

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
AUGUST 17, 2026 – 5:00 p.m.

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

Work Session

Proclamation -Turn the Towns Teal

Consent Agenda

Approval of Minutes – August 3, 2026

Res. #2026-272 Authorization for the Payment of Vouchers \$1,749,665.32

Res. #2026-273 A Resolution Authorizing a Shared Services Agreement with the County of Cape May for Animal Sheltering Services

Res. #2026-274 Approval for Save a Life Day (September 24, 2026)

Res. #2026-275 Authorization for Refund of Taxes

Res. #2026-276 A Resolution Recognizing September as Ovarian Cancer Awareness Month and Authorizing Participation in the "Turn the Towns Teal" Campaign

Res. #2026-277 A Resolution Authorizing the Bikes and Beers Cape May Brewing 5K and Bike Ride Event (September 12, 2026)

Res. #2026-278 Approval of Refund for the First Session of the Township Summer Camp Program, June & July 2026 (T. Pritchard, \$240)

Res. #2026-279 A Resolution Approving an Agreement Between the Township of Lower and Donald Vanaman, Lower Township Chief of Police

Res. #2026-280 Appointment of Lower Township Hearing Officer as a Professional Service Contract without Public Bidding (M. Lou Garty, Esq., NTE \$7,500.)

Engineer Report

Administrative Reports

Clerk, Dog, Tax, Vital

Public Comment

Council Comments

Closed Session

Res. #2026-281 A Resolution Providing for a Meeting Not Open to the Public in accordance with the provisions of the New Jersey Open Public Meetings Act, NJSA 10:4-12 Litigation, Attorney-Client Privilege

Council may return to Open Session to take action on an issue discussed in Closed Session

Res. #2026-282 A Resolution Authorizing the Execution of a Consent Order and Settlement Payment to Resolve Pending Litigation

Adjourn

COUNCIL MEETING MINUTES – August 3, 2026

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on August 3, 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
Councilmember Roland Roy, Jr.
Deputy Mayor Kevin Coombs
Mayor Frank Sippel

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

Work Session

Presentation – Deputy Manager, Christina Lewis, gave a power point presentation on the benefits of having a Shared Court with Middle Township and Wildwood Crest.

Consent Agenda

Approval of Minutes – July 20, 2026

Res. #2026-264 Authorization for the Payment of Vouchers \$990,379.13

Res. #2026-265 Reappointment to the Planning Board (R. Roach, Jr.)

Res. #2026-266 Bid Acceptance and Contract Award for Judge Nathaniel Foster House Phase 2 (DKC Contractors LLC, \$169,035.)

Res. #2026-267 Approving a Professional Service Contract with DeBlasio & Associates to Prepare and Submit an Application for the FY2027 Clean Water Beverly Road Storm Sewer Replacement Project (LT-C-078)

Res. #2026-268 A Resolution Authorizing and Approving the Renewal of a Shared Service Agreement Between the Township of Lower and the Township of Middle for Shared Municipal Court Administrator Services

Res. #2026-269 Authorization for Refund of Taxes

Res. #2026-270 A Resolution Authorizing Execution of a Declaration of Encumbrance and Certification of the Recreation and Open Space Inventory in Connection with the Green Acres-Funded Jake's Law Playground at Rotary Park Project

Res. #2026-271 Approval of Change Order #1 Final to South State Inc. for the Reconstruction of Beach Avenue and Delaware Avenue (Spruce to Frances)

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

Regular Agenda

Ord. #2026-14 An Ordinance Amending Chapter 7, Traffic, Article I, General Provisions, of the Code of the Township of Lower. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

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

Ord. #2026-15 An Ordinance Amending Chapter 400, Land Development, and Chapter 432, Mercantile Licenses, of the Code of the Township of Lower to Increase the Maximum Number of Class 5 Cannabis Retail Licenses from Two to Three. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Kelly Scardone, 227 E Raleigh Ave, asked about the location where the proposed cannabis licenses will go and who is requesting them.

Solicitor Belasco informed that there are specific zones in which the cannabis license can be used and explained which areas of the Township are currently zoned for said use.

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

Administrative Reports

Tax

Call to the Public

Mayor Sippel reminded of the intent of and conduct expected during Public Comment.

Angela Clarke, 903 Rosehill Parkway, stated she was appreciative of the infrastructure upgrades within the Township; however, she expressed concerns over the current water project in North Cape May in which there's a staging area outside of her home. She expressed displeasure with the loud noises, dirt and construction. She requested the Township arrange a new staging area.

Gary Jacques, 43 Birch Rd, addressed Council about issues with Short-term Rentals causing disturbances due to people coming and going, and pointed out there are 5-6 vacation rentals registered on his block. He suggested raising the occupancy tax to 5% and asked Council to take into consideration having a minimum rental period.

Matthew Salasin, 48 Croydon Dr, addressed Mayor and Council with concerns about Flock Cameras and the discrepancies with them. He requested Mayor and Council consider removing them from the Township.

David & Lisa De Shields, 901 Rose Hill Parkway, expressed concerns with dust and debris from the water main project by their home in North Cape May. They also voiced concern about public safety in that area, as cars are speeding up and down Rose Hill and missing the stop sign and requested some type of radar detection.

Manager Laffey pointed out that the water main project in North Cape May is a MUA project and agreed to reach out to the MUA to address some of these concerns.

Ted Rose, 212 E Raleigh Ave, expressed concerns about speeding in Diamond Beach due to people coming off the bridge on Pacific Ave and suggested some type of traffic calming measure in that area.

Umberto Parrotta, 400 E Raleigh Ave, thanked Deputy Manager Lewis for the presentation on shared Court and asked where the judge will be selected from as well as the cost savings for the shared services. Lastly, he requested the stop sign at the corner of 400 E Raleigh Ave be cleared of brush and trees.

Council Comments

Councilmember Conrad commented on the public access at Village Rd and said they're working on the Emergency access. He also commented on the concert series going very well.

Councilmember Wareham commented on the confusion with Township Roads vs. County Roads and said he asked the County for a current list and status of all County Road projects. He also commended the Recreation Department for a great job with the Coombs-Douglas Run.

Councilmember Roy recommended that house numbers be clearly displayed on properties so emergency vehicles can easily identify them.

Deputy Mayor Coombs commended the Public Works Department on a great job fixing the pumps and remediating the flooding caused by the storm.

Mayor Sippel explained that the occupancy tax is set forth by the State and 3% is the max that can be charged. He also reminded of National Night Out on August 4th and the children's benefit concert on Wednesday, August 12th to include two bands as well as a drone show. He also thanked everyone involved for the success of the police camp this year.

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 5:41 p.m.

Frank Sippel, Mayor

Township Clerk

Approved:

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

RESOLUTION #2026-272

Title: **AUTHORIZATION FOR THE PAYMENT OF VOUCHERS**

TOTAL COMPUTER GENERATED: \$1,749,665.32

TOTAL BILL LIST \$1,749,665.32

	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 August 17, 2026.

Karen S. Fournier, Township Clerk

Ranges		Item Status		Purchase Types	Misc		
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y		Bld: Y State: Y Other: Y Exempt: Y	P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All		
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00080		AMERIHEALTH					
26-01918	08/07/26	AUGUST 2026 HEALTH INS	Open	\$367,456.97	\$0.00		
00153		ATLANTIC CITY ELECTRIC					
26-01962	08/12/26	ATLANTIC CITY ELECT- ST LIGHTS	Open	\$45,291.61	\$0.00		
00189		AUSTINS SPORTS CENTER					
26-01767	07/21/26	ADDITIONAL CAMP SHIRTS	Open	\$279.00	\$0.00		
00199		AUTO ZONE INC					
26-01865	07/30/26	CENTER PUNCH/DPW	Open	\$11.69	\$0.00		
00257		BAYSHORE LANDSCAPING INC					
26-00040	01/08/26	RES#26-49 FINAL YEAR CONTRACT	Open	\$13,337.00	\$0.00		B
00928		CAPE MAY COUNTY CLERK					
26-01899	08/04/26	2026 Primary Election Ballots	Open	\$9,376.86	\$0.00		
01125		MARGARET CROMPTON					
26-00248	01/28/26	RETIRED MEDICARE SUPPLEMENT	Open	\$100.00	\$0.00		B
01171		VERIZON WIRELESS - TOWNHALL					
26-01965	08/13/26	VERIZON IPHONE #723051842-0001	Open	\$1,689.48	\$0.00		
01201		DELL MARKETING LP					
26-01837	07/28/26	Replacement Computer Jill	Open	\$2,460.73	\$0.00		
01643		WILLIAM GALESTOK					
26-01957	08/11/26	REIMBURSE MEMBERSHI AICP	Open	\$99.00	\$0.00		
01653		GENTILINI FORD					
26-01294	06/04/26	PARTS/TRUCK/DPW	Open	\$1,302.89	\$0.00		
01741		GENTILINI CHEVROLET, LLC					
26-01660	07/09/26	PARTS FOR TRUCK/DPW/AUG	Open	\$349.24	\$0.00		
01806		ANTHONY J HARVATT, II, ESQ					
26-01906	08/05/26	ZBA RESOLUTION VOUCHERS	Open	\$1,000.00	\$0.00		
01973		LOGIN INC.					
26-01920	08/07/26	IACPNET ANNUAL RENEWAL 2026	Open	\$875.00	\$0.00		
02108		KEEN COMPRESSED GAS CO					
26-01874	07/30/26	COMPRESSED GAS/ JULY/DPW	Open	\$448.24	\$0.00		
02183		KLENSWITE POOL SPA SUP.CO INC					
26-01677	07/09/26	JULY MONTHY	Open	\$362.18	\$0.00		

Vendor #	P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02183			KLENSWITE POOL SPA SUP.CO INC					
					<i>Account Continued</i>			
26-01755		07/20/26	INSTALL CHLORINE FEEDERS & VAT	Open	\$697.30	\$0.00		
26-01840		07/28/26	CHLORINE DELIVERY 7/23/26	Open	\$386.00	\$0.00		
26-01930		08/07/26	CHLORINE DELIVERY 7/30/26	Open	\$338.00	\$0.00		
			Vendor Total:		\$1,783.48			
02292			DONALD LOMBARDO					
26-01956		08/10/26	MEDICAL CLAIMS-M	Open	\$790.17	\$0.00		
02410			MAGLOCLEN					
26-01897		08/04/26	ANNUAL RENEWAL 7/1/26-6/30/27	Open	\$400.00	\$0.00		
02725			THOMAS MILLS					
26-01955		08/10/26	MEDICARE SUPPLEMENT	Open	\$830.00	\$0.00		
03105			NORTHERN TOOL & EQUIPMENT					
26-01869		07/30/26	GUARD RAIL CMCMUA REPAIR	Open	\$134.98	\$0.00		PC1
03449			EUROFINS DRINKING WATER, LLC					
26-01492		06/19/26	2026 SEASONAL POOL CONTRACT	Open	\$223.50	\$0.00		
03607			SEASHORE FOOD SUPPLY					
26-01727		07/16/26	FOOD FOR NATIONAL NIGHT OUT	Open	\$398.64	\$0.00		
26-01872		07/30/26	FOOD FOR BAY RUN 8/01/26	Open	\$1,106.72	\$0.00		
			Vendor Total:		\$1,505.36			
03611			SERVICE TIRE TRUCK CENTERS					
26-01299		06/04/26	TIRES/RDS/SANT/RECY/DPW/	Open	\$5,490.24	\$0.00		
03810			MUNICIPAL UTIL AUTH USAGE COST					
26-01964		08/13/26	WATER BILL 4/15- 7/15/26	Open	\$316.28	\$0.00		
03915			TURF EQUIPMENT & SUPPLY CO					
26-01135		05/22/26	MOWER PARTS/DPW	Open	\$645.60	\$0.00		
03935			STAPLES BUSINESS ADVANTAGE					
26-01806		07/27/26	Office Supplies	Open	\$444.98	\$0.00		
03985			VILLAS NAPA AUTO PARTS					
26-01633		07/07/26	RDS/SANT/RECY/DPW/AUG.	Open	\$4,326.07	\$0.00		
04097			CINTAS FIRST AID AND SAFETY					
26-01941		08/07/26	RE-STOCK CLEM MULLIGAN	Open	\$72.22	\$0.00		
26-01963		08/13/26	TOWNHALL RESTOCK 8/12/26	Open	\$42.99	\$0.00		
			Vendor Total:		\$115.21			
05083			ALLEGRA MARKETING,PRINT & MAIL					
26-01927		08/07/26	911 CEREMONY POSTERS	Open	\$130.00	\$0.00		
06038			ALIANO BROTHER GENERAL CONTACT					
26-00418		02/25/26	RES #2026-105 DPW BUILDING	Open	\$315,191.13	\$0.00		B

