

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
SEPTEMBER 21, 2026 – 5:00 p.m.

Opening Announcement
Pledge of Allegiance & Moment of Silence
Roll Call & Determination of Quorum

Work Session

Consent Agenda

Approval of Minutes – September 9, 2026

- Res. #2026-308 Authorization for the Payment of Vouchers \$600,743.00
- Res. #2026-309 Reappointment to the Zoning Board of Adjustment (J. Baker)
- Res. #2026-310 A Resolution Authorizing Advertisement of a Notice to Bidders for Fertilizing / Slice Seeding Services for Various Locations in the Township of Lower for the Years 2027 and 2028 with an Option for 2029
- Res. #2026-311 A Resolution Authorizing Advertisement of a Notice to Bidders for Landscaping Services for Various Locations in the Township of Lower for the Years 2027 and 2028 with an Option for 2029
- Res. #2026-312 A Resolution Authorizing Advertisement of a Notice to Bidders for Management Information System (MIS) Consultant Services for Various Locations in the Township of Lower and Lower Township Police Department for the Years 2027 and 2028 with an Option for 2029
- Res. #2026-313 A Resolution Approving a Professional Service Contract with DeBlasio & Associates for Construction Phase Services for the Beach Drive to Arctic Avenue Project (LT-C-074)
- Res. #2026-314 Approval of Change Order #2 to South State Inc. for Resurfacing of Bayberry Rd from Cardinal Avenue to Maryland Avenue on the Cardinal Avenue Resurfacing Project- Beach Avenue to Main Street (LT-C-062)
- Res. #2026-315 Authorization for the Payout of Accumulated Compensatory Time (W. Omrod)
- Res. #2026-316 Authorization for the Payout of Accumulated Compensatory Time (M. Reilly)
- Res. #2026-317 A Resolution Recognizing October 6, 2026 As Knock Out Opioid Abuse Day in the Township of Lower
- Ord. #2026-17 Salary and Benefit Ordinance for the Township of Lower. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for October 5, 2026.

Regular Agenda

- Ord. #2026-16 An Ordinance Authorizing the Township of Lower to Execute a Lease Agreement with the United States of America, Acting by and through the Department of the Army, in connection with David Douglass Sr. Memorial Park. This is the second reading and Public Hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Engineer Report

Administrative Reports

Clerk, Dog, Vital

Public Comment

Council Comments

Adjourn

COUNCIL MEETING MINUTES – September 9, 2026

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on Wednesday, September 9, 2026 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad
Councilmember Joseph Wareham
Deputy Mayor Kevin Coombs
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager, Robert Belasco, Township Solicitor and Amy Belasco, Deputy Township Clerk

Consent Agenda

Approval of Minutes – August 17, 2026

- Res. #2026-283 Authorization for the Payment of Vouchers \$1,601,295.02
 - Res. #2026-284 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provision of Recreational Amenities at Lower Township Family Fun Night on September 18, 2026 – with a Rain Date of September 25, 2026
 - Res. #2026-285 Approval for Oktoberfest 2026
 - Res. #2026-286 Bid Acceptance and Contract Award for Lincoln Boulevard Storm Sewer Replacement, Beach Drive to Arctic Avenue (LT-C-074)
 - Res. #2026-287 Bid Acceptance and Contract Award for Concession Contract to Supply, Install and Service Vending Machines to Big Time Vending
 - Res. #2026-288 Approval of Refund for the Football Program 2026 for \$20.00 (Lowry)
 - Res. #2026-289 Approval of Refund for the Football Program 2026 for \$20.00 (Wiscott)
 - Res. #2026-290 Approval of Refund for the Football Program 2026 for \$20.00 (Franco)
 - Res. #2026-291 Approval of Refund for the Football Program 2026 for \$20.00 (Yaros)
 - Res. #2026-292 Approval of Refund for the Football Cheerleading Program 2026 for \$15.00 (Jackman)
 - Res. #2026-293 Approval for Run the Vineyards 5K Event, October 18, 2026
 - Res. #2026-294 Approval of Refund for the Football Cheerleading Program 2026 for \$15.00 (Tomes)
 - Res. #2026-295 Approval of Refund for the Second Session of the Township Summer Camp Program, August 2026 for \$80.00 (Lund)
 - Res. #2026-296 A Resolution of the Township of Lower Canceling Certain Taxes per Agreement/Resolution
 - Res. #2026-297 Authorization for Refund of Taxes
 - Res. #2026-298 A Resolution Requesting Release of Demolition Bond for Block 155, Lot 21; 205 W New York Avenue, Villas, NJ; Demo 205NY
 - Res. #2026-299 Authorization for the Payout of Accumulated Vacation Time (D. Vanaman, \$7,410.46)
 - Res. #2026-300 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
 - Res. #2026-301 Local Arts Program Grant
 - Res. #2026-302 Approval of Change Order #1 to DKC Contractors LLC for the Judge Nathaniel Foster House Phase 2 Project
 - Res. #2026-303 Authorization for the Payout of Accumulated Compensatory Time (J. Gestwicki, \$2,520.38)
 - Res. #2026-304 Authorization for the Payout of Accumulated Compensatory Time (C. Vassar, \$12,163.30)
 - Res. #2026-305 Authorization for the Payout of Accumulated Compensatory Time (A. Cushman, \$6,267.45)
 - Res. #2026-306 Authorization for the Payout of Accumulated Compensatory Time (K. Walker, \$15,266.93)
 - Res. #2026-307 A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower, the Borough of Wildwood Crest, and the Township of Middle to Establish Shared Municipal Court
- Ord. #2026-16 An Ordinance Authorizing the Township of Lower to Execute a Lease Agreement with the United States of America, Acting by and through the Department of the Army, in connection with David

Douglass Sr. Memorial Park. This is the first reading of this Ordinance. The second reading and Public Hearing has been scheduled for September 21, 2026.

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

Administrative Reports

Tax

Call to the Public

Dinae Kelly, 2702 Bybrook Dr, expressed how upset she and her fellow neighbors were about the locks and no trespassing signs that were installed around the lake. She was not happy that there was no communication with the property owners and there was no warning of these locks being installed. Manager Laffey apologized for not communicating with and forewarning neighbors, however they received multiple complaints regarding dumping and littering going on around the lake.

Kenneth Osberg, 427 Mulberry Rd, addressed Mayor and Council regarding the road repair on Clubhouse Rd., specifically the repaving by Beverly RD, asked about having the road work completed. He also inquired about a rumor he had heard regarding condos and townhouses being built down at the ferry. Mayor informed him he had heard of no such plans. Lastly, he informed mayor and council of a terrible parking situation down on Bay Dr. by Wildwood and inquired about a "No Parking" sign.

Judy Gillis, Villas, thanked everyone for helping to keep the Bayfront clean and appreciates everyone's patience as they are trying to keep all Lower Townships properties clean.

Council Comments

Councilmember Conrad, Naval Air station had a wonderful event over the past weekend, also, he mentioned schools are back in session so please be careful while driving and look out for kids.

Councilmember Wareham, explained that the county engineer is retiring and the report he requested from him he should have by next meeting in regards to county road projects. He also reminded everyone that basketball signups are now taking place.

Deputy Mayor Coombs, informed everyone Family Fun Night is scheduled for Friday Sept 18th, he also mentioned soccer and wrestling registrations are also now taking place. Lastly, he informed everyone the run for the fallen will take place on September 23rd.

Mayor Sippel, invited everyone to attend the 9/11 ceremony being held at the Naval Air Station Museum, he also mentioned a fraud prevention class on 9/22.

Adjournment

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Deputy Mayor Coombs. Motion to adjourn was unanimous. Meeting adjourned at 5:17 p.m.

Frank Sippel, Mayor

Township Clerk

Approved:

