

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

JULY 20, 2026 – 5:00 p.m.

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

Work Session

Certificate – David Brand

Consent Agenda

Approval of Minutes – July 6, 2026

- Res. #2026-250 Authorization for the Payment of Vouchers \$1,511,093.81
- Res. #2026-251 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (NJ Recycling Tonnage Grant, \$33,963.68)
- Res. #2026-252 A Resolution Authorizing the Issuance of a Revocable License to the Owner of 214 Vermont Avenue to Complete Landscaping Work on Adjacent Township Owned Property
- Res. #2026-253 Certification of Lot Clearing Charges to the Tax Collector
- Res. #2026-254 Authorization for 2026 Incentive Award for Insurance Waiver
- Res. #2026-255 A Resolution Rescinding No. 2026-225 Associated with a Previously Approved Road Resurfacing Project due to Correct a Clerical Error at the Request of the New Jersey Department of Transportation
- Res. #2026-256 Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Resurfacing of Park Boulevard, Memphis Avenue, and Rochester Avenue; FY2027 Municipal Aid Program (MA)
- Res. #2026-257 Authorization for the Payout of Accumulated Compensatory Time (W. Kocis, \$10,393.33)
- Res. #2026-258 Authorization for the Payout of Accumulated Compensatory Time (M. Perry, \$8,530.94)
- Res. #2026-259 Authorizing the Sale of Township of Lower Surplus no Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2026-260 A Resolution Approving a Professional Service Contract with DeBlasio & Associates for Surveying & Engineering Phase Services for the Village Road Street End Bulkhead Project (LT-C-077)
- Res. #2026-261 A Resolution Authorizing Advertisement of a Notice to Bidders for Storm Sewer Replacement Lincoln Boulevard Project (LT-C-074)
- Res. #2026-262 A Resolution Authorizing the Execution of a Contract with Petrosh's Big Top, LLC for the Provision of Recreational Amenities at Lower Township National Night Out on August 4, 2026
- Res. #2026-263 A Resolution Authorizing a Shared Services Agreement with the Cape May County Municipal Utilities Authority for Solid Waste Disposal and Recycling Services
- Ord. #2026-14 An Ordinance Amending Chapter 7, Traffic, Article I, General Provisions, of the Code of the Township of Lower. This is the first reading of Ordinance #2026-14. The second reading and Public Hearing has been scheduled for August 3, 2026.
- 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 first reading of Ordinance #2026-15. The second reading and Public Hearing has been scheduled for August 3, 2026.

Regular Agenda

Engineer Report

Administrative Reports

Clerk, Construction, Dog, Tax, Vital

Public Comment

Council Comments

Adjourn

COUNCIL MEETING MINUTES – July 6, 2026

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on July 6, 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

Consent Agenda

Approval of Minutes – June 15, 2026

Res. #2026-232 Authorization for the Payment of Vouchers \$781,961.48

Res. #2026-233 Appointment to the Zoning Board (D. Morley)

Res. #2026-234 A Resolution Authorizing Expenditure to Gentilini Ford and Municipal Equipment Enterprises for a 2026 Tahoe and Upfit Kit for Police Vehicle Under State Contract #26-FLEET-129165 and #17-FLEET-00758

Res. #2026-235 A Resolution Authorizing Expenditure to Gentilini Ford and Municipal Equipment Enterprises for a 2026 Tahoe and Upfit Kit for Police Vehicle Under State Contract #26-FLEET-129165 and #17-FLEET-00758

Res. #2026-236 A Resolution Authorizing Expenditure to Gentilini Ford and Municipal Equipment Enterprises for a 2026 Tahoe and Upfit Kit for Police Vehicle under State Contract #26-FLEET-129165 and #17-FLEET-00758

Res. #2026-237 Authorization for 2026 Incentive Award for Insurance Waiver

Res. #2026-238 A Resolution Appointing a Contact Person to Access the JIF Employment Practices Liability Helpline

Res. #2026-239 A Resolution Evidencing Consent for the Installation of New Two-Inch Gas Pipelines along the Clubhouse Drive and Mallow Road Public Rights-of-Way by South Jersey Gas

Res. #2026-240 Approval for Greater Cape May Elks Lodge 2839 to Conduct a Flea Market

Res. #2026-241 Resolution to Cancel Tax Sale Certificate #26-00009 Sold in Error and Refund the Purchase Funds to Bala Partners, LLC

Res. #2026-242 Resolution Authorizing Expenditure to DHY Motorsports for the Purchase of a 2027 Polaris Ranger XP 1000 Cab Crew for the Police Department under Sourcewell Cooperative Purchasing Contract #091024-PSI

Res. #2026-243 Authorization for Payout of Terminal Leave (R. Graham, \$995.65)

Res. #2026-244 Authorization for Payout of Terminal Leave (D. Arndt, \$27,579.27)

Res. #2026-245 Renewal of Commercial Excavation (Gravel Pit) Licenses

Res. #2026-246 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website

Res. #2026-247 Resolution Authorizing the Disposal of Lower Township Equipment No Longer Needed for Public Use to be Discarded and Trashed as Equipment was Damaged in a Construction Flood and No Longer Works

Res. #2026-248 Authorization for the Payment of College Credits

Councilmember Wareham inquired about Res. #2026-239. Manager Laffey informed about CAFRA permits needed.

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

Regular Agenda

Ord. #2026-12 Bond Ordinance Providing for Various 2026 Capital Improvements, By and In the Township of Lower, in the County of Cape May, State of New Jersey; Appropriating \$560,000 Therefor and Authorizing the Issuance of \$530,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof. 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	X				
COOMBS	X		X				
SIPPEL			X				

Ord. #2026-13 An Ordinance Temporarily Amending Chapter 475, Parks and Recreation Areas, Article IV, Fees and Reimbursements, Subsection 14, Recreation Fee Schedule, of the Code of the Township of Lower to Reduce Certain Municipal Pool Fees for the 2026 Summer Season. 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	X				
ROY	X		X				
COOMBS			X				
SIPPEL			X				

Call to the Public

Mayor Sippel reiterated the intent of the Public Comment period.

Jim Pomponi, 111 E Richmond Ave, thanked the Township for a great job repaving the street. He asked for yellow lines to be painted so that people don't block driveways. He requested again for the street to be made one-way, as the street is not wide enough and provided pictures to validate the safety concerns.

Mayor Sippel informed Mr. Pomponi that Councilman Roy is his representative and that they had discussed his concerns and are going to introduce an ordinance to make Richmond Ave a one-way street.

Joe Scaffidi, 114 E Richmond Ave, agreed with Mr. Pomponi and explained the difficulties of the traffic on the street. He was very pleased to hear they are going to change the street to one-way.

Jill Lance, 129 W Bates Ave, thanked mayor and council for their hard work and getting the pool open. She also showed them a bag she created to help clean the pool and asked to use it at the pool to help keep it clean.

Thomas Brown, 213 Village Rd, expressed concerns on Village Rd with people speeding, not enough stops signs. He also mentioned the beach access ramp on Village Rd being closed and needs to be repaired. Mr. Brown also thanked mayor and council for getting the pool open.

Cindy Rucciardi, 409 E Raleigh Ave, asked mayor and council about the traffic study that was done in Diamond Beach and inquired about how to obtain a copy of it.

Lisa Heckman, 407A E Raleigh Ave, Informed mayor and council that she had heard the parking meters are coming in Diamond Beach next year, and was concerned with the amount of traffic and chaos over the holiday weekend, stating that lines will lessen parking spots.

Council Comments

Mayor Sippel commented on the pool and thanked everyone for their hard work getting the pool open.

Manager Laffey explained there were some road blocks getting the pool open but they were able to overcome and get the pool open safely. He thanked Klenswite for their hard work and help opening the pool, and also thanked public works, park staff, USA pools, and the County for their assistance.

Solicitor Belasco explained the process of awarding a contract for the pool, and the circumstances which transpired. He expressed that moving forward with the contract was the only option and was glad they were able to get the pool open safely.

Manager Laffey also thanked Atlantic City Electric for their work with the pool opening.

Mayor Sippel- thanked everyone for their hard work and participation for the July 3rd event. He also mentioned the free concert series at the Ferry. The concert on August 12th is to benefit the children's fund and will include 2 bands and a drone show.

Deputy Mayor Coombs commended everyone for their hard work on the pool and the fireworks.

Councilmember Wareham mentioned all the events going on in the area, mentioned Whale of a day on July 11th and that roads will be closed. He asked manager Laffey to explain the timeline in which work can be done on the outfalls. Manager Laffey explained that work on the beach can only be done at certain times due to migrating birds, and other wildlife. He also welcomed new Recreation Director Al Gentz.

Councilmember Conrad stated that everyone involved with the pool did a great job, the fireworks were a great, and thanked everyone for being safe.

Closed Session

Res. #2026-249 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 Attorney-Client Privilege

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

Council adjourned to Closed Session at 5:35 p.m.

Council returned to Open Session at 6:14 p.m.

Adjournment

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Councilmember Wareham. Motion to adjourn was unanimous. Meeting adjourned at 6:15 p.m.