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6059		USABLE LIFE					
26-01903	08/04/26	AUGUST 2026 LIFE INS	Open	\$870.75	\$0.00		
6063		CAPE MINING & RECYCLING, LLC					
26-01873	07/30/26	SEPTIC SAND ASPHALT/DPW	Open	\$1,003.79	\$0.00		
7166		PETROSH'S BIG TOP, LLC*					
26-01723	07/16/26	BOUNCE HOUSE RENTALS FOR NNO	Open	\$1,850.00	\$0.00		
7228		SOUTH STATE INC.					
26-00878	04/15/26	RES 2026-158 DIAMOND BEACH RES	Open	\$196,185.76	\$0.00		B
7348		ROBERT MARTIN JR.					
26-01952	08/10/26	MEDICAL CLAIMS M	Open	\$13.92	\$0.00		
7354		FLEETPRIDE INC.					
26-01866	07/30/26	MIXTECH /DPW	Open	\$446.50	\$0.00		
7443		R. MAXWELL CONSTRUCTION INC					
26-00886	04/16/26	MUNICIPAL POOL BUILDING REPLAC	Open	\$301,938.00	\$0.00		B
7749		WILLIAM KOCIS					
26-00846	04/14/26	2026 EQUIPMENT ALLOWANCE	Open	\$99.75	\$0.00		B
7820		DEBLASIO & ASSOCIATES, P.C					
23-02342	09/14/23	RES23-306 GIS MAP DNE 57K	Open	\$52.50	\$0.00		B
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$5,441.25	\$0.00		
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$1,227.50	\$0.00		B
25-02016	07/25/25	RES2025-260 LTC062 CARDINAL	Open	\$50.00	\$0.00		B
25-02648	10/08/25	RES 2025-338 LTC 047 RIDGEWOOD	Open	\$700.00	\$0.00		B
25-03082	11/21/25	RES 2025-380 LTC071 ARCTIC AVE	Open	\$6,745.00	\$0.00		B
25-03083	11/21/25	RES 2025-381 LTC074 LINCOLN BV	Open	\$12,000.00	\$0.00		B
25-03095	11/21/25	RES 25-384 CO #1 LTC067 CLEM	Open	\$637.50	\$0.00		B
26-00419	02/25/26	RES #2026-106 DPW BUILDING	Open	\$20,873.07	\$0.00		B
26-01077	05/13/26	CONSTRUCTION PHASE-RES-26-168	Open	\$150.00	\$0.00		B
26-01125	05/21/26	RES2026-193 LTC075 FRANCES AVE	Open	\$4,390.00	\$0.00		B
26-01476	06/16/26	RES#2026-210 ROTARY PHASE 2	Open	\$3,848.73	\$0.00		B
26-01747	07/20/26	RES 2026-124 LTC071 ARCTIC	Open	\$3,492.92	\$0.00		B
26-01793	07/23/26	RES 2026-260 LTC077 VILLAGE RD	Open	\$1,435.00	\$0.00		B
26-01943	08/07/26	ZBA ENGINEER VOUCHER	Open	\$434.10	\$0.00		
Vendor Total:				\$61,477.57			
7929		AMAZON CAPITAL SERVICES, INC					
26-01586	07/01/26	REPLACE DAMAGED STORAGE BIN	Open	\$195.81	\$0.00		
26-01792	07/23/26	KAWASAKI OIL CHANGE KIT- REC	Open	\$63.51	\$0.00		
26-01849	07/28/26	WIFI ROUTER FOR COMMAND VAN	Open	\$114.99	\$0.00		
26-01854	07/29/26	OFFICE SUPPLIES	Open	\$267.44	\$0.00		
26-01858	07/29/26	LIFEGUARD SHIRTS	Open	\$99.95	\$0.00		
26-01859	07/29/26	Supplies	Open	\$51.31	\$0.00		
26-01860	07/29/26	RESISTORS FOR POLICE RADARS	Open	\$15.09	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7929		AMAZON CAPITAL SERVICES, INC	<i>Account Continued</i>				
26-01871	07/30/26	OFFICE SUPPLIES	Open	\$147.95	\$0.00		
26-01877	07/31/26	TRASH BAGS, DOGGIE BAGS, BINS	Open	\$1,119.57	\$0.00		
26-01904	08/04/26	PRINTER AND SUPPLIES	Open	\$138.79	\$0.00		
		Vendor Total:		\$2,214.41			
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					
26-01884	08/03/26	NON COMPLIANCE/REPAIRS DPW	Open	\$1,203.50	\$0.00		
26-01900	08/04/26	VARIOUS INSPECTIONS TOWNSHIP	Open	\$1,866.00	\$0.00		
		Vendor Total:		\$3,069.50			
8212		MICHAEL CALAFATI ARCHITECT LLC					
26-00400	02/19/26	FOSTER HOUSE	Open	\$1,928.75	\$0.00		B
8248		JOHN OLIVA					
26-01938	08/07/26	SUMMER BASKETBALL OFFICIAL	Open	\$270.00	\$0.00		
8491		PATRICK DUNN					
26-01954	08/10/26	MEDICAL CLAIMS V	Open	\$302.97	\$0.00		
8507		ZONE STRIPING INC					
26-00984	04/29/26	STREET MARKINGS/DIAMOND BEACH	Open	\$8,189.40	\$0.00		B
8721		BLANEY, WEINBERG, & CURIO, PC					
26-00080	01/13/26	RES 26-02 LABOR DNE 40K	Open	\$7,466.00	\$0.00		B
8725		W. CAMPBELL SUPPLY CO AC					
26-01864	07/30/26	OFF SWITCH/DPW	Open	\$498.14	\$0.00		
8908		COMCAST BUISNESS PHONES					
26-01966	08/13/26	COMCAST #905366178 AUG 2026	Open	\$1,325.89	\$0.00		
8927		TIM CASWELL					
26-01936	08/07/26	SUMMER BASKETBALL OFFICIAL	Open	\$540.00	\$0.00		
8991		DHY MOTORSPORTS					
26-01706	07/14/26	2027 POLARIS RANGER XP 1000	Open	\$27,342.00	\$0.00		
26-01766	07/21/26	PARTS FOR PD VEHICLE/DPW	Open	\$115.94	\$0.00		
		Vendor Total:		\$27,457.94			
9001		CALLMINER INC					
26-01878	08/03/26	ORECX TR ANNUAL RENEWAL 2026	Open	\$4,800.00	\$0.00		
9026		STARR SEPTIC LLC					
26-01870	07/30/26	LUXURY BATHROOM/DPW	Open	\$948.00	\$0.00		
26-01933	08/07/26	PORTA-POTS-BENEFIT CONCERT	Open	\$160.00	\$0.00		
		Vendor Total:		\$1,108.00			
9140		BILL MULLIGAN					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9140		BILL MULLIGAN	<i>Account Continued</i>				
26-01937	08/07/26	SUMMER BASKETBALL OFFICIAL	Open	\$290.00	\$0.00		
9169		EB EMPLOYEE SOLUTIONS LLC					
26-01882	08/03/26	JULY 2026 DIFF CARD ADMIN	Open	\$3,775.00	\$0.00		
9205		TNT EVENT MANAGEMENT					
26-01477	06/16/26	RES#2026-208 COOMBS/DOUGLASS	Open	\$1,250.00	\$0.00		
9279		MUNICIPAL EMERGENCY SERVICES					
26-01123	05/21/26	REPLACEMENT OUTER CARRIER #19	Open	\$292.00	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
26-00062	01/12/26	RES 26-01 DNE \$140K	Open	\$14,928.98	\$0.00		B
9354		AEHG LLC- MR APPLIANCE					
26-01847	07/28/26	MILLMAN CENTER STOVE-2/11/26	Open	\$271.91	\$0.00		
9376		TOPP BUSINESS SOLUTIONS					
26-01876	07/31/26	FTR Software Assurance 7/1/26	Open	\$2,398.00	\$0.00		
9391		IRON MOUNTAIN INCORPORATED					
26-01961	08/12/26	OFF-SITE SHREDDING 6/24- 7/28	Open	\$309.88	\$0.00		
9445		TWIN ROCKS WATER					
26-01881	08/03/26	PD WATER DELIVERY 7-29-2026	Open	\$89.90	\$0.00		
9485		BRAVEN HEALTH					
26-01883	08/03/26	AUGUST 2026 RETIREE HEALTH	Open	\$29,715.92	\$0.00		
9498		NATIONAL TIME SYSTEMS, INC.					
26-01905	08/04/26	0701-0731 time and atndnce	Open	\$246.50	\$0.00		
9517		GAUDELLI BROS INC					
26-00466	02/27/26	RES #2026-107 BOCA ROOF/HVAC	Open	\$262,018.94	\$0.00		B
9541		WGH Consulting LLC					
26-01033	05/07/26	Grant Writing contract	Open	\$910.00	\$0.00		B
9554		Cooper Electric Supply					
26-01848	07/28/26	BREAKER FOR ROSEANN AVE PUMP	Open	\$36.60	\$0.00		PC1
9557		United Rentals					
26-01502	06/19/26	Office Trailer Pool	Open	\$1,615.00	\$0.00		
9561		Moshers Construction LLC					
26-01553	06/29/26	RES#26-203-SUBLIMINAL MESSAGE	Open	\$2,500.00	\$0.00		
9566		Frosty Fusion Carts					
26-01739	07/16/26	WATER ICE AND CART RENTAL NNO	Open	\$200.00	\$0.00		
9582		Damien Cwik					
26-01845	07/28/26	INSTRUCTOR FOR POOL CERTS.	Open	\$1,000.00	\$0.00		

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
9582		Damien Cwik	Account Continued				
9583		MEGAN HAYES					
26-01953	08/10/26	MEDICAL CLAIMS V	Open	\$206.97	\$0.00		
BLAUE		BLAUER ASSOCIATES INC					
23-02899	11/13/23	RES 23-372 FY24 SCPF ADA POOL	Open	\$1,400.00	\$0.00		B
24-02953	11/12/24	FY 2025 SCPF ADA DOUGLASS PARK	Open	\$800.00	\$0.00		B
		Vendor Total:		\$2,200.00			
BOSNA		KAREN MANETTE BOSNA					
26-01880	08/03/26	YOGA- MONTH OF JULY '26	Open	\$75.00	\$0.00		
DOM4591		DOMINOS PIZZA					
26-01898	08/04/26	100 PIZZAS FOR 2026 NNO P-CARD	Open	\$399.50	\$0.00		PC1
EVANR005		Evan Ridgeway					
26-01940	08/07/26	SUMMER BASKETBALL OFFICIAL	Open	\$220.00	\$0.00		
G-POS		POSITIVE PROMOTIONS					
26-01695	07/13/26	CUSTOM PATRIOTIC WRISTBANDS	Open	\$450.95	\$0.00		
G-REA		MICHAEL REARDON					
26-01949	08/07/26	INSPECTION SERVICES	Open	\$700.00	\$0.00		
JOHNJ005		John J Brunner					
26-01939	08/07/26	SUMMER BASKETBALL OFFICIAL	Open	\$120.00	\$0.00		
JUSTF005		SHANNON NAGEL					
26-01696	07/13/26	FACEPAINTING FOR NNO EVENT	Open	\$300.00	\$0.00		
26-01919	08/07/26	FACE PAINTER- BENEFIT CONCERT	Open	\$300.00	\$0.00		
		Vendor Total:		\$600.00			
LOWER		LOWER TOWNSHIP					
26-01950	08/07/26	DIFF CARD USAGE JULY 2026	Open	\$20,583.44	\$0.00		
LOWER010		Lower Twp Optimist Club					
26-01935	08/07/26	CHECK FOR BENEFIT CONCERT	Open	\$250.00	\$0.00		
SEAGE		SEAGEAR MARINE SUPPLY					
26-01493	06/19/26	VESTS/DPW	Open	\$100.40	\$0.00		B
26-01885	08/03/26	SUPPLIES/DPW	Open	\$1,248.68	\$0.00		
		Vendor Total:		\$1,349.08			
THOMA005		Thomas McNeil					
26-01945	08/07/26	BLOCK -496.29 LOT 7	Open	\$250.00	\$0.00		
WILLI005		William Drury Jr					
26-01879	08/03/26	BILLY D LIVE MUSIC 2026 NNO	Open	\$300.00	\$0.00		

Total Purchase Orders: 119 Total P.O. Line Items: 0 Total List Amount: \$1,749,665.32 Total Void Amount: \$0.00

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

RESOLUTION #2026-273

Title: A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAPE MAY FOR ANIMAL SHELTERING SERVICES

WHEREAS, the County of Cape May has operated the Cape May County Animal Shelter and Adoption Center in accordance with shared services agreements with participating municipal partners since September 1, 2003; and

WHEREAS, the Township of Lower has utilized the Cape May County Animal Shelter pursuant to shared services agreements, the most recent of which expired on December 31, 2025; and

WHEREAS, the Township of Lower is required to provide animal sheltering services in accordance with New Jersey law and has a need to continue utilizing such services; and

WHEREAS, the County of Cape May has indicated its willingness to renew a Shared Services Agreement with the Township of Lower, whereby the County of Cape May will continue to provide animal sheltering services, subject to the terms and conditions set forth in the agreement; and

WHEREAS, the Township Council of the Township of Lower deems the renewal of a Shared Services Agreement with the County of Cape May for the purposes expressed herein to be in the mutual interest of both parties, in the public interest, and conducive to promoting the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, it hereby approves the Shared Services Agreement attached hereto, and further authorizes and directs the Township Mayor and Clerk to execute the Shared Services Agreement on behalf of the Township and to take any and all actions reasonably necessary to effectuate the terms and conditions thereof.

	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 August 17, 2026.

Karen S. Fournier, Township Clerk

SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF CAPE MAY AND TOWSHIP OF LOWER
FOR ANIMAL SHELTERING SERVICES

THIS AGREEMENT is entered into this 17th day of August, 2026 by and between the County of Cape May, hereinafter referred to "County", and the Township of Lower, hereinafter referred to "Municipality" ("Agreement").

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes counties and municipalities to enter into an agreement for the exchange of shared services pursuant to the provisions of that statute; and

WHEREAS, the County has operated the Cape May County Animal Shelter and Adoption Center in accordance with Interlocal Agreements with participating municipal partners since September 1, 2003; and

WHEREAS, the County recognizes the desirability of continuing to operate the Shelter on behalf of its partner municipalities; and

WHEREAS, the Municipality recognizes its requirements to provide animal control and shelter services in accordance with New Jersey State Law, and desires to continue to utilize such services through the County and to make a fair and equitable proportionate contribution toward the costs of the Shelter; and

WHEREAS, both the County and the Municipality have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions, and the Parties deem it appropriate to define their rights and responsibilities with respect to the services provided for herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement, and as authorized by the provisions of N.J.S.A. 40A:65-1 et seq., the Parties agree to the nature and extent of services to be performed as follows:

I. PURPOSE. The County shall continue to own and operate the Cape May County Animal Shelter and Adoption Center ("the "Shelter"), a properly licensed and inspected Animal Shelter established and operating in accordance with the provisions of N.J.S.A. 4:19-15.8 for use by the Municipality's designated licensed Animal Control Officer (as required in accordance with the provisions of N.J.S.A. 4:19-15.16b) and on behalf of its municipal partners. The Municipality shall pay its proportionate share of the Shelter

operating costs and contribute to the spay/neuter fund as set forth herein and comply with all legal requirements.