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

RESOLUTION #2026-308

Title: AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

TOTAL COMPUTER GENERATED: \$600,743.00

TOTAL BILL LIST \$600,743.00

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

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

Resolution # 2026-308

Page: 1

Lower Township
Bill List By Vendor Id

09/17/2026

03:23 PM

Ranges		Item Status		Purchase Types		Misc	
<i>Range: First to Last</i>		<i>Open: N</i>		<i>Bid: Y</i>		<i>P.O. Type: All</i>	
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>		<i>State: Y</i>		<i>Include Project Line Yes</i>	
		<i>Paid: N</i>		<i>Other: Y</i>		<i>Items:</i>	
		<i>Held: Y</i>		<i>Exempt: Y</i>		<i>Format: Condensed</i>	
		<i>Aprv: N</i>				<i>Include Non-Budgeted: Y</i>	
		<i>Rcvd: Y</i>				<i>Vendors: All</i>	
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00067		ALL AMERICAN SPORTS CORP.					
26-01857	07/29/26	FOOTBALL HELMETS	Open	\$897.95	\$0.00		
00153		ATLANTIC CITY ELECTRIC					
26-02262	09/17/26	ACE- STREET LIGHTS- AUG 26	Open	\$45,941.11	\$0.00		
00257		BAYSHORE LANDSCAPING INC					
26-00040	01/08/26	RES#26-49 FINAL YEAR CONTRACT	Open	\$3,668.50	\$0.00		B
00323		JOHN BEERS					
26-02266	09/17/26	MEDICARE SUPPLEMENT	Open	\$398.46	\$0.00		
00419		RICHARD M BRASLOW, ESQ					
26-02196	09/08/26	FS legal 4.0 hrs	Open	\$1,200.00	\$0.00		
00650		CAPE MAY COUNTY CLERK'S ASSN					
26-01942	08/07/26	Seminar Osborn	Open	\$50.00	\$0.00		
00651		MUNICIPAL UTIL AUTH DUMP FEES					
26-02187	09/08/26	DISPOSAL FEE/DPW	Open	\$89,802.63	\$0.00		
00739		CAPE MAY VETERINARY HOSPITAL					
26-02237	09/14/26	Vet services 8/3/2026	Open	\$6.55	\$0.00		
00852		CHERRY VALLEY TRACTOR CO.*					
26-02157	09/03/26	NEW HOLLAND MOWER/DPW	Open	\$1,588.15	\$0.00		
00928		CAPE MAY COUNTY CLERK					
26-02160	09/03/26	Mortgage Discharge	Open	\$52.00	\$0.00		
00948		COASTAL LANDSCAPING					
26-01688	07/13/26	REPAIR IRRIGATION SYSTEM	Open	\$2,048.78	\$0.00		
01171		VERIZON WIRELESS - TOWNHALL					
26-02264	09/17/26	VERIZON IPHONE #723051842 AUG	Open	\$1,652.37	\$0.00		
01200		DELTA DENTAL PLAN OF NJ					
26-02192	09/08/26	AUG 2026 DENTAL ADMIN	Open	\$1,396.56	\$0.00		
26-02193	09/08/26	AUG 2026 DENTAL CLAIMS	Open	\$11,980.70	\$0.00		
Vendor Total:				\$13,377.26			
01224		DKC CONTRACTORS LLC					
26-01923	08/07/26	Foster House Phase 2	Open	\$12,495.00	\$0.00		B
26-02125	09/02/26	85 Breakwater Down Payment	Open	\$8,011.25	\$0.00		B
Vendor Total:				\$20,506.25			
01269		DISCOUNT HYDRAULICS					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01269		DISCOUNT HYDRAULICS	<i>Account Continued</i>				
26-02168	09/03/26	SWIVEL/DPW	Open	\$36.10	\$0.00		
01281		JEFFREY DOUGLASS					
26-02269	09/17/26	VISION REIMBURSEMENT	Open	\$260.00	\$0.00		
01390		EDMUNDS & ASSOCIATES, INC.					
26-02103	08/28/26	credit card machine	Open	\$1,028.00	\$0.00		
01690		GRANTURK EQUIPMENT CO					
26-02169	09/03/26	SEALS/DPW	Open	\$4,019.22	\$0.00		
26-02170	09/03/26	MILL BEARI/DPW	Open	\$3,853.76	\$0.00		
		Vendor Total:		\$7,872.98			
01741		GENTILINI CHEVROLET, LLC					
26-01889	08/03/26	PARTS FOR TRUCK/SEPT/DPW	Open	\$157.51	\$0.00		
01806		ANTHONY J HARVATT, II, ESQ					
26-02015	08/18/26	ZBA RESOLUTION VOUCHERS	Open	\$600.00	\$0.00		
01807		MARLIN HEDUM					
26-02265	09/17/26	MEDICAL REIMBURSEMENT	Open	\$164.74	\$0.00		
02027		JESCO INC					
26-02171	09/03/26	CONNECTOR HOSEING/DPW	Open	\$10.52	\$0.00		
02099		EILEEN KREIS					
26-02267	09/17/26	MEDICARE SUPPLEMENT	Open	\$782.28	\$0.00		
02108		KEEN COMPRESSED GAS CO					
26-02197	09/08/26	COMPRESSED GAS/DPW	Open	\$148.67	\$0.00		
02183		KLENSWITE POOL SPA SUP.CO INC					
26-02191	09/08/26	CHLORINE DELIVERIES 8/28/9/03	Open	\$721.00	\$0.00		
02189		KNOX ASSOCIATES, INC					
26-02011	08/17/26	KNOX annual renew 11.26-11.27	Open	\$1,298.00	\$0.00		
02247		LAWSON PRODUCTS INC.					
26-02110	08/31/26	SUPPLIES FOR GARAGE/SEPT/DPW	Open	\$823.77	\$0.00		
02334		LOWER TWP CHAMBER OF COMMERCE					
26-02093	08/28/26	September Luncheon	Open	\$360.00	\$0.00		
03158		NAYS					
26-02220	09/14/26	RENEWAL-FOOTBALL COACHES	Open	\$100.00	\$0.00		
03607		SEASHORE FOOD SUPPLY					
26-02190	09/08/26	WATER FOR 9/11 TRIBUTE	Open	\$62.70	\$0.00		
03611		SERVICE TIRE TRUCK CENTERS					
26-01893	08/03/26	TIRES/SANT/RDS/RECY/DPW	Open	\$5,563.47	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03820 26-02166	09/03/26	MUNICIPAL UTIL. AUTH ON CALL REIMBURSE HALF BILL/DPW	Open	\$629.70	\$0.00		
03904 26-01440 26-02112	06/10/26 09/01/26	LOWE'S HOME CENTER INC PARTS /DPW FS Security wall	Open Open	\$704.55 \$605.98	\$0.00 \$0.00		
Vendor Total:				\$1,310.53			
03971 26-02195	09/08/26	VERIZON WIRELESS MDT POLICE 7/21 TO 8/20/2026 PD & TWP MDT	Open	\$911.51	\$0.00		
03985 26-01896	08/04/26	VILLAS NAPA AUTO PARTS RDS/SANT/RECY/SEPT/DPW	Open	\$5,806.20	\$0.00		
03992 26-00971	04/29/26	VAL-U AUTO PARTS LLC RDS/SANT/RECY/DPW	Open	\$3,033.04	\$0.00		
04075 26-02159	09/03/26	BARBER CONSULTING SERVICES LLC FS endpoint protection& domain	Open	\$579.89	\$0.00		
04097 26-02194 26-02227	09/08/26 09/14/26	CINTAS FIRST AID AND SAFETY PD SAFETY CABINET 9/4/2026 RE-STOCK REC. CENTER	Open Open	\$54.88 \$27.61	\$0.00 \$0.00		
Vendor Total:				\$82.49			
04266 26-02216	09/14/26	NJ DEPT OF HEALTH&SENIOR SVCS August 2026 Dog Licenses	Open	\$27.00	\$0.00		
04300 26-02005 26-02131	08/17/26 09/02/26	W B MASON CO INC FS paper order PAPER FOR TOWNHALL	Open Open	\$164.10 \$328.20	\$0.00 \$0.00		
Vendor Total:				\$492.30			
6063 26-02204	09/14/26	CAPE MINING & RECYCLING, LLC WOOD CHIPS/DPW	Open	\$1,475.25	\$0.00		
6080 26-02070	08/25/26	OMAHA STANDARD, LLC APSCO HANDLE ASSY./DPW	Open	\$125.64	\$0.00		
7098 26-02210	09/14/26	SHORE VETERINARIAN ANIMAL AC CALLOUTS AUGUST 2026	Open	\$675.00	\$0.00		
7160 25-00297	01/27/25	MICHAEL NUSCIS 2025 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
7310 26-02123	09/02/26	CORELOGIC REAL ESTATE TAX SER B-277 L7 SKARUPA	Open	\$948.93	\$0.00		
7689 26-02181	09/08/26	GOVERNMENT FORMS AND SUPPLIES Business Cards - Mayor	Open	\$50.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7751 26-00388	02/19/26	HOFFMAN'S EXTERMINATING PEST AGREEMENTS/ 2 CONTRACTS	Open	\$634.05	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$2,125.75	\$0.00		
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$1,344.15	\$0.00		B
25-02648	10/08/25	RES 2025-338 LTC 047 RIDGEWOOD	Open	\$246.10	\$0.00		B
25-03082	11/21/25	RES 2025-380 LTC071 ARCTIC AVE	Open	\$8,770.00	\$0.00		B
25-03083	11/21/25	RES 2025-381 LTC074 LINCOLN BV	Open	\$2,000.00	\$0.00		B
25-03094	11/21/25	RES 25-383 CO #1 LTC070 DEL.	Open	\$125.00	\$0.00		B
25-03095	11/21/25	RES 25-384 CO #1 LTC067 CLEM	Open	\$1,130.00	\$0.00		B
25-03230	12/04/25	RES 2025-396 LTC-071 ARCTIC	Open	\$77.04	\$0.00		B
26-00419	02/25/26	RES #2026-106 DPW BUILDING	Open	\$16,348.07	\$0.00		B
26-01125	05/21/26	RES2026-193 LTC075 FRANCES AVE	Open	\$5,520.00	\$0.00		B
26-01476	06/16/26	RES#2026-210 ROTARY PHASE 2	Open	\$4,489.41	\$0.00		B
26-01793	07/23/26	RES 2026-260 LTC077 VILLAGE RD	Open	\$300.00	\$0.00		B
26-01922	08/07/26	RES 2026-267 LTC078 BEVERLY RD	Open	\$1,825.00	\$0.00		B
		Vendor Total:		\$44,300.52			
7929		AMAZON CAPITAL SERVICES, INC					
26-01926	08/07/26	STORAGE BINS AND DOLLY	Open	\$243.60	\$0.00		
26-02047	08/21/26	FS office supplies	Open	\$93.60	\$0.00		
26-02064	08/24/26	CLERK Office Supplies	Open	\$103.64	\$0.00		
26-02067	08/25/26	FS office supplies	Open	\$191.36	\$0.00		
26-02127	09/02/26	Clerk - Storage Cabinets	Open	\$289.98	\$0.00		
26-02153	09/03/26	TONER & CHAIR MAT	Open	\$174.56	\$0.00		
26-02184	09/08/26	SWIVEL HOOK & MARKING PAINT	Open	\$595.88	\$0.00		
26-02231	09/14/26	LIGHTS FOR RECREATION DEPT.	Open	\$54.32	\$0.00		
26-02240	09/14/26	BATTERY BACK-UP& SURGE PROTEC	Open	\$174.79	\$0.00		
		Vendor Total:		\$1,921.73			
8197		GREAT AMERICAN FINANCIAL SERV					
26-00264	01/28/26	LEASE MAIL MACHINE 1/26-12/26	Open	\$650.00	\$0.00		B
8211		CONFIRE FIRE PROT SERV LLC					
26-02215	09/14/26	ANNUAL FIRE ALARM INSPECTION/D	Open	\$452.50	\$0.00		
8212		MICHAEL CALAFATI ARCHITECT LLC					
26-00400	02/19/26	FOSTER HOUSE	Open	\$2,516.69	\$0.00		B
8524		FRED M SCHIAVONE CONSTRUCTION					
25-03093	11/21/25	RES 2025-379 LTC067 MULLIGAN	Open	\$6,647.51	\$0.00		B
26-01288	06/04/26	ROTARY COMMUNITY PARK PHASE 2	Open	\$244,571.74	\$0.00		B
		Vendor Total:		\$251,219.25			
8686		SHELBY RAMBO					
26-02271	09/17/26	VISION REIMBURSEMENT	Open	\$175.00	\$0.00		
8701		ELIZABETH ROSS					
26-02268	09/17/26	VISION REIMBURSEMENT	Open	\$525.31	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8701		ELIZABETH ROSS	<i>Account Continued</i>				
8721 26-00080	01/13/26	BLANEY, WEINBERG, & CURIO, PC RES 26-02 LABOR DNE 40K	Open	\$3,338.71	\$0.00		B
8723 26-02052	08/21/26	HOFFMAN INTERNATIONAL INC JOYSTICK FOR VOLVO EXCAVATOR	Open	\$1,305.28	\$0.00		
8735 26-00630	03/24/26	SURENIAN EDWARDS & NOLAN LLC Affordable Housing Res 23-13	Open	\$180.00	\$0.00		B
8848 26-02219	09/14/26	COMFORT NOW LLC REC CENTER GYM AC 8-26-26	Open	\$2,640.75	\$0.00		
8865 26-02218	09/14/26	CAPE ENVIRONMENTAL TESTING LAB 3RD QUARTER TESTING- BENNETTS	Open	\$45.00	\$0.00		
8908 26-02263	09/17/26	COMCAST BUISNESS PHONES COMCAST PH #905366178 SEPT 26	Open	\$1,325.89	\$0.00		
9026 26-01624	07/07/26	STARR SEPTIC LLC ADA HANDICAP PORTA-POT	Open	\$2,082.25	\$0.00		
26-01625	07/07/26	PORTA-POTS- CONCERT SERIES	Open	\$380.00	\$0.00		
26-01629	07/07/26	CANAL PARK PORTA-POTS	Open	\$643.50	\$0.00		
26-02151	09/03/26	LUXURY BATHROOM/DPW	Open	\$1,648.00	\$0.00		
		Vendor Total:		\$4,753.75			
9134 26-02167	09/03/26	ASCENDANCE TRUCK EASTERN PA SEAL KIT EXHAUST/DPW	Open	\$537.32	\$0.00		
26-02183	09/08/26	PARTS/DPW	Open	\$2,881.14	\$0.00		
		Vendor Total:		\$3,418.46			
9177 26-02132	09/02/26	TREE BARBER TRIMMING & TREE REMOVAL - ROTARY PARK	Open	\$4,500.00	\$0.00		
9224 26-02270	09/17/26	CHRISTINA LEWIS VISION REIMBURSEMENT	Open	\$361.25	\$0.00		
9316 26-00062	01/12/26	THE BELASCO LAW FIRM LLC RES 26-01 DNE \$140K	Open	\$7,760.00	\$0.00		B
9445 26-02229	09/14/26	TWIN ROCKS WATER PD WATER DELIVERY 9/9/2026	Open	\$149.85	\$0.00		
26-02238	09/14/26	REC.DEPT DELIVERY - 9/09/26	Open	\$47.96	\$0.00		
		Vendor Total:		\$197.81			
9453 26-01121	05/20/26	CAPITAL ONE TRADE CREDIT ANCO DPS SUPPLIES - MAY 2026	Open	\$5.99	\$0.00		B
26-01659	07/09/26	RDS/SIGN/BLDG/DPW/AUG	Open	\$691.54	\$0.00		
		Vendor Total:		\$697.53			
9498		NATIONAL TIME SYSTEMS, INC.					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9498		NATIONAL TIME SYSTEMS, INC.		<i>Account Continued</i>			
26-02164	09/03/26	08/01-08/31 Time system	Open	\$233.75	\$0.00		
9517		GAUDELLI BROS INC					
26-00466	02/27/26	RES #2026-107 BOCA ROOF/HVAC	Open	\$41,104.14	\$0.00		B
9518		GENERAL DYNAMICS O & T SYSTEMS					
26-00509	03/05/26	SIMUNITION TRAINING COURSE	Open	\$1,510.00	\$0.00		
9541		WGH Consulting LLC					
26-01033	05/07/26	Grant Writing contract	Open	\$260.00	\$0.00		B
9555		KidCheck Inc					
26-01515	06/23/26	Camp Checkin Program	Open	\$45.00	\$0.00		PC1
9557		United Rentals					
26-01502	06/19/26	Office Trailer Pool	Open	\$575.00	\$0.00		
ANNAJ005		Anna Jackman					
26-02234	09/14/26	PER RES #26-292 REIMBURSEMENT	Open	\$15.00	\$0.00		
ASHLE005		Ashley Franco					
26-02233	09/14/26	PER RES#26-290 REIMBURSEMENT	Open	\$20.00	\$0.00		
BLAUE		BLAUER ASSOCIATES INC					
23-02899	11/13/23	RES 23-372 FY24 SCPF ADA POOL	Open	\$1,300.00	\$0.00		B
25-02156	08/08/25	PHASE II FOSTER HOUSE	Open	\$400.00	\$0.00		B
		Vendor Total:		\$1,700.00			
BOSNA		KAREN MANETTE BOSNA					
26-02186	09/08/26	YOGA- MONTH OF AUGUST '26	Open	\$55.00	\$0.00		
FBINA		FBINAA NJ CHAPTER					
26-01511	06/22/26	2026 FBINAA NJ CONFERENCE	Open	\$3,030.00	\$0.00		
26-02223	09/14/26	2026 FBINAANJ CONFERENCE CHIEF	Open	\$735.00	\$0.00		
		Vendor Total:		\$3,765.00			
LAURE005		LAUREN TOMES					
26-02235	09/14/26	PER RES#26-294 REIMBURSEMENT	Open	\$15.00	\$0.00		
MATTH010		Matt Horan					
26-02236	09/14/26	PER RES#26-295 REIMBURSEMENT	Open	\$80.00	\$0.00		
RODR005		Rodrigo Sagun					
26-02130	09/02/26	B-499.08 LOT 2	Open	\$637.90	\$0.00		
SIXSM		LLOYD SIXSMITH*					
26-01758	07/21/26	RECREATION SHIRTS	Open	\$310.50	\$0.00		
STEPH005		Stephanie Wiscott					
26-02232	09/14/26	PER RES#26-289 REIMBURSEMENT	Open	\$20.00	\$0.00		

Total Purchase Orders: 119 Total P.O. Line Items: 0 Total List Amount: \$600,743.00 Total Void Amount: \$0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
	5-01	\$150.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00
	6-01	\$235,137.15	\$0.00	\$235,137.15	\$0.00	\$0.00	\$0.00
	6-12	\$27.00	\$0.00	\$27.00	\$0.00	\$0.00	\$0.00
	6-13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00
	6-15	\$23,074.94	\$0.00	\$23,074.94	\$0.00	\$0.00	\$0.00
	6-16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.00
	Year Total:	\$258,239.09	\$0.00	\$258,239.09	\$0.00	\$0.00	\$780.00
	C-04	\$341,573.91	\$0.00	\$341,573.91	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$599,963.00	\$0.00	\$599,963.00	\$0.00	\$0.00	\$780.00

Project Description	Project No.	Rcvd Total
1 CLIFFSIDE ROAD	17-08-03	\$200.00
109 MILLMAN LANE	26-07-02	\$200.00
970 SHUNPIKE ROAD	26-07-03	\$200.00
TRUST-SUMMER CAMP	T SUM CAMP	\$125.00
YOGA	T YOGA	\$55.00
Total Of All Projects:		\$780.00

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

RESOLUTIUN #2026-309

Title: REAPPOINTMENT TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Joseph Baker's term on the Zoning Board of Adjustment is expiring and he has requested reappointment to the Board; and

WHEREAS, Council has reviewed the applications currently on file in the Clerk's office.