Frank Sippel, Mayor

Township Clerk

Approved:

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

RESOLUTION #2026-250

Title: AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
WIZARD'S FESTIVAL OF FUN, INC	#9486	#2026-220 RIDES	\$7,000.00
TOTAL MANUAL CHECKS:			\$ 7,000.00
TOTAL COMPUTER GENERATED:			<u>\$1,504,093.81</u>
TOTAL BILL LIST			\$1,511,093.81

	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 July 20, 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	Bid: 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					
26-01612	07/02/26	JULY 2026 HEALTH INS	Open	\$406,147.79	\$0.00		
00134		ATLANTIC COUNTY JOINT INS FUND					
26-00100	01/14/26	2026 JIF PAYMENTS	Open	\$300,611.00	\$0.00		B
00153		ATLANTIC CITY ELECTRIC*					
26-01649	07/09/26	ATLANTIC CITY ELECT ST. LIGHTS	Open	\$44,167.70	\$0.00		
26-01716	07/15/26	ATLANTIC CITY ELECTRIC- JULY	Open	\$66.84	\$0.00		
		Vendor Total:		\$44,234.54			
00199		AUTO ZONE INC					
26-01687	07/13/26	BRAKE ROTOR/DPW	Open	\$374.23	\$0.00		
00239		A ALLIANO MASONRY INC*					
26-01549	06/25/26	16 TIMBER LN- CURBING REPAIR	Open	\$5,277.00	\$0.00		
00257		BAYSHORE LANDSCAPING INC*					
26-01603	07/01/26	Lot Clearing 1805 Bayshore Rd	Open	\$275.00	\$0.00		
00419		RICHARD M BRASLOW, ESQ					
26-01589	07/01/26	FS legal services .4	Open	\$120.00	\$0.00		
00651		MUNICIPAL UTIL AUTH DUMP FEES					
26-01698	07/13/26	DISPOSAL FEES/DPW/JUNE	Open	\$88,764.19	\$0.00		
00784		CAPE MAY STAR & WAVE					
26-01554	06/29/26	Online Legal Notices 6/3, 6/17	Open	\$150.00	\$0.00		
01171		VERIZON WIRELESS - TOWNHALL					
26-01650	07/09/26	IPHONE #723051842-00001	Open	\$1,613.62	\$0.00		
01200		DELTA DENTAL PLAN OF NJ					
26-01683	07/13/26	JUNE 2026 DENTAL ADMIN	Open	\$1,404.15	\$0.00		
26-01699	07/13/26	JUNE 2026 DENTAL CLAIMS	Open	\$17,318.58	\$0.00		
		Vendor Total:		\$18,722.73			
01201		DELL MARKETING LP					
26-01508	06/22/26	Computer For Amy	Open	\$1,380.88	\$0.00		PC1
01269		DISCOUNT HYDRAULICS					
26-01634	07/07/26	SUPPLIES/DPW	Open	\$259.07	\$0.00		
26-01666	07/09/26	SWIVEL STRAIGHT/DPW	Open	\$266.71	\$0.00		
		Vendor Total:		\$525.78			
01499		JOSEPH FAZZIO, INC					
26-01579	07/01/26	STEEL PLATES/DPW	Open	\$629.59	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01499		JOSEPH FAZZIO, INC	<i>Account Continued</i>				
01643 26-01719	07/15/26	WILLIAM GALESTOK CONTRACT REIMBURSEMENT- VISION	Open	\$105.00	\$0.00		
01653 26-00951	04/28/26	GENTILINI FORD PARTS/TRUCK/DPW	Open	\$1,722.77	\$0.00		
01655 26-01610	07/02/26	GANN LAW BOOKS COURT - NJ RULES OF EVIDENCE	Open	\$229.00	\$0.00		
01675 26-01058	05/11/26	GENRON, INC.* FIRE INSPECTION - PD KITCHEN	Open	\$275.00	\$0.00		
01741 26-00440 26-00749	02/25/26 04/07/26	GENTILINI CHEVROLET, LLC PARTS FOR VEHICLES/MARCH PARTS/DPW	Open Open	\$752.80 \$238.70	\$0.00 \$0.00		
		Vendor Total:		\$991.50			
01806 26-01587	07/01/26	ANTHONY J HARVATT, II, ESQ ZBA RESOLUTION VOUCHER	Open	\$1,000.00	\$0.00		
01873 26-01011 26-01628	05/05/26 07/07/26	HOME DEPOT* SUPPLIES/BLDG/DPW/MAY A/C TOWNHALL/DPW	Open Open	\$210.79 \$1,742.68	\$0.00 \$0.00		
		Vendor Total:		\$1,953.47			
02025 26-00957 26-01667	04/28/26 07/09/26	HUNTER TRUCK SALES & SERVICE PARTS FOR TRUCKS/DPW SHOE KIT/DPW	Open Open	\$2,180.42 \$1,196.56	\$0.00 \$0.00		
		Vendor Total:		\$3,376.98			
02108 26-01114 26-01664	05/20/26 07/09/26	KEEN COMPRESSED GAS CO* BOTTLED GAS/DPW COMPRESSED GAS/DPW	Open Open	\$148.67 \$144.10	\$0.00 \$0.00		
		Vendor Total:		\$292.77			
02140 26-00148	01/21/26	KINDLE FORD LINC/MERC., INC.* PARTS FOR POLICE VEHICLES/DPW	Open	\$157.36	\$0.00		
02183 26-01480 26-01674 26-01676	06/16/26 07/09/26 07/09/26	KLENSWITE POOL SPA SUP.CO INC~ SERVICES @ POOL CHLORINE FOR POOL CHLORINE FOR POOL	Open Open Open	\$3,400.00 \$248.50 \$338.50	\$0.00 \$0.00 \$0.00		
		Vendor Total:		\$3,987.00			
02607 26-01620	07/07/26	MICHAEL MAJANE MALEEDS CONFERENCE LODGING	Open	\$928.45	\$0.00		
03293 26-01717	07/15/26	BLAINE PAYNTER MEDICAL CLAIMS	Open	\$41.02	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03611 26-01130	05/22/26	SERVICE TIRE TRUCK CENTERS ~ TIRES/RDS/SANT/RECY/DPW	Open	\$5,294.60	\$0.00		
03892 26-01691	07/13/26	TREASURER STATE OF NJ DOMESTIC Dom Partner fees - 2nd Quarter	Open	\$25.00	\$0.00		
03902 26-01630	07/07/26	DONALD VANAMAN JR NJSACOP CONFERENCE LODGING	Open	\$535.52	\$0.00		
03904 26-00960	04/28/26	LOWE'S HOME CENTER INC* PARTS/DPW	Open	\$608.56	\$0.00		
03915 26-01702	07/13/26	TURF EQUIPMENT & SUPPLY CO PARTS /DPW	Open	\$887.60	\$0.00		
03917 26-01690	07/13/26	STATE OF NJ DEPT OF CHILD/FAML Marr/CU Lic fees - 2nd Quarter	Open	\$1,000.00	\$0.00		
03971 26-01635	07/07/26	VERIZON WIRELESS MDT POLICE 5/21 TO 6/20/2026 PD & TWP MDT	Open	\$913.56	\$0.00		
03985 26-01601	07/01/26	VILLAS NAPA AUTO PARTS ~ RDS/SANT/RECY/DPW/JULY	Open	\$3,830.79	\$0.00		
03992 26-00970	04/29/26	VAL-U AUTO PARTS LLC RDS/SANT/RECY/DPW	Open	\$1,045.71	\$0.00		
04097 26-01654 26-01694	07/09/26 07/13/26	CINTAS FIRST AID AND SAFETY* RE-STOCK FREEMAN DOUGLASS PD SAFETY CABINET 7/9/2026	Open Open	\$143.24 \$78.38	\$0.00 \$0.00		
Vendor Total:				\$221.62			
04105 26-01671	07/09/26	PITNEY BOWES GLOBAL FINANCIAL~ 6/25-7/26 Folding Maint Cont	Open	\$3,169.80	\$0.00		
04266 26-01689	07/13/26	NJ DEPT OF HEALTH&SENIOR SVCS June 2026 Dog License Fees	Open	\$53.40	\$0.00		
04301 26-01632	07/07/26	SEASHORE ASPHALT CORPORATION HP PATCH/DPW	Open	\$859.65	\$0.00		
05064 26-01604	07/01/26	CAPE ISLAND GRAPHICS RE-NUMBERING #120B TO #126	Open	\$35.00	\$0.00		
06038 26-00418	02/25/26	ALIANO BROTHER GENERAL CONTACT RES #2026-105 DPW BUILDING	Open	\$408,324.84	\$0.00		B
6005 26-01583	07/01/26	TOSHIBA BUSINESS SOLUTIONS IN~ FS Toshiba 06.26	Open	\$2,419.73	\$0.00		
6063		CAPE MINING & RECYCLING, LLC					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
6063		CAPE MINING & RECYCLING, LLC		<i>Account Continued</i>			
26-01665	07/09/26	WOOD CHIPSDPW	Open	\$2,517.64	\$0.00		
6074		CAPE ATLANTIC JUNIOR FOOTBALL					
26-01498	06/19/26	MISSED JUNE MEETING	Open	\$100.00	\$0.00		
7098		SHORE VETERINARIAN ANIMAL					
26-01627	07/07/26	AC CALLOUTS JUNE 2026	Open	\$550.00	\$0.00		
7354		FLEETPRIDE INC.					
26-01623	07/07/26	SUPPLIES/DPW	Open	\$32.96	\$0.00		
7405		CHARLOTTE B. ANDERSON					
26-01720	07/15/26	MEDICAL REIMBURSEMENT	Open	\$1,390.00	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$5,193.25	\$0.00		
25-02233	08/21/25	RES #2025-290 (LTC-059) CHG 1	Open	\$3,600.00	\$0.00		
25-02648	10/08/25	RES 2025-338 LTC 047 RIDGEWOOD	Open	\$1,125.00	\$0.00		B
25-03082	11/21/25	RES 2025-380 LTC071 ARCTIC AVE	Open	\$4,745.00	\$0.00		B
25-03083	11/21/25	RES 2025-381 LTC074 LINCOLN BV	Open	\$16,408.75	\$0.00		B
25-03094	11/21/25	RES 25-383 CO #1 LTC070 DEL	Open	\$225.00	\$0.00		B
25-03095	11/21/25	RES 25-384 CO #1 LTC067 CLEM	Open	\$725.00	\$0.00		B
26-00419	02/25/26	RES #2026-106 DPW BUILDING	Open	\$15,794.17	\$0.00		B
26-01077	05/13/26	CONSTRUCTION PHASE-RES-26-168	Open	\$3,510.00	\$0.00		B
26-01125	05/21/26	RES2026-193 LTC075 FRANCES AVE	Open	\$5,735.00	\$0.00		B
26-01476	06/16/26	RES#2026-210 ROTARY PHASE 2	Open	\$15,300.33	\$0.00		B
26-01588	07/01/26	ZBA ENGINEER VOUCHER	Open	\$1,425.00	\$0.00		
		Vendor Total:		\$73,786.50			
7872		GO DADDY					
26-01605	07/01/26	POLICE DOMAIN RENEWAL 3 YEARS	Open	\$109.36	\$0.00		PC1
7929		AMAZON CAPITAL SERVICES, INC ~					
26-01149	05/26/26	Mngrs office redo	Open	\$198.98	\$0.00		
26-01484	06/19/26	GARAGE PARTS & OFFICE TONER	Open	\$175.44	\$0.00		
26-01494	06/19/26	SUMMER CAMP ITEMS	Open	\$473.43	\$0.00		
26-01514	06/22/26	SPEED BUMPS AND SIGN	Open	\$796.40	\$0.00		
26-01524	06/24/26	AMAZON PD OFFICE & DET SUPPLY	Open	\$639.26	\$0.00		
26-01530	06/24/26	FUEL PUMP- COUNTY SC 1531	Open	\$108.00	\$0.00		
26-01545	06/25/26	SUMMER CAMP-ART SUPPLIES 2	Open	\$198.89	\$0.00		
26-01556	06/29/26	TRASH BAGS,DOGGIE BAGS,CARDS	Open	\$655.82	\$0.00		
26-01558	06/29/26	OFFICE SUPPLIES,WRIST BANDS	Open	\$106.01	\$0.00		
26-01602	07/01/26	CHAIN WRENCHES	Open	\$172.48	\$0.00		
26-01615	07/02/26	Open flags for Pool	Open	\$75.20	\$0.00		
26-01652	07/09/26	BASKETBALL PINNIES-SUMMER	Open	\$508.94	\$0.00		
		Vendor Total:		\$4,108.85			
7944		B&H FOTO & ELECTRONICS CORP*					
26-01510	06/22/26	DJI TB30 UAS FLIGHT BATTERIES	Open	\$2,600.64	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8175 26-01613	07/02/26	INTEGRITY INTERPRETING LLC COURT INTERPRETING 5/2026	Open	\$183.75	\$0.00		
8197 26-00264	01/28/26	GREAT AMERICAN FINANCIAL SERV LEASE MAIL MACHINE 1/26-12/26	Open	\$650.00	\$0.00		B
8211 26-01653	07/09/26	CONFIRE FIRE PROT SERV LLC* SERVICE CALL 6/19 LEAK	Open	\$212.00	\$0.00		
8217 26-01718	07/15/26	SARAH VAN SEETERS CONTRACT REIMB V	Open	\$490.00	\$0.00		
8721 26-00080	01/13/26	BLANEY, WEINBERG, & CURIO, PC RES 26-02 LABOR DNE 40K	Open	\$8,508.04	\$0.00		B
8723 26-01043	05/11/26	HOFFMAN INTERNATIONAL INC BOE KIT/DPW	Open	\$1,907.18	\$0.00		
8736 26-01555	06/29/26	TRACTOR SUPPLY COMPANY TRUCK TOOL BOX	Open	\$469.98	\$0.00		PC1
8763 26-01663	07/09/26	AL GENZ FINGERPRINT/BACKGROUND	Open	\$83.63	\$0.00		
8848 26-01672	07/09/26	COMFORT NOW LLC HVAC REPAIR SERVICE/DPW	Open	\$930.00	\$0.00		
8908 26-01651	07/09/26	COMCAST BUISNESS PHONES COMCAST #905366178 JULY 2026	Open	\$1,319.33	\$0.00		
9026 26-01489 26-01614	06/19/26 07/02/26	STARR SEPTIC LLC PORTA-POTS JULY 3RD EVENT LUXURY BATHROOM/DPW	Open Open	\$1,716.00 \$948.00	\$0.00 \$0.00		
Vendor Total:				\$2,664.00			
9135 26-00964	04/28/26	COMBINED SYSTEMS INC 3-DAY LESS LETHAL TRAINING	Open	\$320.00	\$0.00		
9141 26-01705	07/13/26	CITY OF WILDWOOD WATER UTILITY WILDWOOD WATER BILL- 4015020-0	Open	\$665.60	\$0.00		
9166 26-00420	02/25/26	REMINGTON & VERNICK ENG II INC RES #2026-108 BOCA ROOF & HVAC	Open	\$2,700.00	\$0.00		B
9169 26-01680	07/09/26	EB EMPLOYEE SOLUTIONS LLC JUNE 2026 DIFF CARD ADMIN	Open	\$3,812.75	\$0.00		
9182 26-01215	06/03/26	SPLIT DECISION MUSIC LLC RES#26-203 - SPLIT DECISION	Open	\$4,000.00	\$0.00		
9316		THE BELASCO LAW FIRM LLC					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9316		THE BELASCO LAW FIRM LLC	<i>Account Continued</i>				
26-00062	01/12/26	RES 26-01 DNE \$140K	Open	\$13,591.48	\$0.00		B
9366		LSM COASTAL LLC					
26-01432	06/10/26	SUMMER CAMP CLASSES	Open	\$1,400.00	\$0.00		
9398		SCIENCE HEROES					
26-01459	06/16/26	SUMMER CAMP - 7/16/26	Open	\$425.00	\$0.00		
9400		LAUGH PRODUCTIONS LLC					
26-01435	06/10/26	2 SHOWS- SUMMER CAMP	Open	\$150.00	\$0.00		
9445		TWIN ROCKS WATER					
26-01606	07/01/26	PD WATER DELIVERY 6-24-2026	Open	\$259.85	\$0.00		
26-01621	07/07/26	PD WATER DELIVERY 7-1-2026	Open	\$235.87	\$0.00		
		Vendor Total:		\$495.72			
9453		CAPITAL ONE TRADE CREDIT					
26-00959	04/28/26	RDS/SIGN/BLDG/DPW	Open	\$554.99	\$0.00		
26-01059	05/11/26	40 LB BAGS OF SOLAR SALT	Open	\$170.80	\$0.00		
		Vendor Total:		\$725.79			
9463		AT&T ENTERPRISES, LLC					
26-01670	07/09/26	FS 05.27.26 06.26.26	Open	\$153.89	\$0.00		
9498		NATIONAL TIME SYSTEMS, INC.					
26-01616	07/07/26	06/01-06/30 attend.	Open	\$246.50	\$0.00		
9541		WGH Consulting LLC					
26-01033	05/07/26	Grant Writing contract	Open	\$828.75	\$0.00		B
9547		Carpenter Decorating Co.					
26-01231	06/03/26	250TH SILHOUETTES & FRAME	Open	\$19,217.00	\$0.00		
9549		Steven Barlotta					
26-01282	06/04/26	RES#26-203 - SOUL CRUISERS	Open	\$4,500.00	\$0.00		
9553		SCHOOL ASSEMBLIES BRANDS LLC					
26-01442	06/10/26	SUMMER CAMP PRESENTATIONS	Open	\$1,295.00	\$0.00		
9554		Cooper Electric Supply					
26-01466	06/16/26	BATTERY UNIT LIGHTS	Open	\$213.54	\$0.00		
9558		Most Dependable Fountains					
26-01483	06/19/26	METERED VALVE & BODY	Open	\$508.00	\$0.00		
9564		Cape Square Entertainment LLC					
26-01578	07/01/26	BOWLING/SHOE RENTAL	Open	\$750.00	\$0.00		
9565		Jersey Shore Modular Homes					
26-01675	07/09/26	RETURN OF DEMO BOND	Open	\$5,000.00	\$0.00		