II. GENERAL PROVISIONS:

- A. The County will continue its operation of the Shelter for the term of this Agreement.
- B. The County agrees to ensure that the Shelter meets all health and safety requirements for human and animal occupancy.
- C. The County agrees to provide for the humane treatment of all animals.
- D. The County agrees to provide for the medical treatment for cats and dogs in the Shelter in accordance with New Jersey State Law and agrees to provide additional medical care (including inoculations) to animals being offered for adoption.
- E. The County agrees to provide for the acceptance, holding, and disposition of all cats and dogs, in accordance with New Jersey State Law, which the Municipality shall deliver to the Shelter.
- F. In addition to the provisions of State law or regulations, the County agrees to provide for municipal participation in determining the appropriate policies to facilitate the successful operation of the Shelter
- G. The Municipality agrees to ensure the strict adherence to the policies and procedures established by the Shelter and by that Municipality's Animal Control Officer. The County agrees to provide that written documentation be transmitted to the Municipality of any problems or concerns regarding the professional conduct of the Municipality's Animal Control Officer as witnessed at the Shelter.
- H. The County agrees to make a good faith effort to research and apply for grants to defray the operational expenses of the Shelter. The County shall provide the resources for this purpose. Administrative costs attributable to successful grant awards will be eligible for reimbursement from the grant funds to the general fund of the County.

III. ADVISORY BOARD:

- A. The County agrees to facilitate the establishment of the Cape May County Animal Shelter Advisory Board, hereinafter referred to as "the Advisory Board". The following shall constitute the membership of said Board, upon its formation:

1. One Commissioner, or designee of the Commissioner Board;
 2. two (2) Public Citizen members appointed by the Board of Commissioners;
 3. one (1) County based Veterinarian, appointed by the Board of Commissioners; and
 4. one (1) member from each participating municipality appointed by the municipality; and
- B. The Shelter Manager, Veterinarian of Record and one Municipal Animal Control Officer (as selected by the official members of the Advisory Board”, shall serve as ex officio members. Municipal appointments will be confirmed by Resolution of the Board of Commissioners. Members of County Administration may participate in meetings of the Advisory Board as appropriate.
- C. The Advisory Board, or similar agency, shall insure ongoing dialog between the municipal partners and the County.
- D. Meetings of the Advisory Board, or similar agency, shall take place twice a year or as called by the Shelter Manager; proper notice shall be given to the public in accordance with N.J. State Law. At each such meeting, the Shelter Manager shall review animal intake and outtake and other issues related to animal control, staffing, and Shelter operations. The Advisory Board shall be entitled to comment on such report, and to take that information back to their communities.

IV. ANIMAL HOUSING:

- A. The County agrees to accept any cat or dog from the Municipality’s designated Animal Control Officer, and to provide care for such animal as dictated by N.J. State Law.
- B. The County agrees to accept any cat or dog for surrender from a resident of the Municipality, upon furnishing of proper identification; the collection of any fees associated with this transaction shall be in accordance with duly adopted policies of the Shelter.
- C. The County agrees to provide for the quarantined housing of animals involved in “bite” cases or suspected rabies cases during the legally mandated holding period, as dictated by New Jersey State Law.
- D. Animals remaining in the Shelter after the mandatory holding period prescribed by New Jersey State Law shall become the property of the Shelter. The animals shall be cared for as directed by Shelter policies. The

Municipality holds no claim to any animal or to any fees collected or costs associated with the disposition of said animal.

V. SPAY/NEUTER FUND

- A.** The County agrees to provide for the establishment of a County-wide Spay/Neuter Fund as part of the services offered by the Shelter. A dedicated Spay/Neuter account shall be established, and funds shall be utilized exclusively for the implementation of the Spay/Neuter Program.
- B.** The County Spay/Neuter Fund shall provide funds for the sterilization of animals offered for adoption at the Shelter as well as providing funds as available for a program mirroring the eligibility requirements and process of the existing State of New Jersey Low Cost Spay-Neuter Program. County Spay/Neuter Funds shall supplement the State of New Jersey Low Cost Spay-Neuter Program.
- C.** As part of this Agreement for Animal Sheltering Services, the Municipality also agrees to participate in Spay/Neuter Program activities.
- D.** The amount payable to the County Spay/Neuter fund shall be quarterly with the corresponding basic shelter payment as set forth in Section IX below.

VI. ACCESS TO ANIMAL SHELTER:

- A.** The County agrees to provide access to the Shelter in accordance with the provisions of N.J. State Law, including public hours and non-public working hours.
- B.** The Municipality shall reserve the right, upon reasonable notice to the County, to inspect the Shelter at any time when said Shelter is in operation (public and non-public working hours).
- C.** The Municipality's designated Animal Control Officer shall be granted 7 day a week, 24-hour access to a portion of the building for the purpose of animal intake. Such access shall be granted in the extent, form, and manner prescribed by the Shelter.

VII. EQUIPMENT:

- A.** The County agrees to provide for the equipment, supplies, and materials necessary for the proper care of dogs and cats according to applicable N.J. State Law and Administrative Code.
- B.** The Municipality acknowledges responsibility for all equipment related to the Animal Control function.

VIII. INSURANCE: The County agrees to maintain appropriate insurance coverage for the Shelter. The costs of said insurance will be incorporated into the operating budget of the Shelter.

VIII. REPORTING:

- A. On the first day of each month, the Municipality shall make available to the Shelter records of all newly licensed dogs and cats within the municipality.
- B. Within 15 days of its completion, the Municipality shall provide the Shelter with the results of the annual canvass of dogs (required by N.J.S.A. 4:19-15.15).
- C. The Municipality shall provide the Shelter a monthly, detailed report from the Municipality's designated Animal Control Officer detailing the date, time, location, conditions, animal description, and other such information as deemed necessary by the Shelter to aid in the determination of the ownership of the animal. This information is in addition to any forms required by the Shelter for intake or recordkeeping purposes.
- D. The County shall maintain monthly reports detailing the processing of any intakes from that Municipality. Said reports shall contain information as required by State Statute and Administrative Code.

IX. CONSIDERATION:

- A. In return for the services outlined in this Agreement, the Municipality agrees to pay the County the amounts specified on "Schedule A" of this Agreement. Payments are based upon the operating expenses of the Shelter and the number of animals delivered to the Shelter by the Municipality. The minimum annual contribution shall be Ten Thousand Dollars (\$10,000.00), regardless of the Municipality's utilization. Payments will be adjusted on an annual basis based upon the Municipality's use of the Shelter, the costs of the Shelter and the operational needs of the County.
- B. In addition, the Municipality agrees to contribute to the spay fund as set forth on the attached Schedule A. The spay fund contribution shall be based upon the Municipality's proportionate share of the total spay costs for the County. Total spay costs shall be defined as 10 % of total operating costs for the Shelter. The minimum annual contribution shall be One Thousand Dollars (\$1,000.00), regardless of the Municipality's utilization, with an additional amount based upon usage of the spay clinic. Payments may be adjusted on an annual basis based upon the Municipality's use of the spay clinic, the costs of the spay clinic and the operational needs of the County.

- C All payments shall be due and owing on the date stated, without a grace period. If any payment is not received by the due date, then the Municipality shall pay the County interest at the rate of 18% per annum. If payment is late by more than 30 days, then the County in its sole discretion may terminate the Agreement upon ten days written notice to the Municipality.
- D The Municipality's contribution to the Shelter and the spay fund shall be subject to annual adjustment based upon costs of Shelter operation and/or the Municipality's proportionate share thereof. County will notify the Municipality of any adjustment on or before October 1st of the year prior.
- E The Municipality's contributions for 2026 are based upon 2024 percentage of usage and 2024 operating expenses of \$1,219,170.00. Future modifications will similarly be based upon the operating costs and percentage usage in the second year prior.

X. SUBCONTRACTS.

The County reserves the right to execute a subcontractor agreement for the operation of the Shelter, and/or any components thereof as described within this document, providing that said subcontractor subscribes wholly to the terms of this Agreement.

XI. TERM OF AGREEMENT:

The term of this Agreement shall commence as of the effective date of the authorizing resolution adopted by the Board of County Commissioners, and shall continue thereafter for a term of five (5) years ("Term").

XII. MISCELLANEOUS.

- A. The County agrees to provide to the Municipality the services set forth in this Agreement during the Term, subject to any modifications made by mutual agreement of the parties in accordance with the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. Municipality agrees to make prompt payments and comply with all legal requirements.
- B. Additional services, including but not limited to humane education and community outreach, may be provided by the Shelter if and only if the costs of these services are completely funded under a guaranteed revenue stream.
- C. The Municipality shall have no ownership, capital, property rights, or equity in the Shelter.

- D. By signing this Agreement, the Parties acknowledge that the Agreement refers to Animal Sheltering Services only; no Animal Control Services will be provided under this Agreement.
- E. Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If intended for the County, with regard to shelter operations, notices are to be provided by one of the foregoing modes of service to:

Shelter Manager
County of Cape May
4 Moore Road, DN 501B
Cape May Court House, New Jersey 08210

If intended for the County with regard to billing or any other inquiry or notice:

Assistant County Administrator
County of Cape May
4 Moore Road,
Cape May Court House, New Jersey 08210

If intended for the Municipality, notices should be concurrently provided by one of the foregoing modes of service to the Municipality:

Township Administrator
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

Township Clerk
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

[signatures on next page]

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

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare,
Administrator/Clerk of the Board

Leonard C. Desiderio,
Commissioner Director

APPROVED AS TO FORM:

Jeffrey R. Lindsay, Esq.
County Counsel

ATTEST:

MUNICIPALITY

Karen S. Fournier
Township Clerk

Frank Sippel
Mayor

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

RESOLUTION #2026-274

Title: APPROVAL FOR SAVE A LIFE DAY

WHEREAS, Cape Assist has requested permission to host an event called "Save a Life Day" Thursday, September 24, 2026 at Clem Mulligan Field; and

WHEREAS, Cape Assist has provided the Township with a certificate of Liability Insurance and has received approval from the Lower Township Police Department and the Lower Township Recreation Department.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that permission is hereby granted for the event to take place.

	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 August 17, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER

Application for Use of Facilities

APPLICANT: Cape Assist Wellness Center

ADDRESS: 1804 Bayshore Rd Villas NJ

ADDRESS: _____

Person Responsible:

Name: Kelly Benigno Title: CA Wellness Center
Address: 1804 Bayshore Rd Villas Coordinator
Telephone: (H) 609-522-4375 (C) _____

The Applicant requests the use of the facilities listed below:

Name and Location of Facility(ies): Clem Mulligan Field

For the following purpose:

Save A Life Day
(State the Purpose)

on the following date(s): 9/24/26

Specify the hours of use: From: 4pm To: 7pm (Plus set up +

Number of people to attend: 50-100 clean up)

Will juveniles be present? Yes ☒ No _____ If Yes, what ages? _____

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

Will Alcoholic Beverages be served? _____ Yes ☒ No If Yes, who will be serving the alcohol? _____

If Yes, attach a copy of the liquor license and the liquor liability policy of insurance.

____ Attached

Applicant has received a copy of the Municipality Use of Facilities Agreement and agrees to abide by and comply with the terms of that Agreement.

APPLICANT: K Benigno DATE: 7/14/26
Signature

Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.

Use of Facilities Agreement

The Township of Lower, a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY", hereby agrees to allow

Cape Assist (Name of Person(s) or Organization)

hereinafter referred to as "USER", to use the facilities listed below:

Name and Location of FACILITY(IES):

Clem Mulligan Field

hereinafter referred to as "FACILITY(IES)"

for Save A Life Day
(State the Purpose)

on the following date(s): 9/24/26

The above USER shall inspect the described FACILITY(IES) prior to the use of the FACILITY(IES) and report any defective, hazardous or dangerous conditions found at the FACILITY(IES) to

_____ at MUNICIPALITY, and USER shall
(Name and Tel. Number)

immediately cease the use of the FACILITY(IES) until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES).

Indemnification

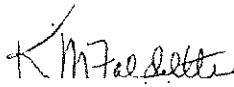
USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims; losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER's use of the named Facilities, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities

TOWNSHIP OF LOWER

INDEMNIFICATION/HOLD HARMLESS AND DEFEND

Homeowner and/or Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality and/or Homeowner, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of use of this property, or caused or alleged to have been caused in any manner by use of this property. Homeowner/Contract holds Lower Township harmless on any work on this property including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Homeowner/Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with usage of Township Property, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Homeowner/Contractor, its employees, Subcontractors or agents or others.

Signature:



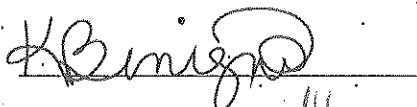
Katie Faldetta

Printed Name:

Date of:

7/27/2026

Witness:



Date:

7/27/26



Please include a certificate of Insurance with the Township of Lower listed as the Certificate Holder

conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

Insurance

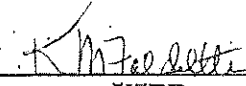
Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER**'s use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER**'s policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a *Certificate of Insurance* and *Additional Insured Endorsement* indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a *Certificate of Insurance* indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

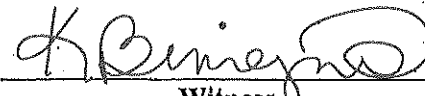
Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this 27 day of July, 2026.