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 appointments be made:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Joseph Baker	Regular Member	September, 2030

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

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

MEMORANDUM

TO: Joseph Baker

FROM: Patrick Wood

DATE: September 1, 2026

RE: Term Expiration Date

Please be advised that your expiration date, as members of the Zoning Board of Adjustment, is September 30, 2026.

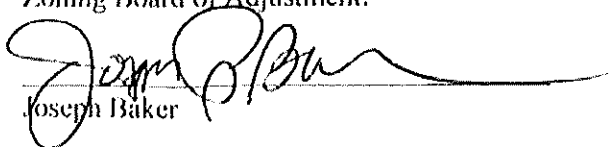
To renew your status as an active Board Member for the Zoning Board of Adjustment and advise of your continued interest to serve as a Board Member, you may either:

1. Contact Karen Fournier, Township Clerk, either by email @ kfournier@townshipoflower.org, or an in-person appointment; or,
2. Sign the section below acknowledging your continued interest to serve on the Zoning Board of Adjustment.

If there are any questions, please contact me.

Thank you.

My signature below acknowledges my continued interest to serve as a Board Member on the Zoning Board of Adjustment:


Joseph Baker

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

RESOLUTION #2026-310

Title: A RESOLUTION AUTHORIZING ADVERTISEMENT OF A NOTICE TO BIDDERS FOR FERTILIZING / SLICE SEEDING SERVICES FOR VARIOUS LOCATIONS IN THE TOWNSHIP OF LOWER FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Clerk is hereby authorized to advertise a Notice to Bidders on the Township Website on September 22, 2026; and

BE IT FURTHER RESOLVED that the Township of Lower's Bid Documents for the proposed services are hereby approved and are available through The Lower Township Clerk's Office; and

BE IT FURTHER RESOLVED that sealed proposals will be received by the Lower Township Clerk's Office, 2600 Bayshore Road, Villas, NJ on Tuesday October 27, 2026 at 10:30 am prevailing time for Fertilizing / Slice Seeding Services for Various Locations in the Township of Lower for the years 2027 and 2028 with an option for 2029.

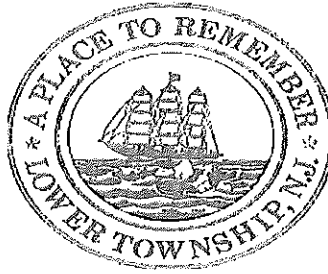
	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore
Road Villas, New



Incorporated 1798
(609) 886-2005

NOTICE TO BIDDER

Bid# 2026-03
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
Phone (609)886-2005 x123
Fax Request to (609) 886-9488 or email rosborn@townshipoflower.org

**FERTILIZING/SLICE SEEDING SERVICES FOR VARIOUS LOCATIONS IN THE
TOWNSHIP OF LOWER FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029**

Notice is hereby given that sealed proposals will be received by the Lower Township Clerk's Office on **Tuesday October 27, 2026 at 10:30 a.m.** prevailing time at which time the said sealed bids will be publicly opened and read for the following:

**FERTILIZING/SLICE SEEDING SERVICES FOR VARIOUS LOCATIONS IN THE
TOWNSHIP OF LOWER FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029**

All bids shall be submitted on the Proposal Form approved for this proposal, or on an exact replica as to wording and punctuation. Copies of such Proposal Form, this advertisement, and the Terms and Specifications may be obtained from the Township Clerk's Office at 2600 Bayshore Road, Villas, NJ or by email request to clerk@townshipoflower.org. The bidder must absolutely comply with all of the terms of the said documents. All bids must be clearly addressed and mailed or delivered to:

TOWNSHIP OF LOWER
Attention: Clerk
2600 BAYSHORE ROAD
VILLAS, NJ 08251

The Township Council reserves the right to reject any or all bids if it deems it is in the best public interest to do so. Bidders are required to comply with the requirements of Public Laws of 1975, Chapter 127, and Affirmative Action Requirements. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Robert Osborn, QPA
Purchasing Agent

Adv September 22, 2026

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

RESOLUTION #2026-311

Title: A RESOLUTION AUTHORIZING ADVERTISEMENT OF A NOTICE TO BIDDERS FOR LANDSCAPING SERVICES FOR VARIOUS LOCATIONS IN THE TOWNSHIP OF LOWER FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Clerk is hereby authorized to advertise a Notice to Bidders on the Township Website on September 22, 2026; and

BE IT FURTHER RESOLVED that the Township of Lower's Bid Documents for the proposed services are hereby approved and are available through The Lower Township Clerk's Office; and

BE IT FURTHER RESOLVED that sealed proposals will be received by the Lower Township Clerk's Office, 2600 Bayshore Road, Villas, NJ on Tuesday October 27, 2026 at 10am prevailing time for Landscaping Services for Various Locations in the Township of Lower for the years 2027 and 2028 with an option for 2029.

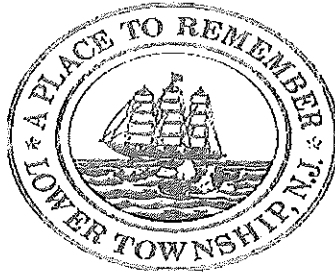
	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore
Road Villas, New



Incorporated 1798
(609) 886-2005

NOTICE TO BIDDER

Bid# 2026-02
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
Phone (609)886-2005 x123
Fax Request to (609) 886-9488 or email rosborn@townshipoflower.org

LANDSCAPING SERVICES FOR VARIOUS LOCATIONS IN THE TOWNSHIP OF LOWER FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029

Notice is hereby given that sealed proposals will be received by the Lower Township Clerk's Office on **Tuesday October 27, 2026 at 10:00 a.m.** prevailing time at which time the said sealed bids will be publicly opened and read for the following:

LANDSCAPING SERVICES FOR VARIOUS LOCATIONS IN THE TOWNSHIP OF LOWER FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029

All bids shall be submitted on the Proposal Form approved for this proposal, or on an exact replica as to wording and punctuation. Copies of such Proposal Form, this advertisement, and the Terms and Specifications may be obtained from the Township Clerk's Office at 2600 Bayshore Road, Villas, NJ or by email request to clerk@townshipoflower.org. The bidder must absolutely comply with all of the terms of the said documents. All bids must be clearly addressed and mailed or delivered to:

TOWNSHIP OF LOWER
Attention: Clerk
2600 BAYSHORE ROAD
VILLAS, NJ 08251

The Township Council reserves the right to reject any or all bids if it deems it is in the best public interest to do so. Bidders are required to comply with the requirements of Public Laws of 1975, Chapter 127, and Affirmative Action Requirements. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Robert Osborn, QPA
Purchasing Agent

Adv September 22, 2026

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

RESOLUTION #2026-312

Title: A RESOLUTION AUTHORIZING ADVERTISEMENT OF A NOTICE TO BIDDERS FOR MANAGEMENT INFORMATION SYSTEM (MIS) CONSULTANT SERVICES FOR VARIOUS LOCATIONS IN THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP POLICE DEPARTMENT FOR THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Clerk is hereby authorized to advertise a Notice to Bidders on the Township Website on September 22, 2026; and

BE IT FURTHER RESOLVED that the Township of Lower's Bid Documents for the proposed services are hereby approved and are available through The Lower Township Clerk's Office; and

BE IT FURTHER RESOLVED that sealed proposals will be received by the Lower Township Clerk's Office, 2600 Bayshore Road, Villas, NJ on Tuesday October 27, 2026 at 11:00 am prevailing time for Management Information System (MIS) Consultant Services for Various Locations in the Township of Lower and Lower Township Police Department for the years 2027 and 2028 with an option for 2029.

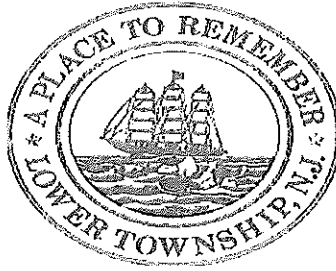
	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore
Road Villas, New



Incorporated 1798
(609) 886-2005

NOTICE TO BIDDER

Bid# 2026-04
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
Phone (609)886-2005 x123
Fax Request to (609) 886-9488 or email rosborn@townshipoflower.org

**MANAGEMENT INFORMATION SYSTEM (MIS) CONSULTANT SERVICES FOR VARIOUS
LOCATIONS IN THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP POLICE DEPARTMENT FOR
THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029**

Notice is hereby given that sealed proposals will be received by the Lower Township Clerk's Office on **Tuesday October 27, 2026 at 11:30 a.m.** prevailing time at which time the said sealed bids will be publicly opened and read for the following:

**MANAGEMENT INFORMATION SYSTEM (MIS) CONSULTANT SERVICES FOR VARIOUS
LOCATIONS IN THE TOWNSHIP OF LOWER AND LOWER TOWNSHIP POLICE DEPARTMENT FOR
THE YEARS 2027 AND 2028 WITH AN OPTION FOR 2029**

All bids shall be submitted on the Proposal Form approved for this proposal, or on an exact replica as to wording and punctuation. Copies of such Proposal Form, this advertisement, and the Terms and Specifications may be obtained from the Township Clerk's Office at 2600 Bayshore Road, Villas, NJ or by email request to clerk@townshipoflower.org. The bidder must absolutely comply with all of the terms of the said documents. All bids must be clearly addressed and mailed or delivered to:

TOWNSHIP OF LOWER
Attention: Clerk
2600 BAYSHORE ROAD
VILLAS, NJ 08251

The Township Council reserves the right to reject any or all bids if it deems it is in the best public interest to do so. Bidders are required to comply with the requirements of Public Laws of 1975, Chapter 127, and Affirmative Action Requirements. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Robert Osborn, QPA
Purchasing Agent

Adv September 22, 2026

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

RESOLUTION #2026-313

Title: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR CONSTRUCTION PHASE SERVICES FOR THE BEACH DRIVE TO ARCTIC AVENUE PROJECT (LT-C-074)

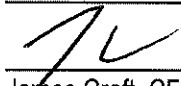
WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 et seq. to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements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

WHEREAS, DeBlasio & Associates have submitted the attached \$20,000.00 proposal for the Construction Phase Services of the Beach Drive to Arctic Avenue project and the CFO has certified the availability of funds in the following budget line as evidenced by his signature:

Appropriation: C-04-55-438-100

Amount \$20,000.00

Signature: _____


James Craft, 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 Services Contract without public bidding in the amount of \$20,000.00 is awarded to DeBlasio & Associates for Construction Phase Services for the Beach Drive to Arctic Avenue Project (LT-C-074) in accordance with the proposal attached hereto; and that the Superintendent of Public Works is authorized to execute the Purchase Order.

BE IT FURTHER RESOLVED that this award shall be published on the Township's Website.

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

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 14, 2026

VIA EMAIL

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

**Re: Township of Lower, Cape May County
Lincoln Boulevard Storm Sewer Replacement
Beach Drive to Arctic Avenue
D&A File#: LT-C-074**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional services for the Lincoln Boulevard Storm Sewer Replacement – Beach Drive to Arctic Avenue – *Construction Phase Services* detailed below:

A. Construction Phase Services

1. Construction Phase Engineering Services

- a. Attend the pre-construction and on-site project meetings as needed.
- b. Review Contractor requests for information, proposed change orders and shop drawings.
- c. Prepare progress reports.
- d. Review construction schedules.
- e. Review payment requisitions.
- f. Attend the final inspection and develop a punch list.

