification

__X__ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

____Partnership ____Corporation ____Sole Proprietorship ____Subchapter
__X__ S Corporation____Limited Partnership ____Limited Liability Corporation ____Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Paul J. Baldini	**32 61st Street, Sea Isle City, New Jersey 08243**

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: PAUL J. BALDINI, P.A.
Signed: _____ Title: PRESIDENT
Print Name: PAUL J. BALDINI Date: May 3, 2024

Subscribed and sworn before me this 3rd day of May 3rd, 2024.
My Commission expires: _____

OFFICIAL SEAL
HEATHER K. BALDINI
NOTARY PUBLIC - NEW JERSEY
Comm. # 2405576
My Comm. Expires 03/14/2026

_____ (Affiant)
Paul J. Baldini, President
(Print name & title of affiant) (Corporate Seal)

LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

Date	Name of Organization	Amount
	SEE ATTACHED EXHIBIT "A"	

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Sworn and Subscribed to before me
this 3rd day of May, 2024

Heather K. Baldini
Notary Public

OFFICIAL SEAL
HEATHER K. BALDINI
NOTARY PUBLIC - NEW JERSEY
Comm. # 2405575
My Comm. Expires 03/14/2026

ATTACHMENT "A"

LIST OF CONTRIBUTIONS

2023-2024

CONTRIBUTION TO	JURISDICTION	DATE	AMOUNT
CMCRRO	County of Cape May	05/18/2023	$ 2,500.00
CMCRRO	County of Cape May	10/19/2023	$ 2,500.00