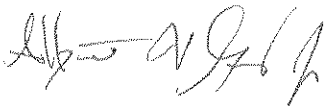
USER

MUNICIPALITY



Witness

Witness





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2026

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

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

PRODUCER
Marsh & McLennan Agency, LLC
1293 Hornet Rd
Rio Grande NJ 08242-2228

CONTACT NAME: Diane Weiss

PHONE (A/C, No, Ext): 609-884-6905

FAX (A/C, No):

E-MAIL ADDRESS: diane.weiss@marshmma.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: AMGUARD INSURANCE COMPANY

42390

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Cape Assist Inc.
3819 New Jersey Ave
Wildwood NJ 08260

CAPEASS-02

COVERAGES

CERTIFICATE NUMBER: 810236301

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		C1GP607649	5/6/2026	5/6/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			C2GP605231	5/6/2026	5/6/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			C3GP603116	5/6/2026	5/6/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: September 24, 2026 from 3-8:00 pm at Clem Mulligan Field, address: 240 Caroline Ave, Villas, NJ 08251

Township of Lower is named as an additional insured for General Liability where required by written contract or agreement subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Township of Lower
2600 Bayshore Road
Villas NJ 08251

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

AUTHORIZED REPRESENTATIVE

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pmuldoon

From: Sergeant First Class Michael Perry <perry@lowertownshippolice.com>
Sent: Wednesday, August 5, 2026 8:03 AM
To: Kelly Benigno
Cc: Mitchell, Danielle; Mary Rybicki; pmuldoon; recreation
Subject: External Re: Save A Life Day

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

Good morning, Mrs. Benigno,

The Police Department is supportive of this event and would be happy to attend again this year, as we did last year. I have also included Lower Township Recreation Director Al Genz on this email.

Please let me know if there is anything I can do to assist with the planning or preparation. We look forward to participating.

Respectfully,

Sergeant First Class Michael C. Perry #178
Lower Township Police Department
Support Operations Unit
405 Breakwater Road
Erma, NJ 08204
Phone: (609) 886-1619, ext. 236
Fax: (609) 886-4924



CONFIDENTIALITY NOTICE: If you have received this e-mail message in error, please notify the sender by e-mail immediately at the address shown. This e-mail transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity for whom it is intended even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your compliance.



SAVE A LIFE DAY

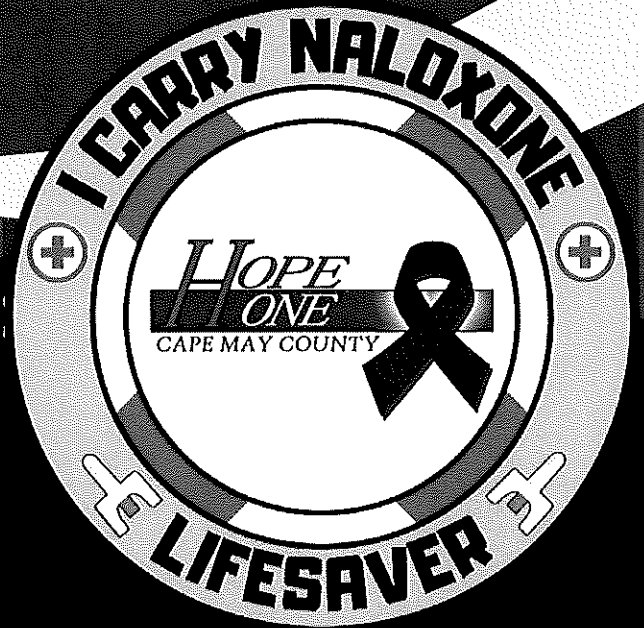
SEPTEMBER 24, 2026

4-7PM

CLEM MULLIGAN FIELD

240 CAROLINE AVE.

VILLAS, NJ 08251



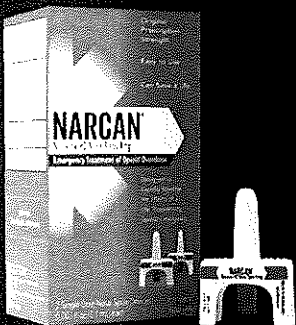
Join the Cape Assist Wellness Center and Hope One of Cape May County for **Save a Life Day**, a nationwide initiative to make Naloxone (Narcan) accessible in every community. **This free, family-friendly event** will provide Narcan kits, overdose response training, and connections to local recovery and wellness resources. Together, we can raise awareness, break stigma, and save lives.

MUSIC

PRIZES

FOOD

GAMES



FREE NARCAN &
NARCAN TRAINING

TABLE REGISTRATION



Operation
Helping
Hand

(609) 522-4375

WellnessCenter@CapeAssist.org

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

RESOLUTION #2026-275

Title: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
496.27	7	Thomas McNeill	Exempt Veteran/ Vet Ded.	\$250.00

	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 August 17, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-276

Title: A RESOLUTION RECOGNIZING SEPTEMBER AS OVARIAN CANCER AWARENESS MONTH AND AUTHORIZING PARTICIPATION IN THE "TURN THE TOWNS TEAL" CAMPAIGN

WHEREAS, September is recognized nationally as Ovarian Cancer Awareness Month, a time dedicated to raising awareness about ovarian cancer, promoting early detection, and supporting those affected by this disease; and

WHEREAS, Ovarian Cancer is one of the deadliest forms of cancer, often going undetected until it has progressed to an advanced stage due to the lack of early symptoms and reliable screening tests; and

WHEREAS, awareness, education, and early detection are critical tools in the fight against Ovarian Cancer, and community involvement plays a vital role in spreading this important message; and

WHEREAS, Turn the Towns Teal is a national campaign focused on raising public awareness of the symptoms and risk factors of Ovarian Cancer by displaying teal ribbons in communities across the country; and

WHEREAS, the Township of Lower is proud to support this campaign and stands in solidarity with those affected by Ovarian Cancer, and wishes to take visible action in recognition of Ovarian Cancer Awareness Month; and

WHEREAS, the Township of Lower will participate in the Turn the Towns Teal campaign by displaying teal ribbons on municipal buildings, properties, and public spaces throughout the month of September, and encourages residents, local businesses, and community organizations to also show their support by displaying teal ribbons and helping to raise awareness.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the mayor is hereby authorized to execute the attached participation agreement and any other documents necessary to facilitate the Township's involvement in the Turn the Towns Teal Ovarian Cancer Awareness Campaign.

	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 August 17, 2026.

Karen S. Fournier, Township Clerk



Turn The Towns Teal®

A National Awareness Campaign for Ovarian Cancer

Dear Administrator:

Turn The Towns Teal® is a national campaign to create awareness of Ovarian Cancer, its often subtle symptoms and risk factors. Our ribbons are made in the USA, and our volunteers tie them primarily in town centers and provide stores, churches, health clubs, spas, libraries, etc. with symptom cards and information pertaining to Ovarian Cancer. We do this in September, which is National Ovarian Cancer Awareness Month. Our volunteers ~ across the USA ~ put the ribbons up on or about September 1st and take them down no later than September 30th. This will be our **20th** successful year of raising awareness and saving women's lives. Please do visit our website at www.turnthetownsteal.org to see our campaign at work.

We are pleased and proud of the fact that literally thousands of women, men and children across the USA "Teal" their towns and neighborhoods creating awareness of Ovarian Cancer.

There is **NO** early detection test for Ovarian Cancer which is why we **NEED** women and men to be aware of the known symptoms and risk factors. If detected in the early stages, the survival rate for Ovarian Cancer is 90 to 95%, which is why this awareness campaign is so very, very critical.

Thanks to the support of towns and cities like yours, we KNOW for a fact that women's lives ARE being saved through this campaign!

Your signature on the bottom of this letter will indicate your permission for our campaign. **Kindly return the signed letter back to the volunteer whose name and contact information is below.** If you have any questions, please don't hesitate to email us at info@turnthetownsteal.org.

Most sincerely,

Jane MacNeil
President, *Turn The Towns Teal®*

MAYOR/TOWN OFFICIAL

TOWN/STATE

Please return the signed letter to the volunteer listed below. She/he is responsible for the campaign in your town.

sally Oberle VP Delaware Ovarian Cancer foundation 302-463-3800

sally.bluehen@comcast.net

VOLUNTEER NAME

EMAIL/CONTACT #

P.O. Box 65, Brookside, NJ 07926

(973) 543~2523

info@turnthetownsteal.org

www.turnthetownsteal.org

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

RESOLUTION #2026-277

Title: A RESOLUTION AUTHORIZING THE BIKES AND BEERS CAPE MAY BREWING 5K AND BIKE RIDE EVENT

WHEREAS, Yellowfin Events, LLC seeks authorization and permission to conduct a Bikes and Beers Cape May Brewing 5K and Bike Ride Event on September 12, 2026; and

WHEREAS, in consideration for said authorization and permission , Yellowfin Events completed a Township of Lower Special Event Application and submitted the required Certificate of Insurance naming the Township of Lower as the Certificate Holder and the Lower Township Police Department has approved.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that approval is hereby granted for the above event to take place on September 12, 2026.

	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 August 17, 2026.

Karen S. Fournier, Township Clerk



**TOWNSHIP OF LOWER
POLICE OUTSIDE CONTRACT / SPECIAL EVENTS**

Name of Event: Bikes and Beers Cape May Brewing Date of Event: 9/12/2026
Date of Application: 6/18/2026 Anticipated Attendance: ~500

Type of Event: (Check One)

- | | | |
|---|---|---|
| ☐ Parade / Procession | ☐ Festival ☐ 1-Day ☐ Multi-Day | ☐ Block Party |
| ☐ Craft Show ☐ 1 day ☐ Multi-Day | ☒ 1K / 5K / Athletic / <u>Bike Race</u> / Marathon | ☐ Ceremony / Celebration |
| ☐ Polar Plunge / Water Event | ☐ Car Show | ★ NOT RACE |
| ☐ TRAFFIC DETAIL REQUEST ONLY | ☐ Other (please describe) _____ | |

The Township of Lower requires all organizations, corporations and/or individuals planning to stage an event to file an official application with the Township.

The Mayor and Council of the Township of Lower have sole authority over the issuance of all Special Event Permits.

All applications require a 30-day review prior to the event.

APPLICANT INFORMATION

1. Name of Organization: Yellowfin Events LLC
2. Address of Organization: 17 Airsdale Ave Long Branch, NJ 07740
3. Point of Contact: Sam Accardi Phone: 609-231-4049
4. President: Sam Accardi Treasurer: W/A
5. Purpose of Organization: Raise funds for local cycling organizations/charities
advocate for safe cycling, recreation, tourism
6. Number of Members In Organization: 4
7. Tax Exempt: ☐ Yes ☒ No Tax ID#: 81-4616078
8. Is this a Non-Profit Event: ☐ Yes ☒ No NJ Registered Charitable Organization #: _____
★ Event will benefit the Cystic Fibrosis Foundation
and The Common Wheel

SECTION 1 – ORGANIZATION INFORMATION

1. Information about Event Chairperson applying for the permit on behalf of the organization, who is responsible for its conduct. (All event staff must be identified by shirts or badges)

Name of Event Chairman/Organizer: Sam Accardi Title: Owner
Address: 17 Airsdale Ave City / State / Zip: Long Branch, NJ 07740
E-Mail: Sam@bikesandbeers.com Cell Phone: 609-231-4049
Name of Event Chairman/Organizer: Jake Hauser / Cape May Brewing Title: Event Coordinator / Manager
Address: 1288 Hornet Rd. City / State / Zip: West Cape May, NJ
E-Mail: Jake.Hauser@CapeMayBrewery.com Cell Phone: 609-849-9933

2. If a management company is contracted to handle the event, please provide the following information:

Company Name: Yellowfin Events LLC
Address: 17 Airsdale Ave City / State / Zip: Long Branch, NJ 07740
Contact Person: Sam Accardi Cell Phone: 609-231-4049
Portions of the event for which the company is responsible: Cycling portion of the event.
5k Run Event.

3. Have you sponsored this event in Lower Township in previous years? ☒ Yes ☐ No
4. Will you be requesting any street closures? ☐ Yes ☒ No

Please List all streets/locations you are requesting to be closed:

David Douglass Sr. Memorial Park (Ferry Park)
to be used as a water / Rest Stop.

5. Traffic Plan Required: ☐ Yes ☐ No
6. Number of Officers Requested: 3-4
7. Number of Vehicles Requested: 3-4

*****Cancellation of event NOTICE must be received 48 hours prior to event start time. Failure to comply will result in payment in accordance with the Lower Township PBA Local 59 Contract*****

SECTION 2 – EVENT INFORMATION

1. Official Name of Event: Bikes and Beers Cape May Brewing
2. Location of Event (please list Township venue requirements by day/date): Cape May Brewing Co.
1288 Hornet Rd. West Cape May 08204
3. Purpose of Event: Bicycle Ride (casual, un-timed) that starts and ends
at the brewery. The event will benefit the local cystic fibrosis foundation
chapter, as well as supporting local bike shops + food vendors. 5k run for
same charities.
4. Will the event be held for the sole purpose of advertising any product, goods or event? ☐ Yes ☒ No
5. If yes, describe in detail: N/A
6. Will alcohol be served or sold by event organizers or others? ☒ Yes (ABC Permit WILL be required) ☐ No
CMB Has applied
7. If yes, describe in detail (e.g. merchant sales/vendor sales/organization sales):
Cape May Brewing will be selling beer after the event.
8. Describe Event Activities (include a copy of the program schedules): Cyclists + Runners arrive
Sat morning and check in. They leave every 10 min in staggered
starts. Ride leaders and course marshalls will lead cyclists. When they
9. Dates and time of Event (use additional paper if necessary): arrive back at the brewery, they
will Congregate @ Cape May
Brewing.