2. Contract Administration

- a. Compile construction site safety reports, daily inspection reports, and shop drawing submittals.
- b. Prepare necessary contract change orders for approval and signature of the Township.
- c. Process and prepare periodic and final payment requisitions for approval and signature of the Township.
- d. Secure and provide close out documentation required by the contract for the Township.

3. Periodic Construction Observation

- a. Attend the pre-construction meeting.
- b. Provide full-time construction observation to observe the Contractor's operations for conformance with the drawings, specifications, and shop drawings. D&A's undertaking shall not relieve the Contractor of the Contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make D&A an insurer of the Contractor's performance; and shall not impose upon D&A any obligation to see that the work is performed in a safe manner.
 - i. Prepare a punch list at substantial completion.
- c. Attend final inspection meeting.
- d. This service is based on a four (4) week construction period and provides 160 hours of periodic construction observation.

B. Professional Service Fee

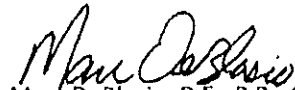
Our professional service fee to complete the above referenced scope of work is listed below:

i. Construction Phase Services	\$20,000.00
Total	\$20,000.00

Upon your authorization, we are prepared to begin work immediately on the Township's Lincoln Boulevard Storm Sewer Replacement – Beach Drive to Arctic Avenue – *Construction Phase Services*.

Should you have any questions or require additional information, please do not hesitate to contact me or Andy McTague 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)
Christina Lewis, Deputy Administrator (via email)
Robert Osborn, QPA (via email)
Karen Fournier, Clerk (via email)
Andy McTague (via email)
Finance (via email)

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

RESOLUTION #2026-314

Title: APPROVAL OF CHANGE ORDER #2 TO SOUTH STATE INC FOR RESURFACING OF
BAYBERRY ROAD FROM CARDINAL AVENUE TO MARYLAND AVENUE ON THE CARDINAL AVENUE
RESURFACING PROJECT-BEACH AVENUE TO MAIN STREET, (LT-C-062)

WHEREAS, South State, Inc was awarded on July 21, 2025 by Resolution #2025-259 for the Resurfacing of
Cardinal Avenue Project-Beach Avenue to Main Street in the amount of \$ 219,826.20; and

WHEREAS, DeBiasio & Associates had provided an additional proposal for additional resurfacing of
Bayberry Road from Cardinal Avenue to Maryland Avenue for an additional \$13,050.00 by Resolution #2025-339
increasing the total amount to \$232,876.20; and

WHEREAS, DeBiasio & Associates has provided a Change Order #2 Final for additional resurfacing of
Bayberry Road from Cardinal Avenue to Maryland Avenue for a decrease of \$2,544.06 decreasing the total amount
to \$230,332.14; and

WHEREAS, the Township Council desires to approve the Decrease Change Order expense requested and
the CFO has certified the availability of funds as evidenced by his signature below:

Appropriation: C-04-55-438-100

Signature:


James Craft, CFO

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 #2 attached hereto in the net decrease amount of \$2,544.06 to
South State, Inc is hereby approved and the contract total is now decreased to \$230,332.14.

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

I, Karen S. Fournier, 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 September
21, 2026.

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 15, 2026

VIA EMAIL & REGULAR MAIL

Karen Fournier, Clerk
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
Resurfacing of Cardinal Avenue
D&A File #: LT-C-062**

Dear Ms. Fournier:

Enclosed please find three (3) copies of **CHANGE ORDER NO. 2-Final** regarding the above referenced project for review and approval. Upon execution, please return two (2) copies to our office.

Please note that this change order reflects the following work:

1. As-Built Quantity Adjustments.

Please note this change order will result in a decrease of \$2,544.06 to the amended contract amount of \$232,876.20 for a final contract amount of \$230,332.14.

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

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



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

cc: Mayor Frank Sippel, (via email w/encl.)
Michael Laffey, Manager (via email w/encl.)
Christina Lewis, Deputy Manager (via email w/encl.)
Robert Osborn, Purchasing Agent (via email w/encl.)
Gary Douglass, Superintendent of Public Works (via email w/encl.)
South State (via email w/encl.)
Andrew McTague (via email w/encl.)

DeBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower
Date: September 14, 2026
Project Name: Resurfacing of Cardinal Avenue
D&A Project #: LT-C-062

Change Order #2 - Final

Contractor: South State, Inc.
P.O. Box 68
Bridgeton, NJ 08302

A. Extras

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
9	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	11.85	\$100.00	\$1,185.00
13	TRAFFIC MARKING LINES, 24"	L.F.	2	25	\$50.00
18	ASPHALT PRICE ADJUSTMENTS	DOLLAR	807	\$1.00	\$806.85
Subtotal:					\$2,041.85

B. Reductions

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
3	12" POLYVINYL CHLORIDE (PVC) STORM PIPE, SDR 26	L.F.	-1	200	-200
7	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	-9	40	-360
8	RESET EXISTING STONE	S.Y.	-48	25	-1200
11	TURF REPAIR STRIP	L.F.	-620	2	-1240
12	RESET EXISTING BRICK PAVERS	S.Y.	-15	100	-1500
17	FUEL PRICE ADJUSTMENTS	DOLLAR	-85.91	1	-85.91
Subtotal:					-\$4,585.91

Net Contract Change (\$2,544.06)
Original Contract Amount: \$219,826.20
Amended Contract Amount: \$232,876.20
Contract Percentage Change (%): -1.16
Total Contract Percentage Change (%): 4.78
Final Contract Amount: \$230,332.14

Approved and Accepted by:

Marc DeBlasio, P.E., Township Engineer

Date

South State, Inc.

Date

Township of Lower

Date

Frank Sippel, Mayor

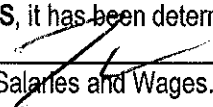
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2026-315

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

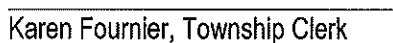
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance, and

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature  that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to William Omrod in the amount of \$4157.33 authorized and chargeable to the 2026 Budget account 6-01-25-240-123.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen Fournier, 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 September 21st, 2026


Karen Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

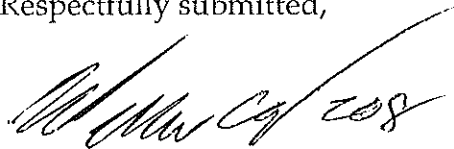
SPECIAL REPORT

TO: Chief Donald Vanaman
FROM: PFC. William Omrod #208
DATE: September 7, 2026
SUBJECT: Comp Time Buyout

Chief Vanaman,

I am asking to submit this letter to payroll requesting a buyout of 100 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully submitted,



William Omrod
Patrolman Badge 208

C	File		
Date	Officer	Comments	
9/7/26	Sgt J. Elwell	to Lt Gault	
9/8/26	Lt Gault	Fwd to Cpt Annabroster (Verified)	
9/9/26	Capt. J. 190	Fwd: Chief Vanaman	
9/9/26	CHIEF DONALD VANAMAN #74	FWD: TOWN MLC	

Christina Lewis Approved 9/9/2026

100x
\$41.5733=
\$4157.33

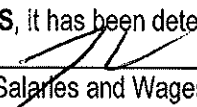
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2026-316

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

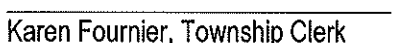
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance, and

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature  that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Matthew Reilly in the amount of \$3202.43 is authorized and chargeable to the 2026 Budget account 6-01-25-240-124.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen Fournier, 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 September 21st, 2026


Karen Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Donald Vanaman

FROM: Ptl. Reilly #222

DATE: September 11, 2026

SUBJECT: Comp Time Buyout

Chief Vanaman,

I am asking to submit this letter to payroll requesting a buyout of 100 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,

Matthew Reilly #222

Matthew Reilly
Patrolman Badge 222

C	File	Date	Officer	Comments
		9/11/26	Sgt. [Signature] #222	TOT Capt. Brubaker #190
		9/11/26	Capt. [Signature] #190	Verified in records FWD: Chief Vanaman
		9/11/26	Chief Vanaman #124	FWD: Town Hall

Approved Christina Lewis 9/14/2026

100 x
\$32.024=
\$3,202.43

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

RESOLUTION # 2026-317

Title: A RESOLUTION RECOGNIZING OCTOBER 6, 2026 AS KNOCK OUT OPIOID ABUSE DAY IN THE TOWNSHIP OF LOWER

WHEREAS, New Jersey is in the midst of a life-threatening opioid abuse epidemic; and

WHEREAS, the State Senate and General Assembly jointly resolved that October 6 shall be permanently designated as Knock Out Opioid Abuse Day in New Jersey in order to raise awareness about the dangers of, and the link between, opioid abuse and heroin addiction and to educate health care providers, community leaders, state lawmakers and members of the public about the opioid abuse epidemic and its effects throughout the State of New Jersey and across the country; and

WHEREAS, there were 23 suspected overdose deaths in Cape May County in 2025 according to the NJ Office of the Attorney General, and 523 of the County's treatment admissions were for heroin/other opiates in 2024 according to the NJ Department of Human Services Division of Mental Health and Addiction Services; and

WHEREAS, the Knock Out Opioid Abuse Day campaign is sponsored by the Partnership for a Drug Free New Jersey in cooperation with the Governor's Council for Alcoholism and Drug Abuse and the NJ Department of Human Services Division of Mental Health and Addiction Services to raise awareness of the potential for dependency on prescribed pain medicine and its link to heroin use rates in our state, reduce stigma of addiction and shine a light on the need for recovery support, and communicate to physicians information on safer prescribing messages found in the Centers for Disease Control and Prevention guidelines for prescribing opioids, which include considering other therapies, setting realistic treatment goals with patients and discussing with patients the positives and negatives of opioids; and

WHEREAS, The Township of Lower supports initiatives designed to raise awareness about opioid abuse in New Jersey and take steps to prevent addiction;

WHEREAS The Township of Lower encourages all residents to utilize the prescription drug drop boxes located at every Police Department in Cape May County, to dispose of unused and expired medications safely and securely;

NOW, THEREFORE, BE IT RESOLVED that October 6, 2026, be recognized as Knock Out Opioid Abuse Day in the Township of Lower.

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

I, Karen S. Fournier, 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 September 21, 2026.

Karen S. Fournier, Township Clerk

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

ORDINANCE #2026-17

Title: **SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER**

BE IT ORDAINED by the Township Council, the governing body of the Township of Lower, County of Cape May, State of New Jersey, that the following ranges and rates of pay are established as follows:

TOWNSHIP COUNCIL

Title	Minimum		Maximum
Mayor	18,000	to	23,000
Councilmembers	15,000	to	20,000

AFSCME

Title	Minimum		Maximum
Assistant Supt. of Recreation (P/T)	27,000	to	56,000
Assistant Municipal Tax Collector	47,000	to	80,000
Assistant Municipal Treasurer	51,000	to	62,000
Building Inspector Apprentice	51,000	to	75,000
Building Inspector (P/T)	10,000	to	48,000
Building Service Worker	35,000	to	48,000
Building Sub-Code Official	5,000	to	58,287
Clerk 1	35,000	to	55,400
Clerk 2	39,000	to	60,000
Clerk 3	43,000	to	68,000
Code Enforcement Officer	39,000	to	56,000
Electrical Sub-Code Official	37,769	to	58,287
Keyboarding Clerk 1	37,000	to	52,000
Keyboarding Clerk 2	39,000	to	56,000
Keyboarding Clerk 3	43,000	to	72,000
Keyboarding Clerk 4	47,000	to	73,000
Plumbing Sub-Code Official	5,000	to	58,287
Principal Account Clerk	43,000	to	48,000
Recreation Program Coordinator	51,000	to	58,000
Registrar Vital Statistics	39,000	to	55,000
Senior Building Service Worker	39,000	to	61,600
Senior Code Enforcement Officer	43,000	to	72,000
Supervising Code Enforcement Officer	47,000	to	77,000
Violations Clerk	43,000	to	48,000

ORDINANCE #2026-17**SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)****BUREAU OF FIRE SAFETY**

Title	Minimum		Maximum
Fire Inspector	\$15.49 per hour	to	\$25.00 per hour
Fire Investigator	2,500	to	2,500
Fire Official	67,000	to	96,000
Senior Fire Prevention Specialist	52,000	to	64,000
Fire Prevention Specialist	42,000	to	68,000
Fire Prevention Specialist (P/T)	\$15.49 per hour	to	\$25.00 per hour
Fire Safety Board Member	1,800 annually	to	1,800 annually

NON-UNION ADMINISTRATIVE AND MANAGEMENT PERSONNEL

Title	Minimum		Maximum
Chief Financial Officer	77,000	to	128,000
Confidential Assistant/Secretary	35,000	to	90,000
Deputy Manager	80,000	to	100,000
Deputy Municipal Clerk	46,000	to	82,000
Executive Secretary	70,000	to	90,000
Human Resources Officer	50,000	to	70,000
Municipal Clerk	74,000	to	127,000
Personnel Officer	70,000	to	90,000
Municipal Manager	100,000	to	160,000
Treasurer	60,000	to	95,000

NON-UNION POLICE PERSONNEL

Title	Minimum		Maximum
Chief of Police	107,584	to	192,672
Deputy Chief of Police	107,584	to	182,000

ORDINANCE #2026-17**SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)****POLICE PERSONNEL**

Title	Minimum		Maximum
Police Sergeant	86,051	to	136,000
Police Officer	33,000	to	130,000
Special Law Enforcement Class II	\$15.49 per hour	to	\$25.00 per hour

Special Law Enforcement Officers without Police Academy certification: Applicable minimum wage established by the New Jersey Department of Labor and Workforce Development.