<i>Vendor #</i>	<i>Name</i>					
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract PO Type
BLAUE		BLAUER ASSOCIATES INC				
22-02882	11/17/22	2023 SCPF APPLICATION CONSULT	Open	\$300.00	\$0.00	B
23-02899	11/13/23	RES 23-372 FY24 SCPF ADA POOL	Open	\$1,500.00	\$0.00	B
		Vendor Total:		\$1,800.00		
BOSNA		KAREN MANETTE BOSNA				
26-01701	07/13/26	YOGA- MONTH OF JUNE	Open	\$135.00	\$0.00	
LOWER		LOWER TOWNSHIP				
26-01681	07/09/26	DIFF CARD USAGE JUNE 2026	Open	\$25,325.46	\$0.00	
SEAGE		SEAGEAR MARINE SUPPLY*				
26-01493	06/19/26	VESTS/DPW	Open	\$108.42	\$0.00	B
Total Purchase Orders:	124	Total P.O. Line Items:	0	Total List Amount:	\$1,504,093.81	Total Void Amount: \$0.00

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

RESOLUTION #2026-251

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$33,963.68 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-

Revenue Offset with Appropriations-

NJ Recycling Tonnage Grant

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$33,963.68 be and the same is hereby appropriated under the caption of:

General Appropriations

Miscellaneous Revenues-

Revenue Offset with Appropriations-

NJ Recycling Tonnage Grant

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

	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 the meeting held on July 20, 2026.