Dates and Times of Parade / Events

Set-up / Assembly

Date: 9/12/2026 (5AM) Hours: 3 Hours

Date: _____ Hours: _____

Date: _____ Hours: _____

Event Operation

Date: 9/12/2026 Start: 8:00 AM Finish: 2:00 PM

Date: _____ Start: _____ Finish: _____

Date: _____ Start: _____ Finish: _____

Dismantling / Disbanding

Date: 9/12/2026 Hours: 2 Hours

Date: _____ Hours: _____

Date: _____ Hours: _____

a. Rain Dates:

Sunday 9/13/2026

SECTION 2 – EVENT INFORMATION CONTINUED

10. Will the event require the site to remain in place overnight, or will the site be broken down each night (partially or completely)? Explain: NO. Event is one day only and
will be fully broken down and cleaned up
by 4:00 pm
11. Describe how you plan to provide security for the event: Request Police Detail
12. Are barricades requested? ☐ Yes ☒ No

All Events will require a detailed site plan.

Site plan should include port-a-potties, vendors, stage, etc.

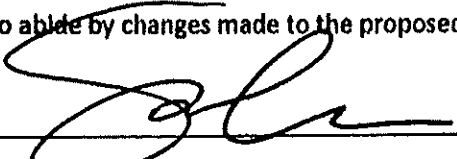
SECTION 3 - INSURANCE REQUIREMENTS

1. Name of Insurance Company: Sports Insurance.com / Texas Insurance
Policy Number: M04056L000001-00
Limits of Liability: \$1,000,000 per incident / 3,000,000 Aggregate

Predicated on the event(s) location(s), size and duration.

Events are required to provide the Township of Lower with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township of Lower as an Additional Insured

I, Sam Accardi, the undersigned state that I am the duly authorized representative of the Yellowfin Events - Bikes and Beers CMB and the information provided in this application is correct to the best of my knowledge. I understand that some of the information is preliminary in nature and I will provide updated information as it becomes available. I further agree to abide by changes made to the proposed event as indicated when so granted.


Applicant Signature

6/18/2026
Date

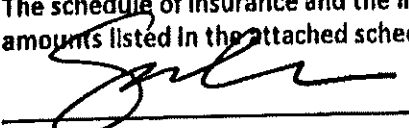
HOLD HARMLESS

NAME OF ORGANIZATION/USER Yellowfin Events LLC / Sam Accardi will be referred to as USER from this point forward. USER shall indemnify, save harmless and defend the Township of Lower, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township of Lower, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of User's use of the Facilities / Equipment, including all suits or actions of every kind or description brought against the Township of Lower, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the FACILITY(IES) / EQUIPMENT, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER. The above USER shall inspect the described FACILITY (IES) / EQUIPMENT prior to the use of the FACILITY (IES) / EQUIPMENT and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) / EQUIPMENT to An Appointed Recreation Supervisor and/or Public Works Supervisor and USER shall immediately cease the use of the FACILITY (IES) / EQUIPMENT until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES) / EQUIPMENT, USER shall immediately report to the Township of Lower any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES) / EQUIPMENT.

INSURANCE

Notwithstanding the indemnification and defense obligations of the USER, USER shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from User's use of the FACILITY(IES) / EQUIPMENT, whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER or by anyone for whose acts any of them may be liable. USER shall be required to name the Township of Lower as an "Additional Insured" on the User's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement, USER shall provide the Township of Lower with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the Township of Lower has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, USER shall be required to provide the Township of Lower with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township of Lower as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.


User (Signature)

Township Representative (Signature)

Yellowfin Events / Sam Accardi
User (Print)

Township Representative (Print)

1K / 5K / ATHLETIC / BIKE RACE / MARATHON

1. Name of Race: Bikes and Beers Cape May Brewing
2. Purpose of Race: Casual, un-timed, fun ride for cyclists - Raise money for CFF
3. Entrance Fee Charged: ☒ Yes ☐ No Amount: \$ 30-85
4. Beneficiary: Cystic Fibrosis Foundation
5. Race Distance: Bike 15, 30, 45 miles - Run 5k
6. Number of Participants: ~500 How many volunteers will staff the event: 20 + Brewery Staff
7. Proposed Route (site-plan): Attached Routes - Open to changing based on township feedback (These have been the same the last 5 years)
8. Starting & Ending Location (Identify on site-plan):
Cape May Brewing Co
9. Assembly & Disbanding Area (Identify on site-plan):
Cape May Brewing Co
10. Location(s) of Water Stations (Identify on site-plan):
Start / Finish and Rest Stop Location
11. Special Guests (i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, etc.):
TBD as event gets closer. We commonly have some cycling icons at our events.

PUBLIC WORKS

ALL APPLICANTS MUST COMPLETE THE REMAINING SECTION

1. Trash and Recycling

Are Township trash & recycling receptacles and removal requested? ☐ Yes ☒ No

Number Requested: Trash: NA Recycling cans & bottles: NA Dumpsters: NA

Do you have a recycling plan? ☒ Yes ☐ No

2. Food / Craft Vendors Obligations

Name of person responsible for distributing this information to vendors: Yellowfin Events / Sam Accardi

- a. All trash from set-up to clean-up must be removed and placed in dumpsters provided. No stockpiling of trash behind space. If it was not there when you got there, you must remove it!
- b. If Township electric is being rented by a vendor, a 20 amp service cord will be available at that space. One (1) service is provided for each space rented.
- c. Walkways behind vendors must be kept clear of all obstructions at all times.
- d. In cooking areas, the complete floor space must be covered with approved material to protect the ground surface, for example, tar paper.
- e. Water is available at the sink location. All grey water must be contained and disposed of in containers at the sink location.
- f. No dumping of any water in the event area is allowed.
- g. Before festivals, maps will be provided indicating locations of trash and recycle dumpsters, grey water and grease disposal.
- h. Cardboard boxes intended for disposal must be broken down. All cardboard must be put into dumpsters designated for cardboard.

Improper disposal of any material (including grey water, trash, garbage and recyclables) – will be subject to legal action for violations under local ordinances and other law.

3. Reviewing Stand

Do you request the Reviewing Stand? ☐ Yes ☒ No

4. Barricade Request (#) NA (Price for barricades will be provided prior to event being approved)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2026

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

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

PRODUCER Sportsinsurance.com P O Box 1166, Lake Placid, NY, 12946	CONTACT NAME		
	PHONE (A/C, No. Ext.): 1-866-889-4763 FAX (A/C No.):		
	E-MAIL: info@sportsinsurance.com		
	ADDRESS:		
	PRODUCER CUSTOMER ID:		
INSURED Sports Marketing Program Management Inc. Yellowfin Events LLC 17 Aradale Avenue Long Branch, NJ, 07740	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: MS Transverse Specialty Insurance Company		41807
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** A-SP-SI-28-03-05-368336_470002 **REVISION NUMBER:**

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

INSR LTD	TYPE OF INSURANCE	ADOL INSR	SUBR LTD	POLICY NUMBER	POLICY EFF DATE	POLICY EXPIR DATE	LIMITS	
A	GENERAL LIABILITY	Y	N	MD405GL000001-00	04/18/2026	01/23/2027	EACH OCCURRENCE \$ 1,000,000.00	
	☒ COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE TO PREMISES RENTED (Any one premises) \$ 300,000.00	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (any one person) \$ 5,000.00	
	☒ INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY \$ 1,000,000.00	
	GENERAL AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 3,000,000.00	
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMPROP AGG \$ 2,000,000.00	
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	☐ ANY AUTO ☐ HIRED AUTOS						BODILY INJURY (Per person) \$	
	☐ ALL OWNED AUTOS ☐ NON-OWNED AUTO						BODILY INJURY (Per accident) \$	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DEDUCTIBLE RETENTION \$						\$	
							\$	
							\$	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)						OTH-ER	
	If yes, describe under SPECIAL PROVISIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	OTHER	Y	N	MD405GL000001-00	04/18/2026	01/23/2027	Each Occurrence: \$ 25,000.00 Aggregate: \$ 50,000.00	
	Abuse/Molestation Virtual online training/coaching/instruction	Y	N	MD405GL000001-00	04/18/2026	01/23/2027	Under the GL Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant sign a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER Township of Lower 2600 Bayshore Rd Villas, NJ, 08251	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Di Perno
---	---

AGENCY SportsInsurance.com		NAMED INSURED Yellowfin Events LLC	
POLICY NUMBER M0405GL000001-00		17 Almsdale Avenue Long Branch, NJ, 07740	
CARRIER MS Transverse Specialty Insurance Company	NAIC CODE 41607	EFFECTIVE DATE: 04/18/2026	

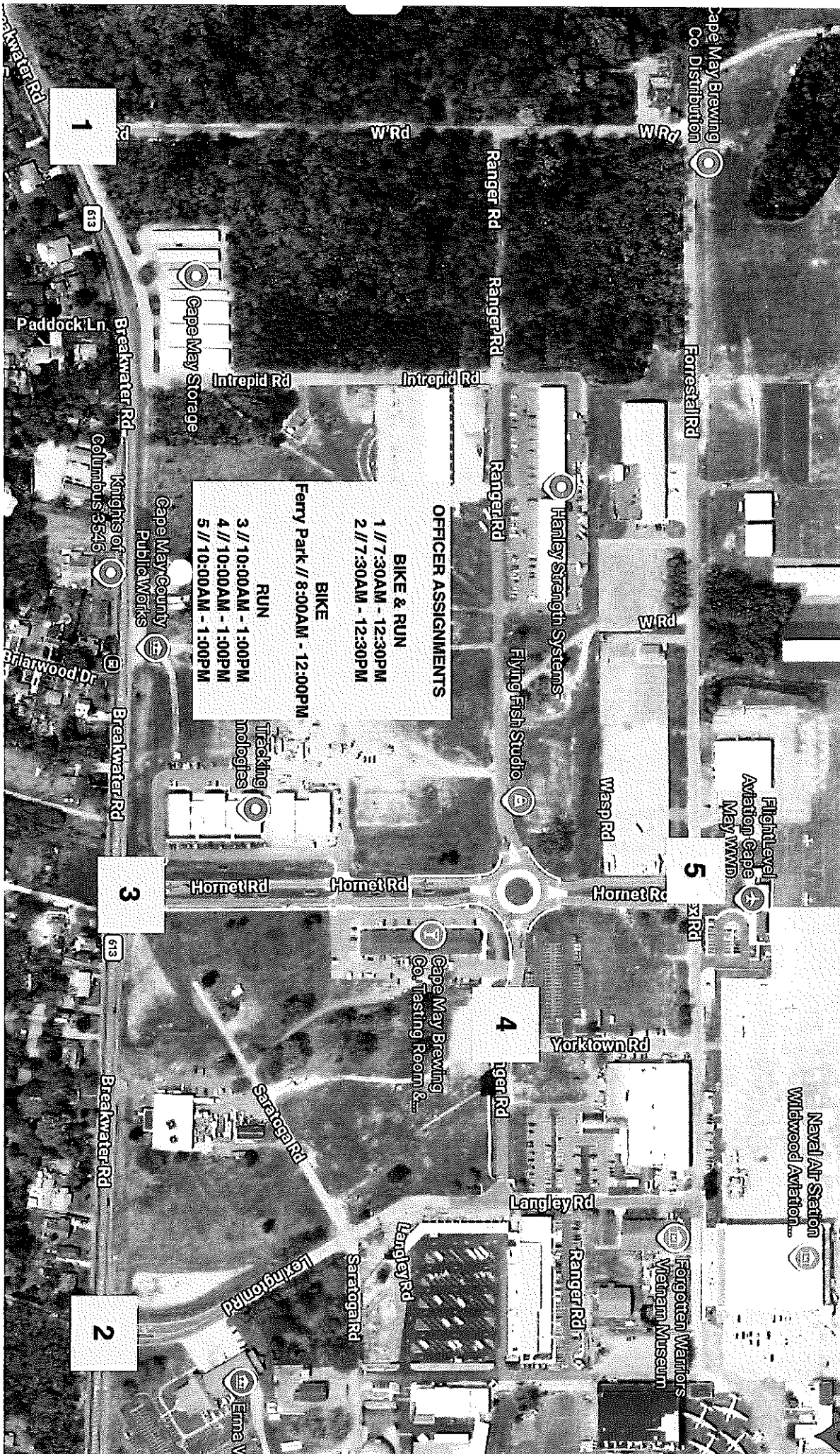
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.

RE Registered Cycling participants 04/18/2026 - 01/23/2027;



OFFICER ASSIGNMENTS

BIKE & RUN

1 // 7:30AM - 12:30PM
2 // 7:30AM - 12:30PM

BIKE

Ferry Park // 8:00AM - 12:00PM

RUN

3 // 10:00AM - 1:00PM
4 // 10:00AM - 1:00PM
5 // 10:00AM - 1:00PM

EVENT LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this 10th day of August, 2026, by and between the Delaware River and Bay Authority (the "Authority"), and Yellowfin Events, LLC, 156 Keystone Drive, Montgomeryville, PA 18936. (the "Licensee").

RECITALS:

WHEREAS, the Authority was duly created pursuant to the Delaware-New Jersey Compact, 17 Del. C. §1701; and

WHEREAS, the Authority operates the Cape May Airport and is empowered to enter into contracts, leases, and agreements pertaining to the use of those buildings and grounds (the "Designated Premises"); and

WHEREAS, Licensee is a is a duly organized and existing Limited Liability Corporation in good standing under the laws of the State of Pennsylvania, duly qualified to carry on its present and proposed business and operations including any licenses, permits and approvals necessary for the conduct of its business; and

WHEREAS, Licensee desires to use certain portions of the Designated Premises for purposes of parking vehicles and hosting a cycling event on airport property (the "Event"); and

WHEREAS, Authority has agreed to grant such a license to Licensee upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of License. The Authority hereby grants to Licensee a non-exclusive, revocable license (the "License") to use the Designated Premise for the Event (the "Permitted Use"). Any change to the Event date or time must be requested no later than fourteen (14) days prior to any scheduled date.

2. Term. The License shall be effective September 12, 2026. During the term, the Licensee will be permitted to use designated parking lots and an open field as shown in **Exhibit B**, as determined in the sole discretion of the Airport Manager, for this period including all set up and clean up time.

3. No Services. The Authority shall have no obligation to provide any services or other amenities to Licensee, its employees, volunteers, guests, invitees, or customers during the term of this Agreement.