PUBLIC WORKS PERSONNEL PER HOUR

Title	Minimum		Maximum
Equipment Operator	23.81	to	38.00
Sr. Equipment Operator	23.81	to	41.00
Laborer 1	17.50	to	35.50
Laborer 2	18.75	to	35.00
Laborer 3	18.75	to	35.00
Maintenance Repair	23.06	to	36.00
Maintenance Worker 1 Grounds	18.75	to	26.00
Mechanic	18.75	to	41.00
Mechanic Diesel	18.75	to	61.00
Mechanics Helper	24.14	to	35.50
Motor Broom Driver	22.58	to	47.00
Parks & Rec Maint. Worker/Grounds	17.42	to	26.00
Senior Maintenance Repair	28.25	to	45.00
Senior Mechanic Diesel (no employees)	28.25	to	45.00
Supervising Equipment Operator	25.82	to	48.00
Supervising Mechanic Diesel	38.00	to	48.00

SUPERIOR OFFICERS POLICE

Title	Minimum		Maximum
Police Captain	100,034	to	170,000
Police Lieutenant	94,000	to	157,000

ORDINANCE #2026-17**SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)****SUPERVISORS UNION**

Title	Minimum		Maximum
Administrative Secretary/Office Manager	52,000	to	68,720
Chief Code Enforcement Officer	52,000	to	82,932
Construction Official	52,000	to	99,000
Deputy Municipal Court Administrator	45,000	to	71,350
Deputy Tax Assessor	50,000	to	90,300
General Supervisor Public Works	59,000	to	108,000
Municipal Court Administrator	55,000	to	95,890
Senior Planner	60,000	to	128,270
Purchasing Agent	45,000	to	92,000
Superintendent of Public Works	75,000	to	136,216
Superintendent of Recreation	56,000	to	99,970
Tax Assessor	60,000	to	103,000
Tax Collector	60,000	to	118,000

ADDITIONAL TITLES AND COMPENSATION

Title	Minimum		Maximum
Accreditation Manager/Rave Police Dept	1,000	to	1,500
Court Administrator /Shared Middle/Wildwood Crest	45,000	to	45,000
Court Attendant /Shared Agreement	5,000	to	9,000
Clean Communities Coordinator	3,500	to	5,000
Deputy Court Administrator /Shared Middle/Wildwood Crest	30,000	to	30,000
Deputy Emergency Management Coordinator	2,000	to	7,000
Digital Records Coordinator	1,000	to	3,000
District Recycling Coordinator	2,500	to	5,000
Fire Protection Sub-Code Official	1,000	to	21,000
Flood Plan Manager (CRS)	1,000	to	10,000
Government Deals Coordinator	1,000	to	1,000
IT Technical Assistant/ Police Department	1,000	to	1,500
JIF Fund Commissioner	2,000	to	3,000

ORDINANCE #2026-17**SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)**

JIF Safety Coordinator	2,000	to	3,000
JIF OSHA Compliance Coordinator	1,000	to	1,000
JIF Claims Coordinator	2,000	to	2,000
Key Control Coordinator	1,000	to	1,500
Lifeguard/Swimming Instructor	\$15.49 per hour	to	\$20.00 per hour
Municipal Emergency Mngt Coord.	6,900	to	10,000
Municipal Judge	40,000	to	54,800
Municipal Judge/Shared Wildwood Crest	20,000	to	20,000
Municipal Judge/Shared Middle Township	72,000	to	72,000
Park Attendant	\$15.49 per hour	to	\$16.00 per hour
Prosecutor	45,000	to	45,000
Prosecutor/Shared Wildwood Crest	20,000	to	20,000
Prosecutor/Shared Middle Township	46,000	to	46,000
Public Defender	17,000	to	17,000
Public Defender / Shared Wildwood Crest	14,000	to	14,000
Public Defender / Shared	18,600	to	18,600
Recreation Leader	\$15.49 per hour	to	\$25.00 per hour
Public Relations Coordinator	1,000	to	3,000
Recording Secretary Fire	1,000	to	2,300
Recording Secretary Planning	3,000	to	3,000
Recreation Aide	\$15.49 per hour	to	\$20.00 per hour
Right to Know Coordinator	3,500	to	3,500
Short Term Rental Coordinator	3,000	to	3,000

Section 2 Use of Private Automobiles

Prior approval from the Manager's Office is required for owners of private automobiles that are used for travel in connection with Township business. Owners shall be reimbursed for the use of such automobiles in accordance with the business-use mileage rate established by the Internal Revenue Service in the year in which the travel occurred. All employees who use their personal automobiles for Township business must furnish the Department of Revenue and Finance with a certificate of insurance supplied by the employee's insurance agent.

Section 3 Salaries Within Established Ranges

Whenever a salary range is provided in this ordinance, the Township Council, pursuant to the Lower Township Administrative Code and pursuant to contract, shall determine the salary of the employees involved in the range, such determination to be made on the basis of time holding the position, experience, ability, and performance. The Township shall not be obligated with respect to any employee to grant an increase in any year, except as may be provided by contract.

ORDINANCE #2026-17

SALARY AND BENEFIT ORDINANCE FOR THE TOWNSHIP OF LOWER (continued)

- A. The Township Clerk shall be granted the same salary increase as shall be agreed for the Township Chief Financial Officer/Treasurer, Township Tax Assessor, and Township Tax Collector pursuant to contract and New Jersey State Statute.
- B. Permanent managerial/confidential employees not part of any bargaining unit by nature of their position shall continue to be governed by and receive the same benefits pursuant to the union contract which governs their annual increase.
- C. All other non-union personnel shall be granted such salary increases as approved by the Township Council.

Section 4 Shared Municipal Court Personnel and Compensation

- A. Upon the effective date of an authorized shared-services agreement under which the Township of Lower provides shared municipal court services, an employee appointed, assigned, or transferred to a position in the shared municipal court shall be compensated within the salary range established in Section 1 for the applicable title. The employee's actual salary and the effective date thereof shall be established by separate personnel action in accordance with the shared-services agreement, applicable Civil Service requirements, Judiciary approvals, any applicable collective bargaining agreement or employment contract, and the availability of appropriated funds.
- B. Any compensation identified in Section 1 as "Shared" or "Shared Agreement" shall constitute supplemental compensation for additional duties performed in connection with a shared municipal court agreement and shall be separate from the employee's regular base salary. Such supplemental compensation shall be approved by the Township Council and may be prorated, modified, suspended, or discontinued if the employee's additional duties or the applicable shared-services agreement are modified or terminated. Supplemental compensation shall not constitute pensionable compensation except to the extent permitted by applicable law and the rules and determinations of the New Jersey Division of Pensions and Benefits.
- C. The establishment of a salary range or supplemental compensation in this Ordinance shall not, by itself, appoint or transfer an employee, establish an employee's actual salary or effective date, create an entitlement to any salary or supplemental compensation, or alter an employee's Civil Service status. All appointments, transfers, compensation determinations, and other personnel actions shall be separately authorized and completed in accordance with applicable law and all required Township, Civil Service Commission, and Judiciary approvals.

Section 5 Health and Other Insurance Plans: The Chief Executive Officer is hereby authorized to adopt a group hospitalization plan and other insurance plans pursuant to contract and to provide that such premiums be paid by the Township of Lower.

Section 6 Overtime: The Township Council is hereby authorized to award overtime pay at the rate of one and one-half of the regular rate, in accordance with the Federal Labor Standards Act applicable thereto, pursuant to contracts for all employees.

Section 7 Repealer: All other ordinances in conflict or inconsistent with this ordinance are hereby repealed to the extent of such conflict or inconsistency.

First Reading: September 21, 2026

Thomas Conrad, Councilmember

Second Reading:

Joseph Wareham, Councilmember

Roland Roy, Jr. Councilmember

Attest: _____
Karen Fournier, Deputy Township Clerk

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

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

ORDINANCE #2026-16

Title: AN ORDINANCE AUTHORIZING THE TOWNSHIP OF LOWER TO EXECUTE A LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE ARMY, IN CONNECTION WITH DAVID DOUGLASS SR. MEMORIAL PARK

WHEREAS, the Township of Lower is in the process of completing renovations and improvements to David Douglass Sr. Memorial Park, which is located adjacent to the Delaware Bay and is accessed by Beach Drive; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a), the Township of Lower is authorized, by ordinance, to acquire real property by lease and to accept lawful conditions, restrictions, or limitations concerning the use thereof; and

WHEREAS, the United States of America, acting by and through the Department of the Army, U.S. Army Corps of Engineers, has jurisdiction over certain real property consisting of approximately 0.46 acres of land utilized in connection with David Douglass Sr. Memorial Park, which property is more particularly described in Exhibits A, A-1, and B to the Lease Agreement annexed to this Ordinance; and

WHEREAS, the Department of the Army has offered to lease the property in question to the Township of Lower for a term of twenty-five (25) years in consideration for the Township operating and maintaining the property for the use and benefit of the general public in accordance with the terms and conditions of the Lease Agreement; and

WHEREAS, the acquisition of a leasehold interest in the property will permit the Township to proceed with the planned renovations and improvements to David Douglass Sr. Memorial Park and to continue to operate and maintain the property for the recreational use and benefit of the general public; and

WHEREAS, the Township Council of the Township of Lower has determined that the acquisition of the leasehold interest in the Premises and the execution of the Lease Agreement are in the best interests of the Township and will further a lawful public purpose.

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

Section 1. Pursuant to N.J.S.A. 40A:12-5(a), the Township Council of the Township of Lower hereby approves the acquisition of a leasehold interest in the property, more particularly described in Exhibits A, A-1, and B to the Lease Agreement annexed to this Ordinance, pursuant to the Lease Agreement between the United States of America, acting by and through the Department of the Army and the Township of Lower.

Section 2. The Mayor and Township Clerk are hereby authorized and directed to execute the Lease Agreement on behalf of the Township, with the Mayor's execution to be attested by the Township Clerk where required. The Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, and other appropriate Township officers, employees, and professionals are further authorized to take all actions and execute all ancillary certifications, notices, applications, exhibits, acknowledgments, and other documents necessary or appropriate to effectuate the Lease Agreement and carry out the purposes of this Ordinance.

Section 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 4. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 5. This Ordinance shall take effect upon final passage and publication according to law.

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

First Reading:

Frank Sippel, Mayor

Adopted:

Attest: _____
Karen S. Fournier, Township Clerk



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, BALTIMORE DISTRICT
2 HOPKINS PLAZA
BALTIMORE, MD 21201

August 27, 2026

Real Estate Division
Management & Disposal Branch

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

TRANSMITTED VIA ELECTRONIC MAIL TO: mctague.andrew@deblasioassoc.com

Dear Sir/Madam:

This is in reference to your use of Government property located adjacent to your property at Beach Dr, North Cape May, NJ 08204. Enclosed is one copy of Department of the Army Lease No. DACW-31-1-26-0716, authorizing public park and recreational purposes on a portion of lands of the United States known as Tract No. A-1 and A-4 containing approximately .46 acres of land at the Cape May Canal Federal Navigation Project, Cape May County, New Jersey.

If satisfactory, please sign and date Department of the Army Lease No. DACW-31-1-26-0716 in the space provided and return it to this office via Electronic Mail to RE-Civil@usace.army.mil. Upon receipt of the signed instrument, the instrument will be executed on behalf of the Government and a fully executed copy will be forwarded to you for your records. Please notify this office if you would prefer to return the signed instrument through the United States Postal Service or other physical mail service.

If you have any questions, please contact Alexa Jenkinson of this office at 757-201-7072 or via electronic mail at alexa.c.jenkinson@usace.army.mil.

Sincerely,

A handwritten signature in black ink that reads "Warren Q. LaRiviere".