Karen S. Fournier, Township Clerk

STATE OF NEW JERSEY
Department of the Treasury
New Jersey Comprehensive Financial System
PO BOX 221
Trenton, NJ 08625-0221

Check Summary

Vendor Name:	LOWER TWP
Vendor Code:	XXXXX5700(00)
Payment Type:	Check
Check Number:	0015175226
Payment Date:	Tuesday, June 23, 2026
Check Total:	\$33963.68

Payment Line(s)

Line	Agency	Payee Reference	Payment Amount
01	ENVIRONMENTAL PROTECTION	2023 RECYCLING TONNAGE GRANTS	\$33963.68
Total Check Amount ==>			\$33963.68

STATE OF NEW JERSEY
Department of the Treasury
New Jersey Comprehensive Financial System
PO BOX 221
Trenton, NJ 08625-0221

Payment Details

Vendor Name:	LOWER TWP
Vendor Code:	XXXXX5700(00)
Payment Type:	Check
Check Number:	0015175226
Payment Date:	Tuesday, June 23, 2026
Check Total:	\$33963.68

Payment Line Details

Trans Code:	UA
Voucher Agency:	ENVIRONMENTAL PROTECTION
Voucher Number:	4910RC20279
Payee Reference:	2023 RECYCLING TONNAGE GRANTS
Line Number:	01
Line Amount:	\$33963.68
Disbursed Amount:	\$33963.68

Additional Information

Budget Fiscal Year:	2026
Fund:	100
Agency:	ENVIRONMENTAL PROTECTION
Organization:	HAZARDOUS WASTE
Appr Unit:	224
Object:	6020
Revenue Source:	N/A
Purchase Order #:	N/A
Contract Number:	N/A
CFDA Number:	N/A
CFDA Description:	N/A

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

RESOLUTION #2026-252

Title: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE LICENSE TO THE OWNER OF 214 VERMONT AVENUE TO COMPLETE LANDSCAPING WORK ON ADJACENT TOWNSHIP OWNED PROPERTY

WHEREAS, the owner of real property located at 214 Vermont Avenue, Villas, New Jersey 08251 has requested permission from the Township of Lower to retain a private landscaping contractor to perform certain limited landscaping work upon the Property and an adjacent parcel of real property owned by the Township of Lower; and

WHEREAS, the Township of Lower is willing to permit the proposed landscaping work upon the Township property pursuant to the terms and conditions of a limited, non-exclusive, non-transferable, and revocable license; and

WHEREAS, as a condition, the property owner and any contractor performing work upon the Township property shall assume responsibility for the work and shall indemnify, defend, and hold harmless the Township of Lower, together with its officials, officers, employees, agents, and representatives, from and against claims, damages, liabilities, losses, costs, and expenses arising out of or relating to the performance of such work, as more particularly set forth in the attached Revocable License and Hold Harmless Agreement; and

WHEREAS, the requested authorization will not convey, create, or establish any easement, leasehold interest, ownership interest, possessory right, adverse possession claim, prescriptive right, or other present or future property interest in the Township property, and shall not constitute an abandonment, dedication, conveyance, or relinquishment of any right, title, or interest of the Township of Lower in or to the property; and

WHEREAS, the Township Council has determined that it is appropriate and in the best interests of the Township to authorize the execution of the Revocable License and Hold Harmless Agreement for the limited purposes described therein.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Revocable License and Hold Harmless Agreement attached to this Resolution, be and is hereby approved, and that the Mayor, Township Clerk, Township Manager, and/or such other appropriate Township officials be and are hereby authorized to execute said Agreement and take all actions necessary to effectuate the purposes of this Resolution.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

LOWER TOWNSHIP

HOLD HARMLESS AND RIGHT OF ENTRY AGREEMENT

This Hold Harmless and Right of Entry Agreement (the "Agreement") is entered into this ____ day of _____, 2026, by and between the Township of Lower, a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 (the "Township"), Gina Sabia, owner of the property located at 214 Vermont Avenue, Villas, New Jersey 08251 (the "Property Owner"), and Pete's Tree Service, doing business at 705 Wright-Debow Road, Jackson, New Jersey 084527, and who may collectively be denominated as the "Parties" in this Agreement, and each may be called, separately, a "Party."

RECITALS

The Property Owner has requested permission for a private contractor, Pete's Tree Service, to enter a limited area of Township-owned property adjacent to the Property Owner's residence for the sole purpose of trimming and removing tree branches and vegetative debris that encroach upon the Property Owner's property. The Township is granting permission solely for access to perform the requested work and is not directing, supervising, contracting for, or paying for the work; and

The Township's permission is limited, revocable, and conditioned upon the Property Owner's and Contractor's compliance with this Agreement. This Agreement does not create any easement, lease, ownership interest, possessory interest, license coupled with an interest, or other property right in Township property; and

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. LIMITED RIGHT OF ENTRY

The Township grants the Property Owner and Contractor a limited, non-exclusive, non-transferable, revocable right of entry on to the Township owned property located adjacent to 214 Vermont Avenue, Villas, New Jersey, solely within the area identify by the Township, and solely for the purposes of performing the work described in this Agreement.

No person may enter any other portion of Township owned property, use any unapproved access route(s), stage equipment or material outside of the authorized work area, or disturb any Township owned property outside of the authorized work area without the Township's prior written approval.

2. SCOPE OF WORK

The approved scope of work is limited to the following:

- Trimming overhanging branches adjacent to the Property Owner's property.
- Removal of brush and debris directly associated with the approved work.
- Minor cleanup within the immediate work area.

No additional clearing, grading, excavation, removal of healthy trees, or alteration of Township property is authorized without the Township's prior written approval. Except as set forth above, no tree, trunk, root system, stump, limb, branch, vegetation, soil, drainage feature, utility, public improvement, or Township property may be removed, cut, pruned, climbed, treated, altered, disturbed, or damaged except as expressly authorized by the Township in writing.

The Contractor shall not perform work that compromises the health, stability, structure, or safety of any trees or vegetation beyond the approved scope. No stump grinding, root disturbance, chemical application, herbicide application, pesticide application, grading, excavation, trenching, or heavy equipment use is permitted unless specifically approved in writing by the Township.

Prior to commencing work, the Property Owner and/or Contractor shall obtain, at their sole cost, all permits, approvals, utility mark-outs, environmental approvals, and other authorizations required by federal, state, county, or municipal law, ordinance, regulation, or Township directive.

3. CONTRACTOR

The Property Owner shall retain Pete's Tree Service, or another properly licensed and insured contractor acceptable to the Property Owner and approved in writing by the Township before work begins, at the Property Owner's sole expense. The Township shall not be responsible for selecting, supervising, directing, or paying the contractor.

The Contractor is retained solely by the Property Owner and is not an employee, agent, representative, vendor, contractor, or subcontractor of the Township. The Township has no obligation to pay the Contractor, any subcontractor, employee, or supplier or any other person or entity for labor, materials, equipment, services, restoration, cleanup or any other costs arising from or related to the work.

The Contractor shall be solely responsible for the means, methods, techniques, procedures, tools, equipment, vehicles, staffing, supervision, training, and safety precautions for the work. The

Township's right to approve access, inspect the work area, object to unauthorized work, require corrective action, or stop unsafe or noncompliant work shall not constitute direction, supervision, control, or assumption of responsibility for the Contractor's means, methods, procedures, or safety practices.

The Contractor shall comply with all applicable federal, state, county, and municipal laws, rules, regulations, ordinances, permit conditions, OSHA requirements, environmental requirements, traffic and pedestrian safety requirements, utility protection requirements, and generally accepted industry standards for tree work and site safety.

4. SITE SAFETY

The Contractor shall maintain the work area in a clean and safe condition at all times and shall provide all cones, barricades, signage, flaggers, pedestrian controls, traffic controls, protective equipment, coverings, and other safeguards necessary or appropriate to protect the public, Township property, neighboring property, workers, vehicles, pedestrians, utilities, and adjacent improvements.

No debris, equipment, vehicle, tool, material, open hole, unstable limb, unsafe condition, or obstruction shall be left unattended. The Contractor shall immediately secure and correct any unsafe condition.

The Property Owner and Contractor shall immediately notify the Township of any injury, accident, property damage, utility strike, hazardous condition, environmental release, public complaint, or other incident arising out of or related to the work.

5. INSURANCE

Prior to commencing work, the contractor shall provide the Township with:

- Certificate of General Liability Insurance.
- Proof of Workers' Compensation Insurance.
- Proof of Automobile Liability Insurance if vehicles or equipment will enter Township property or be used in connection with the work.

The Contractor shall maintain commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, or such higher limits as may be required by the Township, the Township's risk manager, insurer, or joint insurance fund.

The Contractor shall maintain workers' compensation insurance as required by law and employer's liability insurance with limits acceptable to the Township. If the Contractor asserts that workers' compensation insurance is not applicable, the Contractor shall provide documentation acceptable to the Township before any work begins.

The Contractor shall name Lower Township, its Mayor, Council, officers, employees, officials, agents, volunteers, representatives, insurers, and assigns as additional insureds on the Contractor's commercial general liability policy for ongoing and completed operations, on a primary and noncontributory basis. A certificate notation alone shall not be sufficient; an additional insured endorsement acceptable to the Township must be provided before any work begins.

The Contractor shall provide a waiver of subrogation in favor of the Township where available. Required insurance shall not limit the Contractor's or Property Owner's defense, indemnity, restoration, reimbursement, or other obligations under this Agreement.

6. ASSUMPTION OF RESPONSIBILITY

The Property Owner acknowledges that all work is voluntary, all costs are the sole responsibility of the Property Owner, the Township makes no representations regarding the condition of the property, and the Township assumes no responsibility for the work performed.

The Property Owner and Contractor accept the Authorized Work Area in its existing condition and acknowledge that the Township makes no representation or warranty concerning title, boundaries, utilities, subsurface conditions, environmental conditions, tree condition, safety, suitability, access, or fitness of the Authorized Work Area for the work.

7. HOLD HARMLESS AND INDEMNIFICATION

The Property Owner agrees to indemnify, defend, and hold harmless Lower Township, its Mayor, Council, employees, officials, agents, volunteers, and representatives from any and all claims, damages, liabilities, losses, costs, and attorney's fees arising out of or related to entry upon Township property, the performance of the work, actions or omissions of the Property Owner or contractor, damage to Township property or neighboring property, or injury occurring in connection with the work.