4. Operation. Licensee agrees that its activities in connection with the Permitted Use will not adversely affect or interfere with the Authority's operations or its general business reputation. Licensee further agrees that its use of the Designated Premises, the operation

of the Event and the conduct of the Permitted Use shall, in all respects, comply with all applicable federal, state, county or municipal laws, rulings, orders, decrees, regulations, codes, and ordinances. Licensee is solely responsible for handling the Event including but not limited to lighting, security and volunteers. Licensee further agrees to, and to cause its Event participants to, obey such rules, regulations, and restrictions as may from time-to-time be promulgated by the Authority.

5. Refuse Removal. Licensee shall be required to dispose of all trash, garbage, and other refuse caused as a result of the Permitted Use, all at Licensee's cost.

6. Security. Licensee, shall be responsible to ensure that Licensee's employees, agents, servants, volunteers, guests and are properly directed to the Event location and do not access areas of the Authority not open to the general public. Licensee shall be responsible for the security of any property brought onto the Designated Premises for the Event. Licensee hereby waives to the fullest extent permitted by law every claim or demand of every nature against the Authority resulting from any loss, damage, or destruction of any property of any nature brought onto the Designated Premises by Licensee and its agents, contractors, employees, and invitees, notwithstanding that the same may be entrusted to any employee of the Authority.

7. Insurance. Licensee shall carry the insurance coverage listed on Exhibit A. Licensee will be solely responsible for any insurance deductible. If the Licensee is self-insured for any property, Licensee will not make or pursue any claim for any loss or damage, or loss of use with respect to such property, regardless of the cause of the loss. All required insurance shall be maintained with insurance carriers licensed or approved to do business in the State of Delaware or the State of New Jersey, as applicable. All insurance companies are to be rated by Best's at least A-VIII or subject to approval of the Authority. Not less than thirty (30) days prior to the commencement of the License Term, Licensee shall deposit with the Authority certificates evidencing the required insurance coverage. Each certificate shall specifically provide that the related policy shall not be canceled or terminated, or the coverage thereof altered below the limits required by this Agreement during the License Term without written notice to the Authority.

8. Signs. Licensee will not erect, construct, or place signs on Authority property without prior written approval. Licensee will be responsible for removing and disposing all signs placed on Authority property and rights-of way along Authority maintained roadways and shall be responsible to restore Authority property upon which any sign has been placed to the condition thereof immediately prior to placement of such sign.

9. Suitability of Site. Licensee has independently determined that the Designated Premises is suitable for its intended purpose. Licensee further acknowledges that the Designated Premises is licensed in its "as-is" condition without representation or warranty of any kind by the Authority. The Authority shall have no obligation to provide any services or other amenities to Licensee, its employees, agents, servants, volunteers, guests, or invitees during the term of this Agreement. Licensee acknowledges and agrees that the Authority makes no representations or warranties of any kind regarding the suitability of the Designated Premises for Licensee's Permitted Use; and that the Authority shall have no responsibility or liability in any such respect.

10. Inspection. The Authority may enter the Designated Premises at all reasonable times for any purpose necessary, incidental to, or connected with the verification of the performance of Licensee's obligations hereunder or the operation of the Facility.

11. Damage. Licensee shall repair any and all damage to the Authority's property caused by Licensee and/or any Event attendees. In the event that Licensee does not repair the damage within ten (10) days of Licensee's receipt of notice of such damage, the Authority shall have the right to repair such damage, at Licensee's sole cost and expense. Licensee agrees that in such event, Licensee shall reimburse the Authority for any such repairs within ten (10) days of the Authority's demand therefore.

12. Limitation of Liability. The Authority shall not be held responsible for, and is hereby expressly relieved from, any and all liability by reason of any injury, loss or damage to Licensee or any guests, customers, invitees, volunteers, agents and employees, Licensee's property or property of Licensee's guests, customers, invitees, volunteers agents and employees in or about the Designated Premises or any other location on the Facility due to any cause whatever. THE AUTHORITY SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, FOR LOSS OF REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

13. Indemnification. The Authority shall not be held responsible for, and is hereby expressly relieved from, any and all liability by reason of any injury, loss or damage to Licensee or any respective guests, customers, and invitees, including, without limitation, any and all event participants and attendees, their agents and employees, Licensee's property or property of Licensee's guests, customers, invitees, including, without limitation, any and all event participants and attendees, their agents and employees in or about the Designated Premises or any other location on the Facility or its properties, due to any cause whatsoever. Licensee shall indemnify and hold the Authority harmless from and against all claims, damages, causes of action, losses and liabilities based on or arising, directly or indirectly, as a result of the rights granted by the Authority under and pursuant to this Agreement and Licensee's use of the Designated Premises and other portions of the Facility. This indemnification shall extend to all claims by any party (including, without limitation, all claims against the Authority, its commissioners, officers, agents, employees or designees, any governmental agency, the Authority's guests, invitees and the general public) involving injury or death to persons, damage to or loss of property, including, without limitation, Licensee's Property, and those costs, attorneys' fees and related expenses incurred in defending against such claims. This indemnification shall survive the termination of this Agreement.

14. Termination. The Authority shall have the right to terminate this Agreement at any time. Notwithstanding the foregoing, the Authority shall retain the right to seek any and all additional remedies available to it at law or in equity.

15. Defaults. This Agreement shall be subject to immediate cancellation by the Authority in the event that:

(a) Licensee shall file a voluntary petition in bankruptcy, or any petition for relief under any section of the bankruptcy laws of the United States, make any assignments for the

benefit of creditors, be adjudicated as bankrupt, have appointed by any court a receiver, custodian or trustee, or sell any of its interests under any execution process or other legal process as ordered by any court;

(b) Licensee shall be the subject of any justified and reasonable execution process; or

(c) Licensee shall be in default in the performance of any of the covenants, terms and conditions of this Agreement.

In any of the aforesaid events, the Authority shall have the right to take immediate possession of the Designated Premises upon twenty four (24) hours written notice to Licensee and remove Licensee's effects without being deemed guilty of trespass, in which case this Agreement shall immediately terminate. Failure of the Authority to declare this Agreement terminated upon such default shall not serve to bar or destroy the right of the Authority to cancel the Agreement by reason of any subsequent violation of the terms of this Agreement.

16. Excuse of Performance. If for any reason beyond its control, including but not limited to strikes, labor disputes, accidents, construction, government requisitions, restrictions or regulations on operations, acts of war or acts of God or terrorism, the Authority is unable to perform its obligations under this Agreement, such non-performance is excused and the Authority may terminate this Agreement without further liability.

17. Surrender. Upon the termination of this Agreement or expiration of the License Term, Licensee shall surrender quiet and peaceful possession of the Designated Premises, and all improvements thereon, unto the Authority, in good order and condition.

18. License Interest Only; Assignment. This Agreement is intended to create only a License, and shall not be construed as a grant of any permanent or temporary easement of any nature. The rights granted hereunder shall not be assigned or otherwise transferred by Licensee. *In addition, this Agreement is intended as confirmation and agreement that by reason of the use of the Licensed Premises by Licensee, Licensee has not acquired, does not intend to acquire and shall not acquire any rights in the Licensed Premises by adverse possession or by any other means.*

19. Dispute Resolution Procedure. All claims, disputes, and other matters in question between the Authority and Licensee, arising out of or in any way relating to this Agreement or the performance or breach thereof that are not resolved by good faith negotiation between the parties within sixty (60) days after the same shall first be advised by one party to the other, shall be subject to exclusive, final and binding resolution pursuant to the dispute resolution procedures set forth in Section 105.17 of The Delaware River and Bay Authority Standard Specifications for River and Bridge Construction (December 2014 edition, as amended through the date of this Agreement) (the "Specifications"). This Agreement for dispute resolution is intended as a binding agreement to arbitrate and shall be specifically enforceable. Any award rendered in any such dispute resolution procedure shall be final and judgment may be entered upon it by a court of competent jurisdiction in accordance with applicable law. Notwithstanding the foregoing, the Authority may apply to any court having jurisdiction hereof to seek injunctive relief (including specific performance) to maintain the status quo until the arbitration award is rendered

or the controversy is otherwise resolved.

20. Authority's Exculpation. It is expressly understood and agreed that nothing in this License contained shall be construed as creating any liability, whatsoever against the officers and/or employees of Authority or its individual commissioners, or their respective successors and assigns, personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability of any such persons to pay and indebtedness of Authority to Licensee accruing hereunder or to perform any covenant, either express or implied, herein contained, and that all personal liability of the above-mentioned persons or their successors and assigns, of every sort, if any, is hereby expressly waived by Licensee and every person now or hereafter claiming any right or security hereunder, and that so far as Licensee, or its successors and assigns, is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to Authority's interest in the Dock Space, for the payment thereof. Such exculpation of liability shall be absolute and without any exception whatsoever.

21. Miscellaneous.

(a) Further Assurances. Each of the parties hereto agrees to execute such documents, and otherwise to provide such cooperation as the other party, may reasonably request in order to consummate the transactions contemplated by this Agreement.

(b) Expenses. Each of the parties hereto shall be responsible for its own expenses incurred in connection with the preparation of this Agreement and the performance of their respective obligations hereunder.

(c) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than to those to which it is held invalid or unenforceable, shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) Relationship of the Parties. It is expressly understood and agreed that Licensee, shall be deemed an independent contractor and not an agent or employee of the Authority. Licensee has no authority to enter into any contracts or other agreements with any person or entity on behalf of the Authority or otherwise to bind the Authority. Licensee shall not be permitted to use the Authority's name and/or images in marketing or promotional materials or in any way that implies or suggests that the Authority endorses or supports the Licensee's mission. Furthermore, nothing contained in this Agreement shall be construed to mean that the Authority and Licensee are joint venturers, partners or the like, either expressly or by implication.

(e) Exhibits. The exhibits hereto form an integral part of this Agreement and are hereby incorporated into this Agreement whereby reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

(f) Entire Agreement. This Agreement represents the entire agreement between the parties and all negotiations, oral agreements, and understandings are merged herein.

This Agreement may be amended, supplemented, changed, modified, or altered solely upon mutual agreement of the parties hereto in writing.

(g) Headings. The headings of the several Sections and subsections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

(h) Submissions Approvals and Notices. Any notices or other communications under or in connection with this Agreement shall be in writing (given in the manner herein next described) and shall be deemed given (i) upon receipt, if sent by certified or registered mail, return receipt requested, (ii) one business day after sent, if sent for overnight delivery by a nationally recognized overnight courier service, (iii) upon delivery, if hand delivered (and receipted for) or (iv) when received, if transmitted by confirmed facsimile, addressed as follows:

If to Licensee:

Yellowfin Events, LLC
156 Keystone Drive
Montgomeryville, PA 18936
Attn: Samuel Accardi

If to Authority to:

The Delaware River and Bay Authority
P.O. Box 71
New Castle, Delaware 19720
Attn: Executive Director
Fax No.: (302) 571-6305

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

(i) No Assignment. Licensee may not sublet, assign, encumber, or otherwise transfer this license or any right or interest in this License or in the Licensed Premises.

(j) Waiver. Waiver of any covenant herein shall not be deemed a waiver of a breach of covenant subsequently occurring.

(k) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(l) Survival. The provisions of Section 11, 12, 13, 19, and 21(l) shall survive the expiration or termination of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered one and the same agreement.

(n) No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto any legal or equitable rights hereunder.

(o) No Presumption against Drafter. Licensee and Authority agree and acknowledge that:

(i) This Agreement has been freely negotiated by Licensee and Authority; and

(ii) In the event of any ambiguity, controversy, dispute or disagreement over the interpretation, validity, or enforceability of this Agreement or any of its covenants, terms, or conditions, no inference, presumption, or conclusion whatsoever shall be drawn against Authority by virtue of Authority's having drafted this Agreement.

(p) Recording. Recording of this Agreement is prohibited.

(q) Authority of Parties. Each party warrants that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute the Agreement and that no other signatures are necessary.

(r) Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2026.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**THE DELAWARE RIVER AND BAY
AUTHORITY**, a body politic and an agency of the
State of Delaware and the State of New Jersey

By: _____
Name: Benjamin Clendaniel
Title: DRBA Airports Director

YELLOWFIN EVENTS, LLC

By:  _____
Name: Samuel Accardi
Title: **Owner**

EXHIBIT A: INSURANCE COVERAGE

Licensee shall carry, the following insurance coverage:

- Workers Compensation and Employers' Liability Insurance: Statutory limits required under all applicable state laws. Any invitees of Licensee who are not employees covered under its Workers Compensation Policy must sign a Waiver of Liability in favor of the Authority before being allowed on the premises.
- Commercial General Liability (occurrence based policy):
 - One Million Dollars combined single limit for personal injury and property damage
 - Coverage shall include (i) products liability for all products sold or served by Licensee; and (ii) contractual liability.
- Umbrella Excess Liability:

Not less than One Million Dollars (\$1,000,000) following all terms and conditions of primary policies as outlined above

All policies to include a waiver of subrogation in favor of the Authority to the extent permissible by law.

Any deductible or retention on any policy is the responsibility of the Licensee regardless of the cause of loss, and will not be claimed against the Authority.