Warren Q. LaRiviere
Chief, Management & Disposal Branch

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
CAPE MAY CANAL
CAPE MAY, NEW JERSEY

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey whose offices are located at **2600 Bayshore Road, Villas, New Jersey 08251**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit A, A-1 and B**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of twenty-five (25) years, beginning August 24, 2026, and ending August 23, 2051.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

a. All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **Township Clerk, Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251**; and if to the United States, to the **Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CENAB-REM, 2**

Hopkins Plaza, Baltimore, Maryland 21201; or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 3.a. above; or, by email of a scanned document to RE-Civil@usace.army.mil. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail or email, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

c. Communications other than notices required under this Lease may be sent by means other than certified mail, return receipt requested, including electronic mail. Such communications include routine matters of coordination and informal exchange of information.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer ", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than December 15th of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with

those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance

shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in

connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit D**. Upon expiration, revocation or termination of this lease, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any

violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

- (iv) The number of daily and weekly hours worked;
 - (v) Any deductions made;
 - (vi) The total wages paid (including all pay and benefits provided) each pay period;
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
 - (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
 - (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
 - (xiii) The relevant covered contract;
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time

spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed

in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of

other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

36. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to Lease.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between May 11, 2026, and December 31, 2026, shall be \$13.65 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore

shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the

information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

37. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

LEASE NO. DACW31-1-26-0716

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army this _____ day of _____, 2026.

Warren Q. LaRiviere
Chief, Management and Disposal Branch
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of
_____, 2026.

TOWNSHIP OF LOWER

Frank Sippel

Mayor

CERTIFICATE OF AUTHORITY

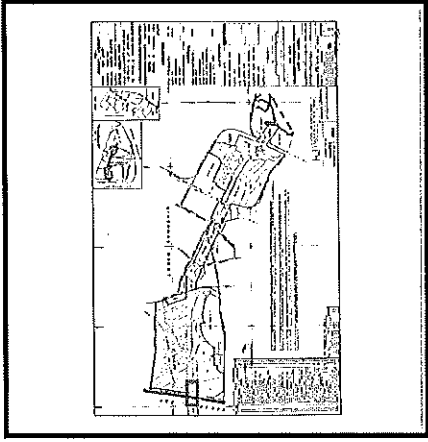
I, _____, certify that I am the _____
(Name) (Secretary or Attesting Officer)
of the _____, named as grantee/lessee/licensee herein;
(Agency Name)
that _____, who signed this Agreement on behalf
(Officer Name)
of said _____, was then _____
(Agency Name) (Officer Title)
of the Agency; and that said Agreement was duly signed for and on behalf of
the _____ by authority of its governing body and is
(Agency Name)
within the scope of its statutory powers.

Signed, _____
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.

Outgrant No. DACW31-1-26-0716
Grantee: Lower Township, NJ
Project: Cape May Canal



LEGEND

EXHIBIT A

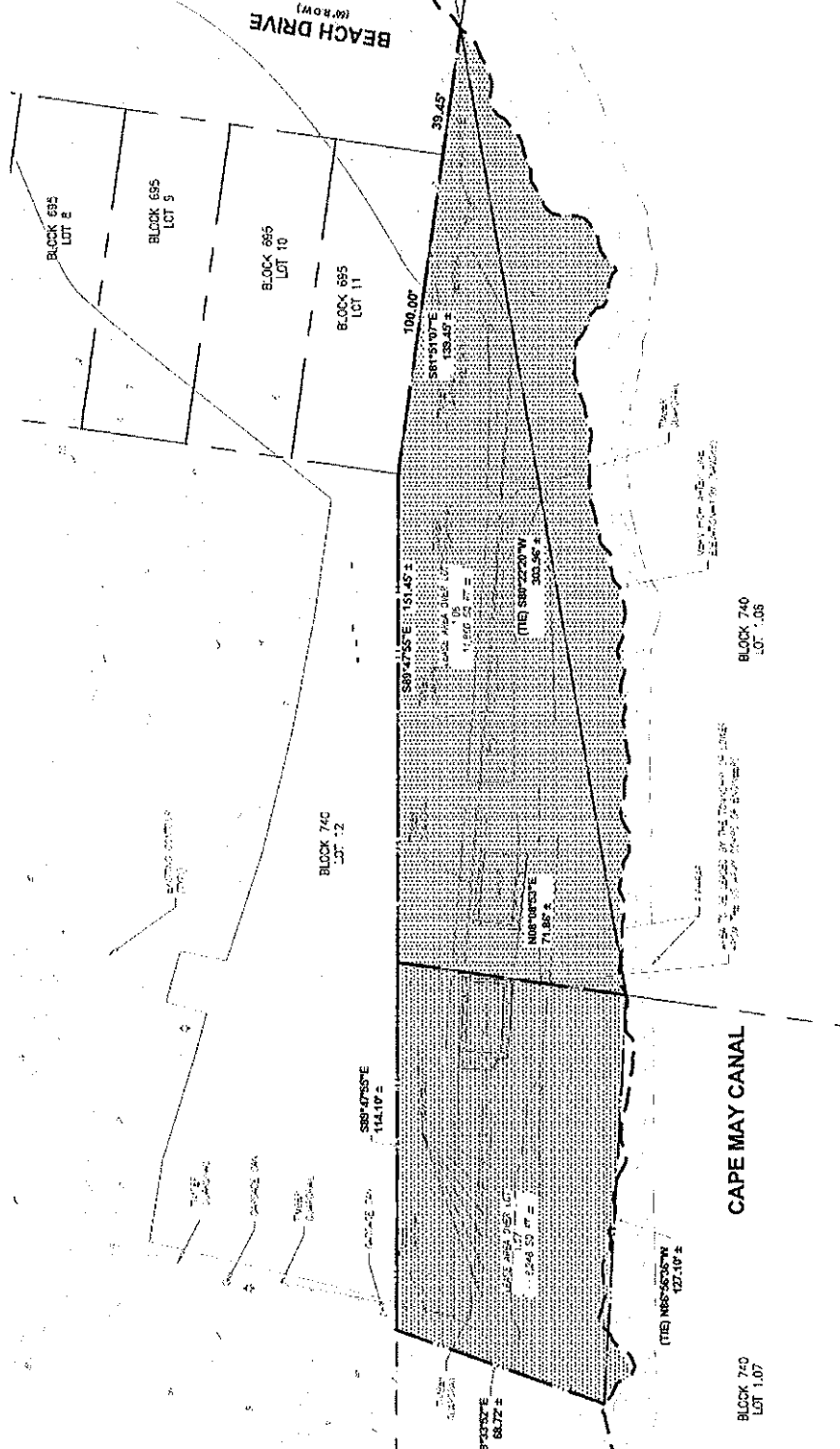
TRACT	ACRES
A-1/A-4	.46

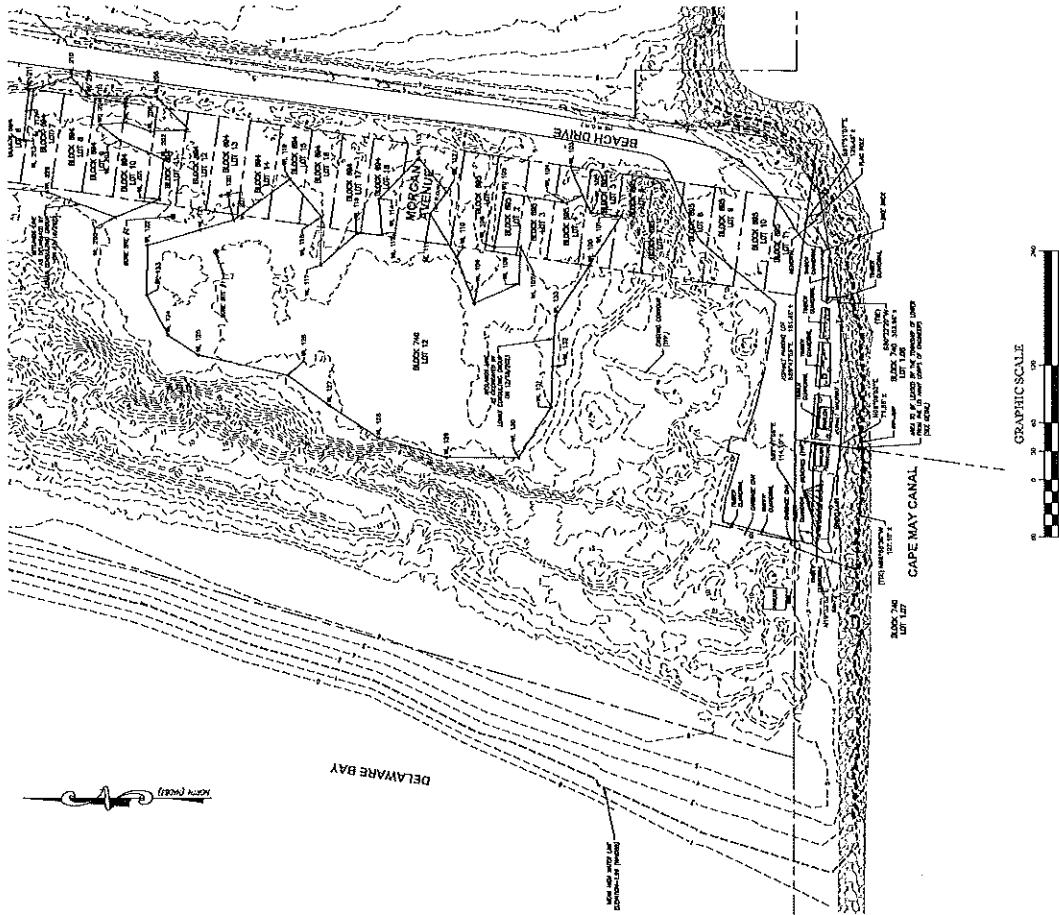
Imagery Source:
NJ GeoWEB
Project Segment Mapping

Lease

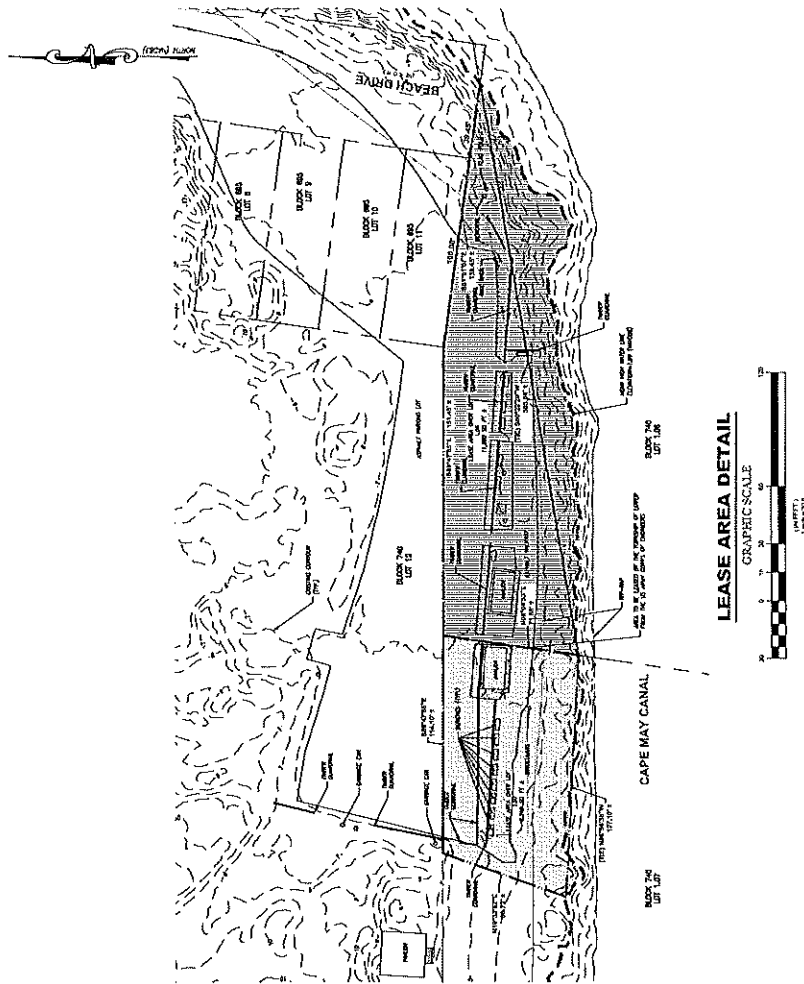


US Army Corps
of Engineers
Baltimore District





GRAPHIC SCALE
0 10 20 30
FEET



LEASE AREA DETAIL
GRAPHIC SCALE
0 10 20 30
FEET

- SURVEY NOTES:**
1. ELEVATIONS SHOWN HEREIN WERE ESTABLISHED WITH ACTUAL FIELD DATA AND ARE NOT TO BE CONSIDERED AS A SUBSTITUTE FOR A PROFESSIONAL SURVEY.
 2. ELEVATIONS SHOWN HEREIN ARE IN FEET AND NOT TO THE NORTH AMERICAN VERTICAL DATUM OF 1988.
 3. HORIZONTAL CONTROL IS REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD 1983).
 4. PROPERTY AND RIGHT-OF-WAY LINES SHOWN ARE APPROXIMATE. LOCATIONS OF BOUNDARY CORNERS, CORNERS, AND LOTS ARE SHOWN FOR GRAPHICAL INFORMATION ONLY AND HAVE NOT BEEN FIELD VERIFIED.