The Property Owner's defense and indemnity obligations include, without limitation, claims arising out of or related to bodily injury, death, property damage, damage to Township property, damage to neighboring property, utility damage, environmental conditions or releases, contractor employee claims, subcontractor claims, workers' compensation claims, liens, subrogation claims, permit or code violations, public safety conditions, and the acts or omissions of the Property Owner, Contractor, subcontractors, suppliers, employees, agents, invitees, or any person acting on their behalf, except to the extent caused by the Township's sole negligence or willful misconduct.

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Lower Township, its Mayor, Council, employees, officials, agents, volunteers, representatives, insurers, and assigns from and against any and all claims, demands, causes of

action, suits, proceedings, damages, liabilities, losses, costs, expenses, and attorneys' fees arising out of or related to the Contractor's entry upon Township property, performance of the work, acts or omissions, tools, equipment, vehicles, employees, subcontractors, suppliers, invitees, safety practices, damage to property, bodily injury, death, workers' compensation claims, liens, subrogation claims, utility damage, environmental conditions or releases, permit or code violations, or failure to comply with this Agreement or applicable law, except to the extent caused by the Township's sole negligence or willful misconduct.

The duty to defend is separate from and broader than the duty to indemnify and arises immediately upon the assertion of any claim potentially within the scope of this Agreement. Defense counsel must be acceptable to the Township, the Township Solicitor, and the Township's insurer or joint insurance fund, as applicable.

8. RESTORATION

Upon completion, the work area shall be left in a clean and safe condition. Any damage to Township property caused by the contractor or the Property Owner shall be repaired at the Property Owner's expense to the Township's satisfaction. The Property Owner and Contractor shall remove all debris, branches, brush, equipment, vehicles, tools, materials, and waste from Township property immediately upon completion of the work or upon the Township's direction. If the Property Owner or Contractor fails to restore the Authorized Work Area or repair damage to the Township's satisfaction, the Township may perform or arrange for such restoration or repair, and the Property Owner and Contractor shall reimburse the Township upon demand.

9. NO FUTURE OBLIGATION

This Agreement does not obligate the Township to perform future maintenance, does not create any easement or property rights, and is limited solely to the work described herein. This Agreement does not grant the Property Owner, Contractor, or any other person any future right of access, maintenance right, landscaping right, tree trimming right, vegetation removal right, easement, lease, ownership interest, possessory interest, or continuing right in Township property. Any future entry, maintenance, trimming, removal, cleanup, or alteration requires separate prior written Township approval.

10. TOWNSHIP RIGHT TO INSPECT, STOP WORK, AND REVOKE

The Township reserves the right to revoke this permission at any time if the work exceeds the approved scope or presents a safety concern. The Township may inspect the work area, require corrective action, suspend access, direct immediate cessation of work, or revoke permission at any time, with or without cause, including if the Township determines that the work exceeds the approved scope, creates or may create a safety concern, interferes with public use, damages or may damage property, affects utilities, violates law, lacks required permits or insurance, fails to comply with this Agreement, or is otherwise contrary to the public interest. The Property Owner and

Contractor shall immediately comply with any Township stop-work, safety, restoration, or revocation directive.

11. NO LIENS OR PAYMENT CLAIMS AGAINST THE TOWNSHIP

The Contractor shall look solely to the Property Owner for payment. The Contractor shall not assert any lien, claim, demand, contract claim, quasi-contract claim, payment claim, or other claim for compensation against the Township, Township property, or Township funds arising from or related to the work.

12. NO WAIVER OF IMMUNITIES OR DEFENSES

Nothing in this Agreement shall be construed as a waiver, limitation, expansion, or modification of any immunity, defense, limitation of liability, notice requirement, procedural protection, or other protection available to the Township or its Mayor, Council, officials, employees, agents, volunteers, representatives, insurers, or assigns under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., or any other law.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and may only be modified in writing. Any modification must be signed by the Township. No oral statement, field direction, inspection, approval, acquiescence, or failure to object shall modify this Agreement or expand the authorized scope of work.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of New Jersey. Venue for any action arising out of or related to this Agreement shall be in the Superior Court of New Jersey, Cape May County, unless exclusive jurisdiction lies elsewhere.

15. SURVIVAL

The obligations concerning indemnification, defense, insurance, restoration, reimbursement, no liens or payment claims, no property rights, no waiver of immunities or defenses, and Township remedies shall survive completion of the work, revocation of permission, expiration of this Agreement, and termination of access.

16. AUTHORITY

Each party signing below represents that he or she has authority to sign this Agreement on behalf of the party identified and to bind that party to the obligations stated in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

PROPERTY OWNER

Name: Gina Sabea

Signature: Gina Sabea

Date: 7/16/26

CONTRACTOR ACKNOWLEDGMENT

Pete's Tree Service

Authorized Representative: PETE AUGUST

Signature: [Signature]

Date: 7-17-26

LOWER TOWNSHIP APPROVAL

Township Manager: _____

Signature: _____

Date: _____

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

RESOLUTION #2026-253

Title: CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR

WHEREAS, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code; and

WHEREAS, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition; and

WHEREAS, the properties listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

WHEREAS, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
282	5	Weiss, John & Regina	1805 Bayshore Road	\$ 275.00	\$ 500.00	\$ 775.00
				TOTAL		\$ 775.00

WHEREAS, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

CC: **File**

Please note the Township cost to be added to all liens is \$500.00

[illegible]



Lower Township
Code Enforcement
2600 Bay Shore Road
Villas, NJ 08251

Violation # CVIO-26-00197

Notice of Violation and Order to Correct

WEISS, JOHN & REGINA M.
1634 BAYSHORE ROAD
VILLAS, NJ 08251

☒ Issued to Owner
☐ Issued to Tenant

Re: 1805 BAYSHORE ROAD

Block 282 Lot 5 Qual

PLEASE TAKE NOTICE that as a result of an inspection of the above referenced property conducted by this agency, a violation of Lower Township codes has been found to exist. You are hereby ordered to correct the violations below within the comply date. Your failure to comply with this Notice of Violation and Order to correct shall result in the issuance of a summons in the Lower Township Municipal Court and subject you to fines in the possible amount of \$300.00 for each day the violation exist. Further, your failure to correct the violation may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property. If you correct this violation by the compliance date and the violation occurs again within 60 days, you will be issued a summons without another notice of violation as a continuing violation of the Lower Township Property Maintenance Code, which will subject you to additional fines of up to \$500.00 per day for a second offense and up to \$1,000.00 per day for a third offense for each day that the violation continues. Further, it may also result in the Township of Lower correcting the violation and imposing the cost of such correction as a lien against your property.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE.
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CODE ENFORCEMENT AT 609-886-2624.

Issue Date: 5/20/2026

Violations to be Abated by: 5/31/2026

The following violation(s) were found

Section 302.4

Title Weeds

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Summary of Infraction

ALL HIGH GRASS AND WEEDS NEED TO BE CUT ON PROPERTY.

If you have any questions regarding the status or nature of a violation please contact the department at (609)886-2624



Walter Fiore

Block: 282 ☐ Municipal Lien ☐ Outside Lien

Lot: 5

Qualifier:

LOT CLEARING

RETURNED MAIL

Notes Exist

Owner: WEISS, JOHN & REGINA M.

Prop Loc: 1805 BAYSHORE ROAD

Account Id: 00002912

PTR Form

General	Assessed Value	Additional	Billing	Deductions	Balance	All Charges	Add/Omit	Notes
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Owner Street 1: 1634 BAYSHORE ROAD

Street 2:

City/St: VILLAS, NJ

Zip: 08251-

Country:

Phone: () -

Email:

Bank Code:

Municipal Lien: ☒Assignment: ☐Install. Plan: ☐Outside Lien: ☒Sp Charges: ☐APR 2: ☐Auto-Pay: ☐Bankruptcy: ☐Bankruptcy Date: ☐Exclude from Tax Sale: ☐

Online Payment Restrictions: None

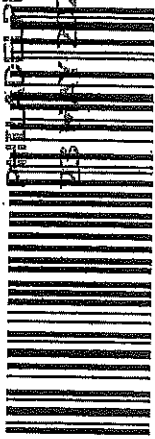
Case Number:



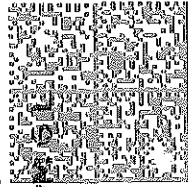


TOWNSHIP OF LOWER
2600 BAYSHORE ROAD
VILLAS, NEW JERSEY 08251

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PHILADELPHIA PA 190



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First-Class Mail
ZIP 08251

7018 1130 0001 0063 3721

WEISS, JOHN & REGINA M.
1634 BAYSHORE ROAD
VILLAS NJ, 08251

WJ

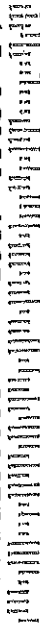
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RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

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BC: 08251130099 *2597-03639-24-00



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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$

Postmark
Here

Total \$
Serial \$
Street \$
City

WEISS, JOHN & REGINA M.
1634 BAYSHORE ROAD
VILLAS NJ, 08251

PS Form 3800, April 2015 PSN 7530-02-900-9007 See Reverse for Instructions

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

RESOLUTION #2026-254

Title: AUTHORIZATION FOR 2026 INCENTIVE AWARD FOR INSURANCE WAIVER

WHEREAS, the employees listed on the attached schedule have waived health insurance and are due an incentive amount per Superior Officers Union and PBA Union Contract, Article 12, Section F, AFSCME Union Contract, Article VII, Section F and Supervisors Contract, Article VI, Section F; and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by his signature  that adequate funding is available for such payment in the current year's budget for Health Insurance.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to the attached schedule of employees in the amount of \$2,500.00 is authorized and chargeable to the 2026 Budget account 6-01-23-220-412.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

Name	Amt
Scheck, Jonathan	2,500.00

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

RESOLUTION #2026-255

Title: A RESOLUTION RESCINDING NO. 2026-225 ASSOCIATED WITH A PREVIOUSLY APPROVED ROAD RESURFACING PROJECT DUE TO CORRECT A CLERICAL ERROR AT THE REQUEST OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION

WHEREAS, on June 15, 2026, the Township Council of the Township of Lower adopted Resolution No. 2026-225 concerning the resurfacing of Park Boulevard, Memphis Avenue, and Rochester Avenue and the Township's anticipated application of a grant from the New Jersey Department of Transportation Municipal Aid Program; and

WHEREAS, Resolution 2026-225 inadvertently identified the NJDOT Application ID as "MA-2027-Resurfacing of Park Boulevard, Memphis Avenue and Rochester Avenue – 00173" whereas the correct NJDOT Application ID is "MA-2027-Resurfacing of Park Boulevard, Memph-00173;" and

WHEREAS, the Township Council of the Township of Lower desires to correct the foregoing clerical error and to rescind and replace Resolution No. 2026-225 in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Resolution No. 2026-225 is hereby rescinded in its entirety.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

kfournier

From: Jacob Wright <Wright.Jacob@deblasioassoc.com>
Sent: Monday, July 13, 2026 9:23 AM
To: kfournier
Cc: Andrew McTague
Subject: External Re: External Re: External Re: External Re: [EXTERNAL] FW: External PROCESS ESCALATED : LA-2027 MA Lower Township Resurfacing of Park Boulevard, Memphis Avenue, and Rochester Avenue 05 - Resolution - LA-2027 MA Lower Township Resurfacing of P...
Attachments: LT Resolution.pdf

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,

NJDOT is flagging the resolution as "incorrect" because the Application ID in the resolution verbiage doesn't EXACTLY match the Application ID on SAGE.