All policies (except not the workers compensation) are to include the Authority as an additional insured as primary and not contributory with any insurance carried by the Author

EXHIBIT B





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2026

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

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

PRODUCER SportsInsurance.com P.O. Box 1155, Lake Placid, NY, 12946	CONTACT NAME:		
	PHONE (A/C, No, Ext): 1-866-889-4763 FAX (A/C No):		
	E-MAIL ADDRESS: info@sportsinsurance.com		
	PRODUCER CUSTOMER ID :		
INSURED Sports Marketing Program Management Inc. Yellowfin Events LLC 17 Airdale Avenue Long Branch, NJ, 07740	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : MS Transverse Specialty Insurance Company		41807
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** A-SP-SI-26-03-05-366336 E1 502567**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	M0405GL000001-00	04/18/2026	01/23/2027	EACH OCCURRENCE	\$ 1,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE TO PREMISES RENTED (Any one premises)	\$ 300,000.00
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (any one person)	\$ 5,000.00
	☒ INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	\$ 1,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000.00
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO ☐ HIRED AUTOS						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS ☐ NON-OWNED AUTO						BODILY INJURY (Per accident)	\$
☐ SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)	\$						
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	N/A				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)						E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER	Y	N	M0405GL000001-00	04/18/2026	01/23/2027	Each Occurrence: \$ 25,000.00	Aggregate: \$ 50,000.00
A	Abuse/Molestation	Y	N	M0405GL000001-00	04/18/2026	01/23/2027	Under the GL Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Endorsed Date :May 28 2026 12:00AM EST
Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)

CERTIFICATE HOLDER

DRBA PO Box 71 New Castle, DE, 19720

CANCELLATION

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

AGENCY SportsInsurance.com		NAMED INSURED Yellowfin Events LLC
POLICY NUMBER M0405GL000001-00		17 Airstdale Avenue Long Branch, NJ, 07740
CARRIER MS Transverse Specialty Insurance Company	NAIC CODE 41807	EFFECTIVE DATE: 04/18/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Cycling participants: 04/18/2026 - 01/23/2027;

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

RESOLUTION #2026-278

Title: APPROVAL OF REFUND FOR THE FIRST SESSION OF THE TOWNSHIP SUMMER CAMP PROGRAM, JUNE & JULY 2026

WHEREAS, Travis Pritchard enrolled his daughter in the first session of the Township Summer Camp Program for June & July 2026 for \$240.00; and

WHEREAS, Travis Pritchard's daughter was unable to attend the first session of summer camp for June & July 2026 and is requesting a full refund of \$240.00; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by his signature below that adequate funding is available for such refund.

Appropriation 01-60-910-073 Amount \$240.00

CFO Signature 
James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a refund to Travis Pritchard in the amount of \$240.00 for the first session of the Township Summer Camp Program for June & July 2026, is hereby approved.

	MOTION	SECOND	AYE	NAY	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 August 17, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-279

Title: A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND DONALD VANAMAN, LOWER TOWNSHIP CHIEF OF POLICE

WHEREAS, extensive negotiations were conducted by the Township Manager and Labor Counsel with Lower Township Chief of Police Donald Vanaman; and

WHEREAS, the parties have reached an agreement; and

WHEREAS, the Township Manager and Labor Counsel recommend the Township Council's approval of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached Agreement between the Township of Lower and Donald Vanaman, Lower Township Chief of Police, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor, Township Manager and Township Clerk are hereby authorized and directed to execute the Agreement attached hereto on behalf of the Township.

	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 August 17, 2026

Karen S. Fournier, Township Clerk

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
AND
DONALD VANAMAN
THE CHIEF OF POLICE
OF THE TOWNSHIP OF LOWER

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EMPLOYMENT CONTRACT BY AND BETWEEN
THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF THE
TOWNSHIP OF LOWER

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**EMPLOYMENT CONTRACT BY AND BETWEEN
THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF
THE TOWNSHIP OF LOWER**

THIS AGREEMENT dated _____, 2026 is by and between the **Township of Lower**, a municipal corporation of the County of Cape May, State of New Jersey, (herein after referred to as the "**Township**") and **Donald Vanaman**, of Erma, New Jersey 08204, (herein referred to as "**The Chief**").

RECITALS

WHEREAS, the Township and the Chief wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE the parties agree as follows:

ARTICLE 1

EMPLOYMENT: The Township agrees to employ **Donald Vanaman** as the Chief of Police of the Township of Lower Police Department, during good behavior and in accordance with New Jersey State Statute and New Jersey Civil Service Regulations subject to the terms and conditions of employment set forth in this agreement.

ARTICLE 2

MANAGEMENT RIGHTS: The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3

DUTIES AND RESPONSIBILITIES OF THE CHIEF: The Chief shall perform his duties in a diligent manner in conformance with New Jersey State Statute NJSA 40A:14-118, in compliance with Township ordinances and the regulations and policies established by the New Jersey Attorney General's office. The responsibilities of the Chief shall include, but not be limited to the following:

- A. Conduct and manage the day to day operations of the police department.
- B. Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel.
- C. Have exercise and discharge the functions, powers, and duties of the police force.
- D. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- E. Prescribe the duties and assignments of all subordinates and other personnel.
- F. Report at least monthly at the regular meetings of the Township or by any such other forms as the Township shall require as to the operation of the police force during the preceding month.
- G. Report from time to time with the Township Manager and the Mayor regarding the operations of the Police Department.

ARTICLE 4

WORK WEEK: The position of Chief is a salaried position compensated pursuant to the salary paragraph in this contract.

This shall mean that the Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.

However, the Chief shall work on average a minimum of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, or other factors. All parties endorse a policy of flexibility which allows the Chief to adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

ARTICLE 5

SICK LEAVE: The Chief shall be entitled to utilize accumulated sick leave as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract

ARTICLE 6

INJURY LEAVE: The Chief shall be entitled to injury leave as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 7

FUNERAL LEAVE: In the event of the death in the Chief of Police's immediate family, the Chief of Police shall be given five (5) days leave with pay for a family member within the State of New Jersey and seven (7) days leave with pay if not within the State of New Jersey.

Immediate family shall mean spouse, sibling, child or grandchild, parent, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

ARTICLE 8

VACATION DAYS: The Chief shall be entitled to vacation days as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract.

Additionally, the position of Chief requires an intensive number of hours which could occur during normal days off and in recognition of this fact, the Chief shall be permitted to sell back to the Township two weeks of accumulated vacation. Vacation time carried forward must be used by December 31st of the following year.

ARTICLE 9

HOLIDAY TIME: The Chief shall be entitled to the same holidays as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract.

ARTICLE 10

PERSONAL DAYS: The Chief shall be entitled to the same number of personal days as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract. (Such personal days shall not accumulate from year to year.)

ARTICLE 11

MEDICAL INSURANCE, HEALTH, AND EYE EXAMINATION PLAN:

1. The Chief shall have the same medical insurance, health, prescription, dental and eye examination coverage as specified in

the then current Township Police Superior Officers' Collective Bargaining Contract.

2. Upon retirement the Chief of Police shall be entitled to receive retiree health, dental, prescription and eye insurance coverage consistent with the then current Township of Lower Police Superior Officers' Collective Bargaining Contract as of the date of his retirement, as though the Chief of Police was a retired member of that unit. Upon his death, his spouse will receive health, dental and eye insurance coverage along with the drug prescription plan as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement, as if the Chief of Police were still living so long as she does not re-marry.
3. Upon reaching the age of sixty-five (65) years or age or whenever the retired Employee is first eligible for Medicare, the Township shall provide to the Chief health benefits in accordance with the health benefits provided to retirees age sixty-five (65) or whenever the retired Employee is first eligible for Medicare as provided for in the then current Township Police Superior Officers' Collective Bargaining Contract as of the date of his retirement.

ARTICLE 12

CLOTHING ALLOWANCE:

1. The Chief of Police shall not receive a clothing allowance.
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE 13

PERSONAL CAR:

1. Due to the nature of the employment conditions of the Chief of Police, the Township agrees to supply the Chief with an unmarked automobile to be used for police work and limited personal use. The make and model of the automobile shall be determined by the Township however, it shall be a full size four door car or SUV and shall be equipped with such safety equipment as needed for police work.

2. The Chief of Police shall be permitted to use the vehicle for his limited personal use within Cape May County. There shall be no limit on the use of the vehicle for police work or anything associated with police work, such as attending meetings, in-service training, conferences, and any other traveling needed to carry out the duties of the Chief.
3. The Township shall pay all expenses for the operation and upkeep of the vehicle such as car insurance, tires, gas, oil changes, etc.
4. The vehicle shall not be used by anyone other than the Chief of Police except that the Chief of Police may designate other members of the police department as appropriate, to use the vehicle for a designated police purpose.

ARTICLE 14

COLLEGE CREDITS:

The Chief of Police shall no longer be entitled to payment for college credits.

ARTICLE 15

COMPENSATION:

During the terms of this Agreement the Chief shall receive the following base wages:

1/1/2026	\$192,671.88
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The Parties agree to meet and discuss in good faith the terms of this contract (90) days prior to the expiration of this Agreement, the terms and contractual obligations for a potential agreement covering the subsequent contract year.

ARTICLE 16

LONGEVITY PAY INCREASES:

The Chief of Police is not entitled to Longevity Pay.

ARTICLE 17

RETIREMENT:

The Chief shall retain all pension rights under New Jersey Law. Upon retirement, the Chief shall receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days and subject to any statutory cap or limitation. The Chief may elect that such payments be made over two (2) budget years prior to the Chief's 25th year of service and/or retirement date. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which had accumulated in the year of retirement

and immediately preceding calendar year, together with all compensatory or other time off due him, or the time off at the Employees' option but, in either case, subject to approval of the Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months.

ARTICLE 18

LEGAL DEFENSE:

1. The Township shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. A selection of an attorney may be made by the Chief of Police subject to the approval of the Township and such approval shall not be unreasonably withheld by the Township. The Township shall similarly be responsible for indemnification and counsel, in connection with all claims including compensatory and punitive damages for actions filed subsequent to the expiration of this agreement.
2. In the event that the Chief of Police utilizes counsel other than that supplied by the Township, the fees and costs shall be agreed upon by the attorney and the Township prior to the attorney performing such services.

ARTICLE 19

PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT CONFERENCES:

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the same is approved by the Township Manager in advance. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, must be approved in advance by the Township Manager.
2. International Association of Chiefs' of Police Annual Training Conference: The Township agrees to grant paid training time off including travel time, of no more than five (5) days, for the Chief of Police to attend the annual International Association of Chiefs' of Police Training Conference which is held in various states throughout the United States each year. All costs and expenses

associated with attendance must be approved in advance by the Township Manager. If paid by the Township, the Township Manager will establish a maximum per diem rate for meals not to exceed \$100 per day and the Chief will be required to provide receipts for all expenditures. If the Chief of Police is not able to attend due to unforeseen circumstances, the Township Manager may grant approval for the Deputy Chief to attend in his absence.

The Chief of Police shall also be required to provide a written report to the Township Manager, which details the information presented at the conference, including how such information is valuable and useful to the Lower Township Police Department.

3. Membership Dues: The Township also agrees to pay for the Chief of Police's dues for membership in the Cape May County Police Chiefs' Association, the South Jersey Police Chiefs' Association, the New Jersey State Association of Police, the New Jersey F.B.I. National Academy Associates, and the International Association of Chiefs' of Police. The amount of membership dues shall not exceed the actual cost.

ARTICLE 20

NON-PRECEDENT:

This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements and shall not be deemed an increase in salary given to all other municipal Officers and employees.

ARTICLE 21

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Ordinances or the then current Township Police Superior Officers' Collective Bargaining Contract however, the parties agree that unless a benefit is specifically referred to in this agreement, the Chief will not be entitled to the benefit.

ARTICLE 22

ENTIRE AGREEMENT:

This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

In the event of any conflict or dispute, it shall be resolved first through non-binding alternative dispute resolution and if not settled, then through binding

arbitration in accordance with the rules of the American Arbitration Association, if requested by the Chief or the Township.

ARTICLE 23

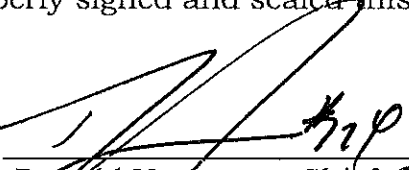
SEPARABILITY AND SAVINGS AND APPLICATION:

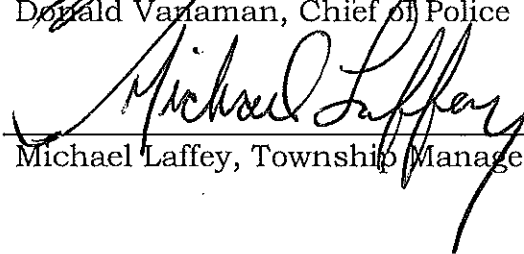
If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 24

TERM: The term of this Agreement shall commence on January 1, 2026, through December 31, 2026, no separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes and the New Jersey Civil Service Regulations. The terms of this Agreement may only be modified by the mutual consent of the parties.

IN WITNESS THEREOF, the parties hereto have caused this document to be properly signed and sealed this _____ day of _____, 2026.

BY: 
Donald Vanaman, Chief of Police

BY: 
Michael Laffey, Township Manager

BY: _____
Mayor Frank Sippel

BY: _____
Karen Fournier, Township Clerk

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

RESOLUTION #2026-280

Title: **APPOINTMENT OF LOWER TOWNSHIP HEARING OFFICER AS A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower has a need to acquire a Hearing Officer and desires to authorize this appointment using a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, M. Lou Garty, Esq. has provided a proposal to serve as a Hearing Officer for the Township of Lower at a rate of \$175.00 per hour not to exceed \$7,500.; and

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

Appropriation #: 01-20-155-287
CFO Signature: 
James Craft

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to M. Lou Garty, Esq. to serve as Lower Township Hearing Officer on an as-needed basis at a fee of \$175.00 per hour with a not to exceed amount of \$7,500.

BE IT FURTHER RESOLVED that a notice of Award of Professional Service Contract for the above award shall be published on the Township of Lower's website, www.townshipoflower.org.

	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 August 17, 2026.

Karen S. Fournier, Township Clerk

This LEGAL SERVICES AGREEMENT (the "Agreement") is made effective this _____ day of _____ 2026, by and between **Lower Township**, a municipal corporation of the State of New Jersey with principal offices located at 2600 Bayshore Road, Villas, Cape May County, New Jersey (hereinafter the "Township") and The Garty Law Firm, with principal offices located at 712 East Main Street, Suite 2A, Moorestown, NJ (hereinafter "the Law Firm").