Exhibit A-1

EXISTING CONDITIONS/
LEASE AREA PLAN

**DEBLASIO &
ASSOCIATES**

CONSULTING ENGINEERS AND PLANNERS
402 NEW JERSEY AVENUE
NEW JERSEY 07030
PHONE (908) 544-1231
FAX (908) 544-1232

DAVID DODGLASS, INC.
PARK IMPROVEMENTS
BLOCK 740 LOTS 1.08 & 1.07
CAPE MAY COUNTY, NEW JERSEY

DATE: 1/17/2002
BY: JET

CORROTOR: DEBLASIO & ASSOCIATES, P.A. - ALL RIGHTS RESERVED
HENRY V. ENGEL III
DATE: 1/17/2002

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE 609-864-3311 • FAX: 609-864-4323

Being all that certain lot, tract or parcel of land situate in the Township of Lower, County of Cape May and State of New Jersey, bound and described as follows:

Beginning at a point in the Southerly line of Beach Drive (60 feet wide), said point being where the same is intersected by the mean high water line of Cape May Canal, said point also being South 81 degrees 51 minutes 07 seconds East, a distance of 39.45 +/- feet from a point where the Westerly line of Beach Drive is intersected by the Southerly line of Lot 11 in Block 695 as shown on the Tax Map of the Township of Lower; extending thence

1. Southwesterly, along the mean high water line of Cape May Canal, the various courses and distances to a point where the same is intersected by the division line between Lot 1.06 and Lot 1.07 in Block 740 on said Tax Map (having a tie bearing and distance of South 80 degrees 22 minutes 20 seconds West, a distance of 303.96 +/- feet from the beginning of this course); thence
2. North 8 degrees 08 minutes 53 seconds East, along the said division line, a distance of 71.86 feet to a point in the Southerly line of Block 740 on said Tax Map; thence
3. South 89 degrees 47 minutes 55 seconds East, along the said line of Lot 12, a distance of 151.45 +/- feet to a point in the Southerly line of Lot 11 in Block 695; thence
4. South 81 degrees 51 minutes 07 seconds East, along the same and along the Southerly line of Beach Drive, a distance of 139.45 +/- feet to the Point of Beginning.

Containing 11,860 +/- square feet

Being known as a proposed lease area over part of Lot 1.06 in Block 740, as shown on an Existing Conditions/Lease Area Plan for David Douglass Sr. Park Improvements, Block 740 Lot 1.06 & Lot 1.07, Township of Lower, Cape May County prepared by DeBlasio & Associates, Wildwood, NJ dated December 23, 2025.

Being subject to any easements or restrictions of record.

Description prepared December 23, 2025.

Project No LTC043



Henry V. Engel III, PLS
NJ License No. 35833

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE 609-864-3311 • FAX: 609-864-4323

Being all that certain lot, tract or parcel of land situate in the Township of Lower, County of Cape May and State of New Jersey, bound and described as follows:

Beginning at a point in the division line between Lot 1.06 and Lot 1.07 in Block 740 as shown on the Tax Map of the Township of Lower, said point being where the said division line is intersected by the Southerly line of Lot 12 in said Block, said point also being the following two courses and distances from the intersection of the Westerly line of Beach Drive (60 feet wide) with the Easterly line of Lot 11 in Block 695 on said Tax Map:

- A. North 81 degrees 51 minutes 07 seconds West, along the said line of Lot 11, a distance of 100.00 feet to a point in the Southerly line of Lot 12 in Block 740 on said Tax Map; thence
- B. North 89 degrees 47 minutes 55 seconds West, along the said line of Lot 12 in said Block, a distance of 151.45 +/- feet to the True Point of Beginning; and extending thence
1. South 8 degrees 8 minutes 53 seconds West, along the division line between Lot 1.06 & Lot 1.07 in Block 740, a distance of 71.86 +/- feet to a point in the mean high water line of Cape May Canal; thence
2. Westerly along said mean high water line, the various courses and distances to a point the said mean high water line (having a tie bearing and distance of North 86 degrees 56 minutes 36 seconds West, a distance of 127.10 +/- feet from the beginning of this course); thence
3. North 19 degrees 33 minutes 52 seconds East, through Lot 1.07 in Block 740, a distance of 68.72 +/- feet to a point in the Southerly line of Lot 12 in Block 740 on said Tax Map; thence
4. South 89 degrees 47 minutes 55 seconds East, along the same, a distance of 114.10 +/- feet to the True Point of Beginning.

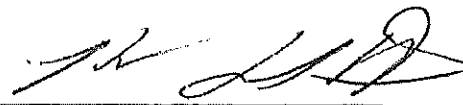
Containing 8,248 +/- square feet

Being known as a proposed lease area over part of Lot 1.07 in Block 740, as shown on an Existing Conditions/Lease Area Plan for David Douglass Sr. Park Improvements, Block 740 Lot 1.06 & Lot 1.07, Township of Lower, Cape May County prepared by DeBlasio & Associates, Wildwood, NJ dated December 23, 2025.

Being subject to any easements or restrictions of record.

Description prepared December 23, 2025.

Project No LTC043



Henry V. Engel III, PLS
NJ License No. 35833

Operation and Maintenance Plan

For

David Douglass Sr. Memorial Park

The Township of Lower, Cape May County, New Jersey

Location

The approximate location of the center of the project area is at 49,332'N and 360,586'E in New Jersey State Plane Coordinates. The project area is located within portions of Block 695, Lots 1 to 14 (Delaware River & Bay Authority), Block 740, Lots 12 (Township of Lower), 1.06, and 1.07 (US Army Corps of Engineers), and the Beach Drive right-of-way (Township of Lower). The site can be accessed from the southern terminus of Beach Drive. Areas to the west of David C. Douglass, Sr. Memorial Park contain dune systems, public accessways, and free public beaches. Directly to the east of the subject site is Beach Drive and the highly trafficked Cape May Lewes Ferry terminal. The Cape May Canal is located directly south of the project site.

Site Description

David C. Douglass, Sr. Memorial Park is a municipally owned open space located on Beach Drive in the North Cape May section of Lower Township, Cape May County, New Jersey. Located along the northern side of the Cape May Canal, the park provides waterfront public access to visitors. Named in memoriam of Patrolman David C. Douglass, Sr., a Lower Township police officer who was killed in the line of duty in 1994, the park serves as a memorial to Patrolman Douglass and all first responders. The park's existing features include informal trails that lead to the Delaware Bay, small pavilions, tables, benches, a parking area, asphalt walkways, and scenic views of the New Jersey Coast. Presently the infrastructure and amenities in the park are in need of upgrades to better accommodate public access, park usage demands, and to ensure compliance with the Americans with Disabilities Act (ADA).

Proposed Improvements

The Township of Lower has initiated a comprehensive redevelopment plan for David C. Douglass, Sr. Memorial Park to address longstanding deficiencies in public access, visitor safety, and facility usability. The scope of work includes the construction of a new memorial for David C. Douglass, Sr., a fully ADA compliant restroom facility (located on Township Property), ADA-accessible ramps, walkways, and beach access, reorganization of vehicular and pedestrian circulation and parking areas, installation of supporting utility infrastructure, and safety upgrades throughout the site.

Operations and Maintenance

This Operations and Maintenance (O&M) Plan outlines the procedures, responsibilities, and standards for the ongoing operation, inspection, and maintenance of David Douglass Sr. Memorial Park. The intent of this plan is to ensure the park remains safe, accessible, functional, and attractive for public use while protecting public investment.

Park Improvements Covered

This O&M Plan applies to the following park features and amenities:

- Memorial Statue
- Shade Structures/Pavilions
- Picnic tables
- Benches
- Fencing
- Parking area
- Concrete Sidewalk
- Fully ADA-compliant restroom facility
- ADA-accessible ramps and walkways
- Beach access
- Educational signage
- Security lighting

Ownership and Responsibility

The park and associated improvements are owned by the Township. The Township shall be responsible for all operations, inspections, maintenance, and repairs associated with the park facilities.

Maintenance Activities:

Shade Structures and Pavilions, Lighting

- Inspect structural elements (posts, beams, roof, footings) for damage, rot, corrosion, cracking or vandalism.
- Clean surfaces and remove graffiti.
- Repair or replace damaged materials.

Frequency:

- Visual inspection: Weekly
- Cleaning: Daily
- Structural review: Annually

Picnic Tables, Benches, Fencing, Signage, Memorial

Maintenance Activities:

- Visually inspect for damage.
- Clean surfaces and remove debris or graffiti.
- Repair, refinish, or replace damaged components.

Frequency:

- Visual inspection: Weekly
- Cleaning: Daily
- Repair/refinishing: Annually or as required

Parking Area

Maintenance Activities:

- Inspect asphalt surface for cracks, potholes.
- Maintain pavement markings, including ADA parking spaces and signage.
- Remove trash and debris.
- Snow and ice removal during winter months.

Frequency:

- Inspection: Quarterly
- Sweeping/cleaning/snow removal: As needed
- Resurfacing or sealing: As recommended by pavement condition

Concrete Sidewalk

Maintenance Activities:

- Inspect for cracks, settlement, tripping hazards, and surface deterioration.
- Repair cracks and uneven areas promptly.
- Keep walkways clear of debris, sand, and vegetation.
- Snow and ice removal as required.

Frequency:

- Inspection: Weekly
- Sweeping/cleaning/snow removal: Daily
- Repairs: As needed

ADA-Accessible Ramps and Walkways

Maintenance Activities:

- Inspect slopes, handrails, edge protection, and surface conditions.
- Ensure no obstructions impede accessible routes.
- Repair any settlement, cracking, or handrail damage.

Frequency:

- Inspection: Daily
- Repairs: As needed to maintain ADA compliance

Restroom Facility

Maintenance Activities:

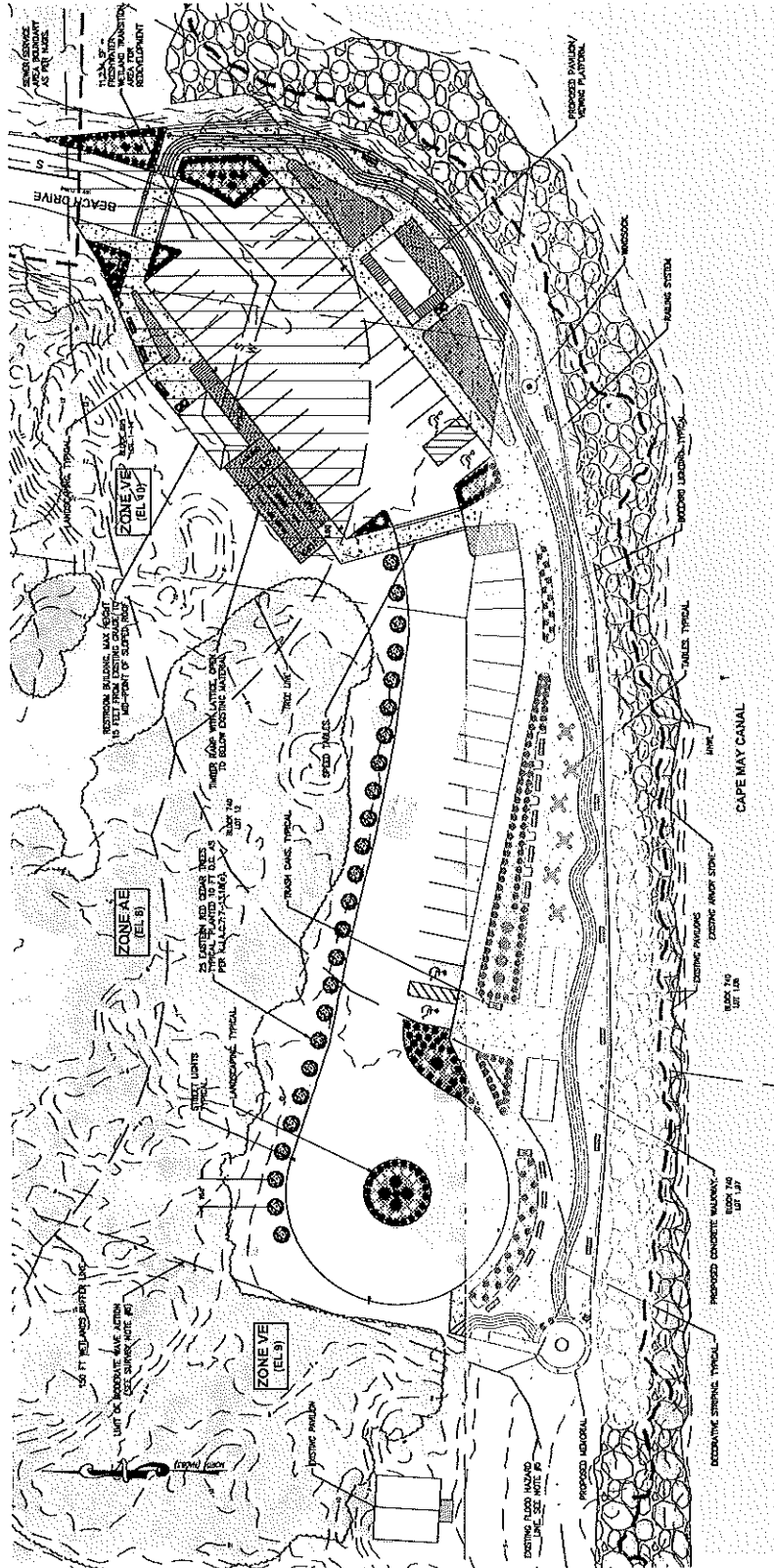
- Routine cleaning of fixtures, floors, walls, and surfaces.
- Inspect plumbing, lighting, ventilation, and door hardware.
- Ensure ADA features (grab bars, clearances, accessible fixtures) remain functional and unobstructed.
- Restock supplies (toilet paper, soap, paper towels).
- Perform seasonal winterization and spring start-up.