Application ID: **MA-2027-Resurfacing of Park Boulevard, Memph-00173**

Please correct the resolution and send back to me when you can.

If you have any questions, please let me know.

Regards,

Jacob A. Wright, P.E.

Project Engineer/Manager

DeBlasio & Associates | Consulting Engineers, Surveyors, and Planners

4701 New Jersey Avenue, Wildwood, NJ 08260 (Main Office)

6712 Washington Avenue, Suite 205, Egg Harbor Township, NJ 08234

Phone: 609-551-4047, Ext. 107 | Fax: 609-854-4323 | Cell: 856-381-7430

**DEBLASIO &
ASSOCIATES**
ENGINEERS, SURVEYORS AND PLANNERS

www.deblasioassoc.com

From: kfournier <kfournier@townshipoflower.org>
Sent: Tuesday, June 16, 2026 11:21 AM
To: Jacob Wright <Wright.Jacob@deblasioassoc.com>
Cc: Andrew McTague <mctague.andrew@deblasioassoc.com>
Subject: RE: External Re: External Re: External Re: [EXTERNAL] FW: External PROCESS ESCALATED : LA-2027 MA Lower Township Resurfacing of Park Boulevard, Memphis Avenue, and Rochester Avenue 05 - Resolution - LA-2027 MA Lower Township Resurfacing of Park Boulevar

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

RESOLUTION #2026-256

Title: APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF PARK BOULEVARD, MEMPHIS AVENUE, AND ROCHESTER AVENUE; FY2027 MUNICIPAL AID PROGRAM (MA)

WHEREAS, the New Jersey Department of Transportation accepts applications for the Municipal Aid Program; and

WHEREAS, this program is available to all counties and municipalities in the State of New Jersey; and

WHEREAS, subject to funding appropriation, the Municipal Aid Program is established to address specific focused local transportation issues throughout the State; and

WHEREAS, these projects are approved at the discretion of the Commissioner; and

WHEREAS, this grant program does not require a local match; and

WHEREAS, the Township of Lower carefully considers grant programs that assist the Township in achieving projects and programs that are priorities for the community; and

WHEREAS, the Township of Lower wishes to apply for the Municipal Aid Program for grant MA-2027-Resurfacing of Park Boulevard, Memph-00173.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower formally approves a Municipal Aid Program grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2027-Resurfacing of Park Boulevard, Memph-00173 to the New Jersey Department of Transportation on behalf of the Township of Lower.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Lower and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

kfournier

From: Jacob Wright <Wright.Jacob@deblasioassoc.com>
Sent: Wednesday, June 10, 2026 11:09 AM
To: kfournier
Cc: Andrew McTague
Subject: External LYC076 FY2027 Municipal Aid Application
Attachments: FY2026 Municipal Aid Resolution Lower.pdf; EResolutionMA.dot

Follow Up Flag: Follow up
Flag Status: Completed

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,

We need a NJDOT specific resolution put on the next meeting agenda for the FY2027 Municipal Aid application.

I have attached last years and NJDOT's template guide which highlight's what they are looking for.

Project Title: **Resurfacing of Park Boulevard, Memphis Avenue, and Rochester Avenue**
Application ID: **MA-2027-Resurfacing of Park Boulevard, Memph-00173**

Please create a draft and send back to me for review.

Please note that the Application ID is cut short due to how NJDOT has their SAGE grant application system setup and should be copied exactly as it is shown above.

Regards,

Jacob A. Wright, P.E.
Project Engineer/Manager
DeBlasio & Associates | Consulting Engineers, Surveyors, and Planners
4701 New Jersey Avenue, Wildwood, NJ 08260 (Main Office)
6712 Washington Avenue, Suite 205, Egg Harbor Township, NJ 08234
Phone: 609-551-4047, Ext. 107 | Fax: 609-854-4323 | Cell: 856-381-7430

**DEBLASIO &
ASSOCIATES**
ENGINEERS, SURVEYORS AND PLANNERS

www.deblasioassoc.com

DISCLAIMER: This message and any documents attached contain confidential information and are intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail and any attached documents. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your

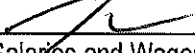
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-257

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to William Kocis in the amount of \$10,393.33 is authorized and chargeable to the 2026 Budget account 6-01-25-240-122.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Donald Vanaman
FROM: Patrolman William Kocis #207
DATE: July 7, 2026
SUBJECT: Comp Time Buy Out

Chief,

I am asking to submit this letter to payroll requesting a buy out 250 hours of accrued comp time. Thank you in advance for your attention to this request.

Respectfully Submitted,

WMK #207

William Kocis
Patrolman Badge 207

C File

Date	Officer	Comments
7/7/26	Sgt Elwell 179	to Lt. Gneto
7/8/26	Lt Gneto	FWO to Cpt Ambroster
7/8/26	Capt. Lm 190	Confirmed with payroll FWO: Chief
7/8/26	Chief Vanaman #124	FWO: Town Hall

250X
\$41.57=
\$10,393.33

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

RESOLUTION #2026-258

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to Michael Perry in the amount of \$8530.94 is authorized and chargeable to the 2026 Budget account 6-01-25-240-125.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Donald Vanaman

FROM: SFC. Michael Perry

DATE: July 1, 2026

SUBJECT: Comp Time Pay Out

Sir,

I am submitting this special report as a request to cash in 138.00 hours of comp time.
Thank you for your consideration in this matter.

Respectfully Submitted,

SFC [Signature] #178

Michael Perry
SFC Badge 178

C File

Date	Officer	Comments
7-2-2026	Lt. Ryan #184	TOT Capt Acmburster 190
7-3-2026	Capt. [Signature] 190	FWD: Chief Vanaman
7-3-2026	Chief Vanaman #174	FWD: Town Hall

138x

61.8184=

\$8530.94

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

RESOLUTION #2026-259

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on **Exhibit A** including decking boards for a walkway.

	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 July 20th 2026.

Karen S Fournier, Township Clerk

Exhibit A	Resolution #2026-259 7/20/2026
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UNKNOWN	DECKING BOARDS OR SLATS FOR WALKWAY
---------	-------------------------------------

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

RESOLUTION #2026-260

Title: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR SURVEYING & ENGINEERING PHASE SERVICES FOR THE VILLAGE ROAD STREET END BULKHEAD PROJECT (LT-C-077)

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

WHEREAS, DeBlasio & Associates have submitted the attached \$20,000.00 proposal for Surveying & Engineering Phase Services of the Lower Township Village Road Street End Bulkhead project and the CFO has certified the availability of funds in the following budget line as evidenced by his signature:

Appropriation: C-04-55-438-100 Amount \$20,000.00

Signature: 
James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Services Contract without public bidding in the amount of \$20,000.00 is awarded to DeBlasio & Associates for Surveying & Engineering Phase Services for Village Road Street End Bulkhead Project (LT-C-077) in accordance with the proposal attached hereto; and that the Superintendent of Public Works is authorized to execute the Purchase Order.

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on July 20, 2026.

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

July 15, 2026

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ
Village Road Street End Bulkhead
Surveying and Engineering Phase
D&A File #: LT-C-077**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering and survey services for the **Village Road Street End Bulkhead – Survey and Engineering Phase**:

Based on our analysis, the engineer's estimate of construction cost is \$219,820.00.

Survey & Engineering Phase Cost:	\$20,000.00
---	--------------------

- Survey and Base Mapping
- Design Plans and Specifications
- Public Bidding Procurement

Total Professional Service Fee	\$20,000.00
---------------------------------------	--------------------

Enclosed please find one (1) copy of the Engineer's Estimate of Construction Cost for your information. Please note that this proposal does not include any construction phase services. Our office can provide a proposal for these services upon request. As you may recall, the Township secured a NJDEP CAFRA Individual Permit (No. 0505-04-0031.5 CAF240002) to construct an access stairway at the end of Village Road on December 9, 2024. Any revisions to the approved access stairway orientation will require a NJDEP Permit Modification.

Upon your authorization, we are prepared to begin work immediately on the Township's **Village Road Street End Bulkhead – Survey and Engineering Phase**. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

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

A handwritten signature in black ink, appearing to read "Marc DeBlasio". The signature is fluid and cursive, with the first name "Marc" being more prominent.

Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

Marc@deblasloassoc.com

cc: Mayor Frank Sippel (via email)
Michael Laffey, Manager (via email)
Robert Osborn, QPA (via email)
Karen Fournier, Clerk (via email)
Finance (via email)

DeBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Client:

Township of Lower

Date:

July 14th, 2026

Project Name:

Village Road Street End Bulkhead

D&A Project #:

LT-C-077

ENGINEER'S CONSTRUCTION COST ESTIMATE

ITEM #	ITEM DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$40,000.00	\$40,000.00
2	EXCAVATION, UNCLASSIFIED	C.Y.	180	20	200	\$40.00	\$8,000.00
3	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	585	15	600	\$12.00	\$7,200.00
4	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 3" THICK	TON	111	4	115	\$110.00	\$12,650.00
5	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	74	6	80	\$120.00	\$9,600.00
6	RESET STONE MULCHING	S.Y.	116	4	120	\$50.00	\$6,000.00
7	RESET BRICK PAVERS	S.Y.	45	5	50	\$100.00	\$5,000.00
8	TURF REPAIR STRIP	L.F.	96	4	100	\$2.00	\$200.00
9	VINYL BULKHEAD, GREENHEART HARDWOOD	L.F.	52	3	55	\$1,750.00	\$96,250.00
10	BULKHEAD STAIRS, GREENHEART HARDWOOD	LUMP SUM	LUMP SUM	0	LUMP SUM	\$15,000.00	\$15,000.00

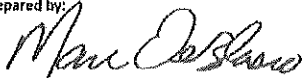
Estimated Construction Cost, Items 1 - 10: \$199,900.00

10% Contingency: \$19,990.00

Total Estimated Construction Cost, Items 1 - 10 with 10% Contingency: \$219,890.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



Marc DeBlasio, P.E., P.P., C.M.E.
Borough Engineer

7/14/2026
Date

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

RESOLUTION #2026-261

Title: A RESOLUTION AUTHORIZING ADVERTISEMENT OF A NOTICE TO BIDDERS FOR STORM SEWER REPLACEMENT LINCOLN BOULEVARD PROJECT (LT-C-074)

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Clerk is hereby authorized to advertise a Notice to Bidders on the Township Website on July 21, 2026.

BE IT FURTHER RESOLVED that the Bid Documents and drawings for the proposed work for the Storm Sewer Replacement Lincoln Boulevard Project are hereby approved and are available through DeBlasio & Associates.

BE IT FURTHER RESOLVED that sealed proposals will be received by the Lower Township Clerk's Office, 2600 Bayshore Road, Villas, NJ on Tuesday, August 11, 2026 at 10 am prevailing time for the Storm Sewer Replacement Lincoln Boulevard Project (LT-C-074.)

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-262

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PETROSH'S BIG TOP, LLC FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP NATIONAL NIGHT OUT ON AUGUST 4, 2026

WHEREAS, National Night Out is an annual community event hosted by the Township of Lower and the Lower Township Police Department focused on enhancing the relationship between the community and the Township and its Police Department; and

WHEREAS, the 2026 National Night Out community event is scheduled to take place on August 4, 2026 at Lower Cape May Regional High School; and

WHEREAS, in connection with National Night Out the Township of Lower and the Lower Township Police Department provide a number of recreational activities, music, and food to the general public; and

WHEREAS, the Township of Lower has a desire to hire a company for the provision of inflatables for this event for utilization by the general public, specifically the youth; and

WHEREAS, Petrosch's Big Top, LLC has provided a quote in the amount of \$950.00.

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 an Agreement with Petrosch's Big Top, LLC for the provision of rides and inflatables in connection with the August 4, 2026 National Night Out Event.

	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 July 20, 2026.

Karen S. Fournier, Township Clerk

STATE OF NEW JERSEY
Certificate of Authority

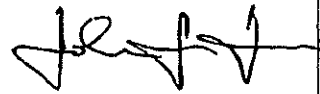
DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to: N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.



Acting Director, Division of Taxation

PETROSH'S BIG TOP, LLC
1144 W. WHITE HORSE PIKE
EGG HARBOR CI NJ 08215-1445

Tax Registration No.: XXX-XXX-578/000

Tax Effective Date: 01-01-04

Document Locator No.: C0000081394

Date Issued: 01-22-19

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

PETROSH'S BIG TOP, LLC

ADDRESS:

1144 W. WHITE HORSE PIKE
EGG HARBOR CITY NJ 08215-1445

EFFECTIVE DATE:

12/31/03

TRADE NAME:

SEQUENCE NUMBER:

1034044

ISSUANCE DATE:

01/22/19



Director
New Jersey Division of Revenue

FORM-BRC

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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Petrash's Big Top	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 1144 W. White Horse Pike	
6 City, state, and ZIP code Egg Harbor City, NJ 08215	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date **2/9/26**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



1144 W White Horse Pike
Egg Harbor City, NJ 08215
Voice 609-804-9805
Fax 609-804-9810
www.petrosh-bigtop.com

Invoice

Date	Invoice #
8/4/2026	103478

Lower Township Police
1389 Langley Rd
Rio Grande, NJ 08242

Job Location

Tuesday August 4th
886-1619 X209 Jania
Del Tuesday
PU Wednesday
NNO 5:00-8:00

Quantity	Description	Rate	Amount
1	1 Pc. Monster Dry Slide 35'x13'x18'h "P" Staked	550.00	550.00
1	Kid's 'Monster Truck' "P" Staked	250.00	250.00
	Delivery Charge (inc 1st floor delivery & pick-up)	150.00	150.00
	PO#		
	50% NON-Refundable Deposit, Final Payment at Delivery		0.00
	DELIVER TO: Lower Cape May High School, 687 Rt 9, Lower Cape May Alt Contact		
	** Petrosh's Big Top is responsible for the delivery/set up & breakdown (only) of rides **		
	Tax ID 21-6005700		

50% NON Refundable Deposit due to Reserve, If canceled deposit is forfeited

Rep:

Sales Tax (6.625%) \$0.00

Petrosh Big Top is NOT Responsible for Underground Gas Lines, Sprinklers, or any other Underground Objects.

Total \$950.00

Payments/Credits \$0.00

Balance Due \$950.00

X

I agree to the Terms and Conditions of the Rental Co. A 50% NON REFUNDABLE deposit req to reserve. If week of payment in full due, NO Refunds/Cancellations

Family Owned and Operated for 25 Years

3.75% Charge on all Credit/Debit Card

Petrosh's Big Top LLC 55074868
Petrosh's Big Top Rentals
1144 West Whitehorse Pike
Egg Harbor City, NJ 08215

<i>NJ #</i>	<i>Ride Name</i>	<i>Mfg. Serial #</i>	<i>Mfg. Name</i>	<i>Permit #</i>
03905	Inflatable Slide	100215	Ninja Jump Inc.	I-18210
03906	Inflatable Bounce	71944	Ninja Jump Inc.	I-18187
05435	Monster Truck	73236	Ninja Jump Inc.	I-18188
05483	Fire Truck 3 In 1	89718	Ninja Jump Inc.	I-18205
06892	Big Kahuna	607Q5906	The Inflatable Store	I-18211
07556	Castle Jump	RJM-81950	Ninja Jump Inc.	I-18186

Permitted Rides by Owners for 2026

As of Wednesday, May 27, 2026

07693	Big Kahuna	509Q8948	The Inflatable Store	I-18199
07694	Lil' Splash Slide	210Q9984	The Inflatable Store	I-18203
07695	Module House	RJL-100094	Ninja Jump Inc.	I-18202
07696	Surf the Wave	83097	Ninja Jump	I-18201
08650	Monster Dry Slide	INTS-503456	Ninja Jump	I-18207
08651	Monster Obstacle Course	INTS-502745	Ninja Jump	I-18208
09213	Castle 2	RJM-104511	Ninja Jump	I-18191
09214	Castle 2	RJM-104517	Ninja Jump	I-18190
09215	Module Combo 4	INTL-503333	Ninja Jump	I-18189
09216	Module House	RJL-500750	Ninja Jump	I-18183
09499	Monster Obstacle Course	INTS-105512	Ninja Jump	I-18209
10209	Monster Obstacle	INTS 518527	Ninja Jump	I-18198
10210	Monster Obstacle	INTS 518528	Ninja Jump	I-18197
10480	Monster Obstacle Course	INTS-520857	Ninja Jump	I-18196
10481	Monster Obstacle Course	INTS-520859	Ninja Jump	I-18195
10482	Monster Dry Slide	INTS-520848	Ninja Jump	I-18194
10483	Monster Dry Slide	INTS-511276	Ninja Jump	I-18204
11769	Module House	702989	Ninja Jump	I-18185
11770	Module House	702747	Ninja Jump	I-18184
11951	Train Combo Jump N Slid	703414	Ninja Jump	I-18200
12453	Big Kahuna	0824IFF311996W19XLS	The Inflatable Store	I-18206
12598	Monster Dry Slide	706587	Ninja Jump	I-18192
12599	Monster Dry Slide	706586	Ninja Jump	I-18193

AMUSEMENT RIDES

HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of Lower Township
and Petrosh's Big Top (Contractor).

WITNESSETH:

1. Petrosh's Big Top (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of Lower Township from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the installation, operation, use, or disassembly of any amusement ride equipment or device and/or the supervision thereof.

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

Workers Compensation/Employers Liability: 1,000,000.

General Liability: 1,000,000.

Automobile Liability: 1,000,000.

Umbrella Liability: _____

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

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

Event: NNC Date: 8/4/20 Rain Date: _____

Dated: 7/14/20 Signed: _____
Authorized Signature of the Contractor

Witness: [Signature]

Rental Agreement between Petrosh's Big Top and Lower Twop for Event Date 8/4/26

I understand and acknowledge that the activity to be engaged in through my rental of an inflatable, interactive amusement device brings with it both the known and unanticipated risks to myself, my guests, and to my invitee. Those risks included but are not limited to: Falling, slipping, crashing and colliding, and could result in injuries, illness, disease, emotional distress and death, and/or property damage to myself, my guest and to my invitees.