RECITALS

WHEREAS, the Township is in need of a professional consultant to conduct employee disciplinary hearings and seeks the services of an attorney who is experienced in labor law and in conducting employee Disciplinary Hearings necessary to provide legal services in conformance with general municipal law, public sector labor law and hearings for the Township as may be needed from time to time (hereinafter, the "Legal Services"); and

WHEREAS, the Law Firm submitted a brief proposal summarizing the experience of the attorney designated to provide the Legal Services requested in accordance and the Township's request and has deemed the Attorney, M. Lou Garty, Esq. to be duly qualified to perform the required legal services; and

WHEREAS, the Governing Body of the Township authorized the award of this Agreement pursuant to Resolution No. 2026-280 (the "Resolution"), incorporated herein by reference, for a total contract amount not to exceed \$7500.00, in order to perform the services described; and

WHEREAS, the Law Firm agrees to perform all services under the terms and conditions as hereinafter set forth, with the Township being agreeable thereto.

NOW THEREFORE, the parties mutually agree as follows:

1. Scope of Services: The Hearing Officer will provide legal services to the Township with respect to legal issues relating to 1) conducting hearings and rendering timely decisions on employee disciplinary matters, grievances, and disputes involving the interpretation of Township policies and procedures; and 2) such other legal services relating to resolution of internal Labor and Employment matters as may be assigned. The Hearing Officer shall exercise independent professional judgment and shall decide each assigned matter solely upon the hearing record and the governing law, collective negotiations agreement, ordinance, policy, or other applicable authority. No Township official, employee, attorney, or agent shall direct or attempt to influence the Hearing Officer's findings, conclusions, or disposition.

2. Term: The Township hereby retains the Law Firm and designates M. Lou Garty, Esquire, as Hearing Officer commencing on the date that the Township approves, by Resolution, and executes this Agreement and continuing through December 31, 2026, unless earlier terminated. The Township may terminate this agreement by providing written notice to the Law Firm. No renewal or extension shall be effective unless authorized and executed in writing in accordance with applicable law.

3. **Notices:** Any and all notices and other correspondence required or permitted to be given in connection with this Agreement, shall be in writing and delivered to the parties or sent by mail to the parties at their respective addresses set forth above, or to such other addresses as the parties may designate by written notice to the others in the foregoing manner.

4. **Assignment:** The Firm has designated M. Lou Garty, Esq. as the attorney who will perform the services required. This agreement may not be assigned or transferred by the Law Firm without prior written consent of the Township.

5. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and any representations that may have been made prior to the execution of this Agreement are nonbonding, void, and of no effect. Neither party has relied on any such prior representations in entering into this Agreement. This Agreement may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or by an instrument in writing executed by the parties hereto.

6. **Severability:** If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

7. **Governing Law:** This Agreement shall be governed by the laws of the State of New Jersey, and is expressly subject to all the limitations as set forth within the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; N.J.A.C. 5:34-1, et seq. The contract is for professional services and is exempt from the public bidding process.

8. **Billing Procedure:** The Law Firm's services are compensated by hourly billings as set forth herein. For services rendered pursuant to this Agreement, such billing shall be at the rate of \$175 per hour for each hour expended by the Partner attorney; to the extent necessary and for efficiency, \$90 per hour for each hour expended by a paralegal or law clerk. All billings shall be in itemized form, in increments of one tenth (1/10) of one hour. The billings shall provide such detail as the Township shall require, including but not limited to setting forth in detail the date of services provided, the nature of the services, the name of the attorney providing the services, the time expended in providing the service (rounded off to the nearest tenth of an hour), and the name of the case or matter under which services were provided. Each bill shall include a recapitulation showing the total amount billed by case or matter for that billing period. If the Township agrees to an alternative billing arrangement as outlined within the Resolution approving this Agreement, same shall be annexed hereto in writing and made a part of this Agreement.

The Township shall in all circumstances attempt to render reasonably prompt payments to the Law Firm. The Township shall not incur or be responsible for any penalties, late fees, interest, or other similar charges of any kind for delayed payment.

9. **Documents & Files:** All papers, documents, memoranda, plans, materials, records, files, and reports (collectively, "property") created, assigned to, and/or relating to the duties assigned under this contract shall be and remain the property of the Township. Upon the Township's request and/or upon the termination or expiration of this contract, the Law Firm shall

immediately surrender and return all such property to the Township Solicitor or their designee, together with written consent to use all such materials in the best interest of the Township. The surrender/return of all property shall be at the sole cost and expense of the Law Firm.

10. Confidentiality: All matters assigned to the Law Firm shall be handled in accordance with the usual standard of confidentiality under the applicable codes of Professional Conduct. The Law Firm shall make no public comment on cases or matters assigned to it, and shall direct any such requests to the Township Solicitor. Administrative communications concerning scheduling, facilities, document transmission, invoices, and procedural status may be conducted with the Township Manager, Township Solicitor, or their designee. The Hearing Officer shall not engage in substantive *ex parte* communications concerning the merits of a pending matter except when expressly authorized by applicable law or the governing procedure.

11. Client Responsibility: The Township agrees and acknowledges that it must fully cooperate with Law Firm and provide all information relevant to the assigned scope of work. The Township must also pay all statements as required by this Contract. If the Township does not comply with these requirements, Law Firm may withdraw from representing Township consistent with their ethical obligations to the Township, at which time the Township will still be obligated to pay any amount due and owing to the Law Firm for Legal Services provided and accepted by the Township.

12. Certification of Compliance: The Attorney represents that her license to practice law in the State of New Jersey is in good standing, that she is in compliance with all laws of the State of New Jersey and all applicable Ordinances of the Township, and will remain so for the term of this Agreement. Failure to continue in compliance shall be deemed a breach of this Agreement. The Attorney shall comply with all applicable federal, state and local statutes, rules and regulations as well as professional codes of conduct governing their profession and practice.

13. Contingency: It is understood that this Agreement is contingent upon the availability of funds in the Township's budget. In the event said funds are not appropriated or available for this Agreement, this Agreement shall become null and void, and the Law Firm shall not be entitled to any compensation.

14. Insurance: The Law Firm shall, at its own expense, maintain during its performance under this Agreement insurance policy or policies, written with an insurance company or joint insurance fund currently authorized to do business in the State of New Jersey by the Division of Banking and Insurance, in the following types and amounts:

- | | | |
|----|--|------------------------|
| a. | Workers Compensation | As required by statute |
| b. | Professional Liability, including
coverage for Acts and/or Errors and Omissions | \$500,000/\$1,000,000 |

Upon request, the Law Firm shall further provide the Township with Certificates of Insurance stating that the Firm has insurance which is active and in good standing.

15. No Waiver: The waiver or renunciation by either party of any term, provision, or condition contained in this Agreement shall not constitute the automatic waiver or renunciation of

any subsequent breach or default of such term, provision, or condition of this Agreement, nor shall it authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party, unless such waiver or renunciation shall be expressed in writing and signed by the party making such waiver or renunciation, specifying the nature and extent of such waiver or renunciation.

16. Status of Firm as Independent Contractor: Unless otherwise authorized by Ordinance and indicated herein, it is expressly understood and agreed by and between the parties that the status of the Law Firm and its employees, officers, and agents shall be that of an independent contractor. It is not intended, nor shall it be construed that the Law Firm or any of its employees, officers, and agents are employees or officers of the Township for any purpose.

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

ATTEST:

LOWER TOWNSHIP

By: _____

THE GARTY LAW FIRM

By: /s/ M. Lou Garty, Esq.
M. Lou Garty, Esq.

Date: August 14, 2026

Clerk Report July 2026

Register Report - Last month

7/1/2026 through 7/31/2026

8/5/2026

Page 1

Date	Account	Description	Category	Amount
		INCOME		22,727.50
		Bus Lic 2026		12,202.50
		Opra Request		10.00
		Short Term Rental 2026		7,045.00
		Special Events		210.00
		Street Openings		850.00
		Towing		500.00
		Vac Prop Reg		1,500.00
		Yard Sales		110.00
		Year Round Rental		300.00
		TRANSFERS		-22,727.50
		Council Checking		-22,727.50
		OVERALL TOTAL		0.00

Total Collected \$185.00

**2026 CASH RECEIPTS
JULY**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Preliminary year taxes (2027)	454,268.86	454,268.86
Current year taxes (2026)	4,047,375.16	41,404,942.96
Prior year taxes (2025)		780,623.79
Previously exempt property		0.00
State Audit Pay Back		0.00
Municipal Lien		0.00
Recording		0.00
Bankruptcy		0.00
6% Penalty		2,289.57
Municipal Service Fees	1,260.00	28,200.00
Tax Search Fees		10.00
Interest	8,068.89	98,555.07
Lot clearing		1,217.34
Returned Check Fees	20.00	260.00
Duplicate Bills	10.00	385.00
Trash	5,629.00	38,413.00
TOTAL DEPOSITS	4,516,631.91	42,809,165.59
DEPOSITED TO COUNCIL CHECK	2,999,113.99	35,540,661.94
DEPOSITED TO WIPP ACCOUNT	1,517,517.92	7,756,191.16
TOTAL DEPOSITS	4,516,631.91	43,296,853.10
NSF Reversals	4,500.00	34,719.36
WIPP NSF Reversals	2,684.72	69,673.39
NSF FeeTrash		0.00
TOTAL NSF	7,184.72	104,392.75
TOTAL	4,509,447.19	43,192,460.35

Prepared by Kathy Brown

JULY 2026
VITAL STATISTICS

Marriages,Civil Unions	12
Domestic Partners	0
Ceritified Copies	117
Certified Copies EDRS	12
Burial Permits	0

Marriages, Civil Unions State	\$300.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$36.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,170.00
Certified Copies EDRS	\$120.00
Burial Permits	\$0.00

TOTAL	\$1,626.00
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-281

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on August 17, 2026 that an Executive Session closed to the public shall be held on this date at approximately _____ p.m. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
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 August 17, 2026

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-282

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT ORDER AND SETTLEMENT PAYMENT TO RESOLVE PENDING LITIGATION

WHEREAS, the Township of Lower has been involved in litigation alleging violations of the New Jersey Open Public Records Act in the matter of Nick D. D'Alessandro v. Township of Lower, et al., Docket No. CPM-L-221-26; and

WHEREAS, the Township of Lower and the Plaintiff previously entered into a Stipulation of Dismissal and Reservation of Attorney's Fee Issue resolving Plaintiff's alleged denial of access claims and request for public records, and dismissing all claims except the issue of Plaintiff's entitlement to attorney's fees; and

WHEREAS, the parties have negotiated a resolution of the remaining attorney's fee issue in the total amount of Six Thousand Nine Hundred Eighty Dollars (\$6,980.00); and

WHEREAS, the negotiated resolution will be memorialized in a Consent Order resolving the attorney's fees demand and dismissing the litigation, with prejudice; and

WHEREAS, the Township Council of the Township of Lower has determined that approving the Consent Order and payment of the negotiated attorney's fees is in the best interests of the Township of Lower; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by his signature, [Signature], that adequate funding is available for such payment in the current budget account #6-01-20-155-299.

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 Solicitor is hereby authorized to execute the Consent Order attached hereto, and the Township's Chief Financial Officer, Qualified Purchasing Agent, and any other appropriate Township officials are hereby authorized to take all actions necessary to effectuate payment of Six Thousand Nine Hundred Eighty Dollars (\$6,980.00) in accordance with the Consent Order, subject to the certification of the availability of funds.

	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 August 17, 2026.

Karen S. Fournier, Township Clerk

THE BELASCO LAW FIRM, LLC
Robert T. Belasco, Esquire
Attorney ID: 095782014
111 East 17th Avenue – Suite 100
North Wildwood, New Jersey 08260
Telephone: (609) 551-4139
Email: rbelasco@belascolaw.com
Attorney for Defendants,
Township of Lower and Karen Fournier

NICK D. D’ALESSANDRO,

Plaintiff,

vs.

TOWNSHIP OF LOWER and KAREN
FOURNIER,

Defendants.

SUPERIOR COURT OF NEW JERSEY

: CAPE MAY COUNTY

: LAW DIVISION

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: Docket No.: CPM-L-221-26

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Civil Action

CONSENT ORDER

THIS MATTER having been presented to the Court by the parties, the Plaintiff, Nick D. D’Alessandro, represented by Donald Doherty, Jr., Esquire, and the Defendants, Township of Lower and Karen Fournier, represented by Robert T. Belasco, Esquire, and the parties having previously entered into a Stipulation of Dismissal and Reservation of Attorney’s Fee Issue, pursuant to which all claims were dismissed except for the issue of the Plaintiff’s demand for an award of attorney’s fees, the parties having now reached an agreement resolving the remaining attorney’s fees issue, and the parties having consented to the form and entry of this Order;

IT IS on this _____ day of _____, 2026, **ORDERED** as follows:

1. The Defendant, Township of Lower, shall pay to the Plaintiff, Nick D. D'Alessandro, the total sum of Six Thousand Nine Hundred Eighty Dollars (\$6,980.00) in full satisfaction of the Plaintiff's claim for attorney's fees and costs arising from this action.

2. The Defendant, Township of Lower, shall tender payment to the Plaintiff's attorney, Donald Doherty, Jr. Esquire, 125 N. Route 73, West Berlin, New Jersey 08091, within fourteen (14) days of the entry of this Consent Order. The Plaintiff's attorney shall execute any documents required by the Township in order to effectuate the payment of the attorney's fees contemplated herein.

3. Upon entry of this Consent Order, the sole remaining claim concerning the Plaintiff's demand for an award of attorney's fees and costs is resolved, and this matter shall be dismissed with prejudice.

Hon. M. Susan Sheppard, A.J.S.C.

We hereby consent to the form and entry of the within Order.

Donald M. Doherty, Jr. Esq.

Donald Doherty, Jr., Esquire
Attorney for Plaintiff

Robert T. Belasco, Esquire
Attorney for Defendants