Frequency:

- Cleaning: Daily
- Inspection: Weekly
- Mechanical/plumbing inspection: Annually

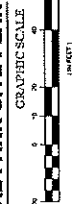
Plan Review and Updates

- This O&M Plan shall be reviewed updated annually per the terms of a park Lease Agreement between the United States of Army Corps and the Township.



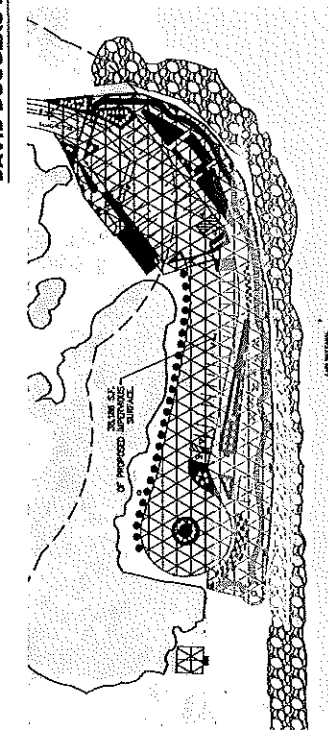
DAVID DOUGLAS SR. MEMORIAL PARK SITE PLAN

SCALE: 1"=50'



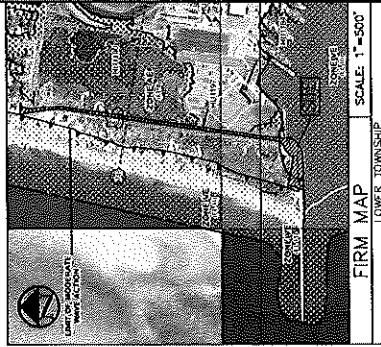
TOTAL IMPERVIOUS COVERAGE LIMITS	
TOTAL LAND AREA	754,021 SF (17.31 ACRES)
TOTAL NET LAND AREA	49,967 SF (1.15 ACRES)
EXISTING IMPERVIOUS COVERAGE	39,400 SF
EXISTING IMPERVIOUS COVERAGE TO BE REMOVED	1,214 SF
TOTAL PROPOSED IMPERVIOUS COVERAGE AFTER PROJECT CONSTRUCTION	38,186 SF

NOTES:
 1. EXISTING ARE NOT COVERED A MAJOR REQUIREMENT AS DETERMINED BY MAPS 7-8-12
 2. LESS THAN ONE PERCENT OF TOTAL AREA
 3. DEDICATED TO THE USE OF IMPROVED SURFACE
 4. DEDICATED TO THE USE OF IMPROVED SURFACE
 5. DEDICATED TO THE USE OF IMPROVED SURFACE
 6. DEDICATED TO THE USE OF IMPROVED SURFACE



PROPOSED IMPERVIOUS COVERAGE

SCALE: 1"=40'



MAP NUMBER: 34009002270 & 34009002290
 FROM: (1) FLOOD INSURANCE RATE MAP; (2) MAP COUNTY, NJ

- NOTES:
1. ALL SITE ELEMENTS TO BE THE COUNTY, NEW JERSEY, AND DEEDS AS PER THE DATE.
 2. ANY COUNTY OPEN SPACE PLANNING OF PROPOSED FLOOD ZONES AT (EL. 9).
 3. (EL. 9) AND (EL. 10) FOR FLOOD INSURANCE RATE MAP PANEL.
 4. THE BOTTOM OF THE LOWEST SURROUNDING HORIZONTAL STRUCTURAL MEMBER OF THE PROPOSED EXTENSION BEARING CAP (S) WILL BE SITUATED AT A MINIMUM OF 1.0 FEET ABOVE THE FLOOD PLANE.
 5. THE PROPOSED EXTENSION BEARING CAP (S) SHALL BE SUPPORTED ON A FULL FOUNDATION WITH BRICKLAYER WALLS.
 6. SPECIAL FLOOD HAZARD PROHIBITORY ZONE (S) SHALL BE SITUATED AT A MINIMUM OF 1.0 FEET ABOVE THE FLOOD PLANE.
 7. LIMIT OF ADJACENT WATERSHED SHALL BE SITUATED AT A MINIMUM OF 1.0 FEET ABOVE THE FLOOD PLANE.
 8. THE PROPOSED PAVEMENT/VEHICLE PLATFORM SHALL BE OPEN TO FLOODING WITH NO ENCLOSURES ABOVE OR BELOW THE FLOOR.

ISSUED FOR PERMITTING

Exhibit C

SITE PLAN

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS
 1000 N. J. HIGHWAY 100
 SUITE 100
 FREEHOLD, NJ 08001
 PHONE: (609) 854-3011
 FAX: (609) 854-3012
 WWW.DBLASIO.COM

DAVID DOUGLAS SR.
 PARK IMPROVEMENTS
 TOWNSHIP OF LOWER
 CAPE MAY COUNTY, NEW JERSEY

DATE: 10/27/2020
 DRAWN BY: JAC
 CHECKED BY: JAC

MARC A. DEBLASIO, PE
 DATE: 10/27/2020

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 1 of 5

USACE Facility: New Jersey Intracoastal Waterway Federal Navigation Channel**Parcel/Site Location and Description:** David Douglass Memorial Park, Lot 1.07, See the attached maps.**Proposed Real Estate Action Description:** The Environmental Condition of Property assessment was performed to identify environmental conditions on the subject site before execution of a real estate transaction between the USACE and Lower Township for the construction of park enhancements.**SITE SUMMARY INFORMATION**

1. Information regarding site uses and any hazardous materials, contamination, or conditions. Reasonably obtainable and pertinent files, records, reports and aerial photographs were reviewed, and a site inspection was conducted on 18 May 2026 to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions is provided for each environmental condition.

A. Parcel/Site Uses:

Prior Uses: This parcel contained federal navigation structures including a jetty root, parking, sandy areas with vegetation prior to construction of a township park and improvements.

Current Uses: The parcel is used for recreational activities as a township park with sidewalks, benches, a gazebo, signs adjacent to rubble mound and concrete stabilization of the navigation channel banks.

Future Uses: Improvements to the Township Park area per the plans.

B. Contaminants: ☐ Yes ☒ No ☐ Unknown

If yes, identify contaminant and media:

No contaminants were identified or observed during a site visit on 14 May 2026 or through a review of reasonably obtainable government records for the subject site.

Source of information: The visual site inspection on 14 May 2026 and a review of reasonably obtainable New Jersey Department of Environmental Protection records did not reveal or document any spills or environmental issues on the subject site or immediately adjacent properties.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☐ Yes ☒ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of Hazardous Materials (HM): N/A

Type of Use and Storage of HM: N/A

Source of information: The visual site inspection on 14 May 2026 did not identify buildings, pads, or storage areas at the subject site and a review of reasonably obtainable government records did not reveal or document any hazardous materials use, disposal, or storage on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal (TSD) of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify buildings, pads, or storage areas on the subject site, and a review of reasonably obtainable government records did not reveal or document any TSD facilities on the parcel or on adjacent properties that would have impacted the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks (USTs): ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection did not identify pads, piping, or vents on the subject site and the review of reasonably obtainable government records did not reveal or document any USTs on the site or on adjacent properties that would have impacted the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST		Page 2 of 5
F. Aboveground Storage Tanks (ASTs): ☐ Yes ☒ No ☐ Unknown Source of information: The visual site inspection on 14 May 2026 did not identify pads, piping, or vents on the subject site and the review of reasonably obtainable government records did not reveal or document any USTs on the site or on adjacent properties that would have impacted the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
G. Presence of Polychlorinated Biphenyls (PCB's): ☐ Yes ☒ No ☐ Unknown Source of information: The visual site inspection on 14 May 2026 did not identify pad-mounted or pole-mounted transformers or the presence of PCBs on the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
H. Asbestos: ☐ Yes ☒ No ☐ Unknown Source of information: Observations during the visual site inspection did not identify indications of asbestos-containing materials on the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
I. Lead-Based Paint: ☐ Yes ☒ No ☐ Unknown Source of information: Observations during the visual site inspection did not identify indications of lead-based paint on the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
J. Radon: ☐ Yes ☒ No ☐ Unknown Source of information: No testing was performed at the subject site. The EPA Radon Zone Maps for the State of NJ indicated that the subject site is located in Zone 3 – Low Potential which has a predicted average indoor radon screening level of less than 2 pCi/L. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown Source of information: The visual site inspection on 14 May 2026 did not identify radiological materials present on the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown Source of information: The visual site inspection on 14 May 2026 did not identify solid/bio-hazardous wastes present on the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		
M. Munitions and Explosives of Concern: ☐ Yes ☒ No ☐ Unknown Source of information: The visual site inspection on 14 May 2026 did not identify known munitions or explosives of concern present on the subject site. Restrictions or Land Use Controls: ☐ Yes ☒ No If yes, please identify and explain in detail in Section 2 below.		

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 3 of 5

N. Threatened or Endangered Species: ☐ Yes ☒ No ☐ Unknown

Source of information: A review of U.S. Fish and Wildlife Service's and NOAA Fisheries consultations done for dredging of the canal indicate that no dredging/in-water work can occur between April 15 and Sept 15 of any year. USACE did not consult for work on the adjacent land or on the adjacent beach as part of the federal navigation project. Consultations done for beneficial use placement in the nearshore at Cape May Meadows/Point indicate potential concerns for Red Knot, Piping Plovers and Sea Beach Amaranth, but this is not adjacent to the site in question.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify natural or cultural resources of concern on the subject site. The PM is unaware of any cultural resources on USACE property.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: The adjacent property currently consists of dunes, beach and vegetation to the west and north. DRBA's Cape May Ferry Terminal to the east and the NJ Intracoastal Waterway federal navigation channel immediately to the south. The north jetty to the west is also a component of the federal navigation project. Source of information: The visual site inspection conducted on 14 May 2026 and a review of historic aerial photographs for the subject site and vicinity from 1985 to 2026.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation: ☐ Yes ☒ No ☐ Unknown

Source of information: A review of State and local records did not indicate any NOV's issued for the subject site and immediately adjacent properties.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above:

N/A

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

Based on a visual site inspection and real estate records available from USACE, no land use controls are in place on the subject site.

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 4 of 5

3. Signature:

Based on the records reviews, site inspections, and interviews conducted for the proposed real estate action, the environmental conditions of the property are as stated in this document and this property is suitable for outgrant or transfer with the inclusion of the Land Use Controls identified above.

Environmental Condition of Property Checklist Preparer:

Monica Chasten
Project Manager
USACE Philadelphia District

Technical Support Branch Chief

GOLDBERG.KENNET
H.S.1229189278

Digitally signed by
GOLDBERG.KENNETH.S.1229189278
Date: 2026.07.02 12:01:14 -04'00'

July 2, 2026

Kenneth S. Goldberg, PE, PMP

Date

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 5 of 5

Data Gaps

The ECP checklist was performed in accordance with the ASTM E1527-05 and is limited to the practices set forth in the standard. Exceptions include the following data gaps:

- Interviews with the past owners regarding the subject property were not conducted. This property has been owned by USACE since approximately 1940.
- Aerial photographs were reviewed for the years 1985 through 2026 using Google Earth software.
- A title search was not included in the scope of work.
- An evaluation of the property value per the ASTM E1527-05 was not included in the scope of work.

8/1/2026 through 8/31/2026

Page 1

Date	Account	Num	Description	Memo	Category
	INCOME				5,780.00
	Bus Lic 2026				3,430.00
	Short Term Rental 2026				1,370.00
	Vac Prop Reg				500.00
	Yard Sales				105.00
	Year Round Rental				375.00
	TRANSFERS				-5,780.00
	Council Checking				-5,780.00
			OVERALL TOTAL		0.00

[illegible]

AUGUST 2026
VITAL STATISTICS

Marriages,Civil Unions	17
Domestic Partners	0
Ceritified Copies	112
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$425.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$51.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,120.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

TOTAL	\$1,596.00
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