☒ I agree to have an ADULT supervise both the equipment and its use at all times while equipment is in the possession of the customer. A set of rules and directions are displayed on the unit and the driver setting up the unit will also explain the safety rules which I agree to follow and utilize at all times during operation and use of the unit. The customer understands that no operator has been left with the unit and is solely responsible for the correct and safe operation of this equipment. Customer voluntarily agrees to keep and maintain all safety rules that have been explained by the driver and rules listed on the unit.

☐ I agree to use Petrosh's Big Top operators to supervise inflatable rides (at my cost). Said operator will supervise the equipment at all times and abide by all safety rules. Supervisor will assume responsibility of the ride NOT the physical property

Petrosh's Big Top is Responsible for Set Up, Breakdown & Care of all Rides

There is a 50% deposit required on ALL rentals. This deposit is NON-REFUNDABLE.

Units shall be inflated at ALL times until the driver picks up the unit so that the unit can be inspected. All equipment must be located at the address listed on the reservation during the rental period. The unit will be inspected upon delivery and before removal for cleanliness, damage and functionality. IF the unit requires cleaning by the driver, there will be an additional \$50.00 cleaning charge, payable to the driver. ABSOLUTELY NO "SILLY STRING" to be in, on, or around the equipment as it will damage the vinyl. Any damage to the unit will be charged to the customer at the rate of \$50.00 minimum per incident.

Problems do arise at times and if there is any problem, the customer will contact Petrosh's Big Top so that an employee can be sent out to correct the problem. Our weather policy is that if it is raining, lightning or strong winds we have the right to pick up the equipment and no refund will be given. We will inform you of this policy over the phone, in person and/or in writing if there is a chance of bad weather in the forecast.

I acknowledge and certify that I have had sufficient opportunity to read the entire Rental Agreement and Acknowledgement of Risks that I understand its content and that I execute it freely, intelligently and without duress of any kind and agree to it by its terms. I further warrant and represent that I am either, the customer named below or I am authorized and empowered to accept delivery of the equipment and to sign this agreement on their behalf. Further I agree that I am binding myself personally as an additional party to all of the terms and conditions of this agreement. I also agree that I am over 18 years of age as proven by valid acceptable identification. If no identification is available, driver will not deliver the equipment.

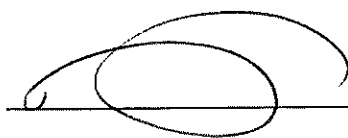
If ANYONE other than the driver shows up to take the equipment, call the business phone number immediately 609-804-9805.

Print Name: _____

Signature: _____

Date: _____

Petrosh's Big Top



Date:

7/14/26

ACORD

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/15/2026

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 Acrisure East Insurance Services, LLC 3 Sylvan Way, Suite 200 Parsippany NJ 07054		CONTACT NAME: Erika Picinic PHONE (A/C, No, Ext): 973-227-0025 E-MAIL ADDRESS: epicinic@acrisure.com FAX (A/C, No): 973-227-4026	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Arch Insurance Company	11150
INSURED Petrosch's Big Top, LLC 1144 W. White Horse Pike Egg Harbor City NJ 08215		INSURER B: New Jersey Manufacturers Insurance Company	12122
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 686977994

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable In WY

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		PRPKG0044109	6/22/2026	6/22/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED ☐ RETENTION \$						
B	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	W423038	3/25/2026	3/25/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			PRPKG0044109	6/22/2026	6/22/2027	Blanket Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excluded individual on Worker's Compensation Policy: Steve Petrosch.
 Township of Lower is included as Additional Insured for General Liability if required by written contract for work performed by the named insured.

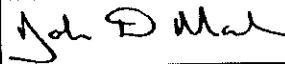
CERTIFICATE HOLDER

CANCELLATION

 Township of Lower
 2600 Bayshore Rd
 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



ACORD 25 (2025/12)

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PETRBIG-01

BGAYNOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2026

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 Insurance Agencies, Inc. 1601 New Road Suite 100 PO Box 226 Northfield, NJ 08225	CONTACT Brandy Gaynor	
	PHONE (A/C, No, Ext): (609) 646-1000 616	FAX (A/C, No):
	E-MAIL Address: bgaynor@insuranceagenciesinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Farmers of Salem County	13854
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Petrosh's Big Top LLC
1144 W. White Horse Pike
Egg Harbor City, NJ 08216

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		CANJM04136	12/17/2025	12/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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)
Township of Lower is named as Additional Insured, as per written contract.

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

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

RESOLUTION #2026-263

Title: A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority (the "CMCMUA" or "Authority") has designed, financed, acquired, constructed, expanded, and currently operates a solid waste management system (the "System"), which presently serves the entire County of Cape May, State of New Jersey, for the disposal, transfer, and recycling of solid waste; and

WHEREAS, the Township of Lower has utilized the services of the CMCMUA's System and desires to continue utilizing such services: and

WHEREAS, there presently exists an agreement between the Township of Lower and the Authority for the use of the CMCMUA's System for the disposal, transfer, and recycling of solid waste, entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services," which will expire on December 31, 2026; and

WHEREAS, the Township of Lower and the Authority desire to enter into a new Shared Services Agreement for Solid Waste Disposal and Recycling Services, effective January 1, 2027, and continuing through December 31, 2029; and

WHEREAS, the Authority has offered the Agreement to the Township of Lower in order to more efficiently provide, and continue to provide, municipalities within Cape May County with access to and use of the CMCMUA's System from January 1, 2027, through December 31, 2029; and

WHEREAS, the Authority has submitted the same proposed form of the Agreement to all Cape May County municipalities, which Agreement provides for solid waste disposal and certain recycling services through December 31, 2029; and

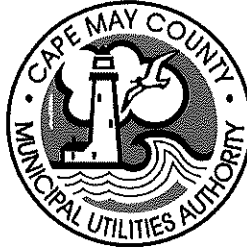
WHEREAS, N.J.S.A. 40A:65-1 et seq., known as the Uniform Shared Services and Consolidation Act, authorizes local units, including municipalities, to enter into contracts with other local units for the provision and sharing of governmental services; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, and State of New Jersey, that the Township of Lower is hereby authorized to enter into the Agreement with the Authority, entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services," effective January 1, 2027, and continuing through December 31, 2029, substantially in the form maintained on file in the Office of the Township Clerk, and that the appropriate Township of Lower officials are hereby authorized and directed to execute said Agreement.

	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 July 20, 2026

Karen S. Fournier, Township Clerk



Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210
Telephone: (609) 465-9026 • Telefax: (609) 465-9025
www.cmcma.com

July 8, 2026

Mayor Frank Sippel
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

RE: Proposed Shared Services Agreement for Solid Waste Disposal and Recycling Services

Dear Mayor Sippel:

Enclosed for your governing body's consideration is a proposed "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the Cape May County Municipal Utilities Authority ("CMCMA" and/or "Authority"). This proposed Agreement, which is being presented to all 16 Cape May County municipalities, commences on January 1, 2027, and terminates on December 31, 2029.

Key modifications to the current Agreement, which expires on December 31, 2026, are detailed below.

Below is a summary of the proposed Agreement:

1. The proposed Agreement term is for three (3) years. The term commences on January 1, 2027 and terminates on December 31, 2029.
2. The Municipality shall cause all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material generated within its corporate boundaries and collected by, or on behalf of the Municipality to be delivered to the Authority.
3. The Authority will continue to accept, at no charge, for the term of the Agreement, all Single Stream Recyclable Materials, as detailed in Exhibit "A", delivered by, or on behalf of, participating Municipalities.
4. The Authority will continue to accept, at no charge, for the term of the Agreement, an extensive list of Source Separated Recyclable Materials, as detailed in Exhibit "B", delivered by, or on behalf of, participating Municipalities.
5. The Authority will continue to provide, at no additional cost, four (4) days of free Bulky Waste disposal for Municipalities that participate in the "Litter Abatement Partnership Program."

Cape May County Municipal Utilities Authority

July 8, 2026

Page 2

6. For Municipalities executing this Agreement, the Authority may implement annual adjustments to Solid Waste tipping fees based on the rates set in the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" as follows: for calendar year 2027, an increase not exceeding three and a quarter percent (3.25%) over 2026 fees; for calendar year 2028, an increase of no more than three and a quarter percent (3.25%) over 2027 fees; and for calendar year 2029, a maximum increase of three and a half percent (3.50%) over 2028 fees.

I am enclosing the following documents for consideration by the governing body of your municipality:

- Certified Resolution as adopted by the CMCMUA authorizing the execution of the "Shared Services Agreement for Solid Waste Disposal and Recycling Services";
- Two (2) original copies of the "Shared Services Agreement for Solid Waste Disposal and Recycling Services" for execution by your Municipality; and,
- A draft Resolution which authorizes your Municipality's execution of the proposed Agreement.

Please do not hesitate to contact me if you have any questions or require additional information regarding the documents provided.

Very truly yours,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY



Joseph V. Rizzuto
Executive Director

Enclosures

cc: Clerk Karen Fournier
Mr. Michael Laffey, Township Manager
Mr. James Craft, Chief Financial Officer

Cape May County Municipal Utilities Authority

RESOLUTION NO. 87-26

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA"/"Authority") owns and operates a solid waste system ("System") which presently serves the entire County of Cape May in the State of New Jersey, for the disposal, transfer, and recycling of solid waste; and,

WHEREAS, there presently exists an agreement between various municipalities within Cape May County (hereinafter the "Municipalities") and the CMCMUA for the use of the System for the disposal, transfer, and recycling of solid waste for a one (1) year period ending on December 31, 2026 entitled "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement"); and,

WHEREAS, the CMCMUA now desires to offer to each municipality within Cape May County the opportunity to enter into a new three (3) year Agreement and to fix the expiration date of said Agreement to occur on December 31, 2029; and,

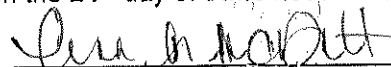
WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes a municipality to enter into a contract with any other local unit for sharing of governmental services.

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

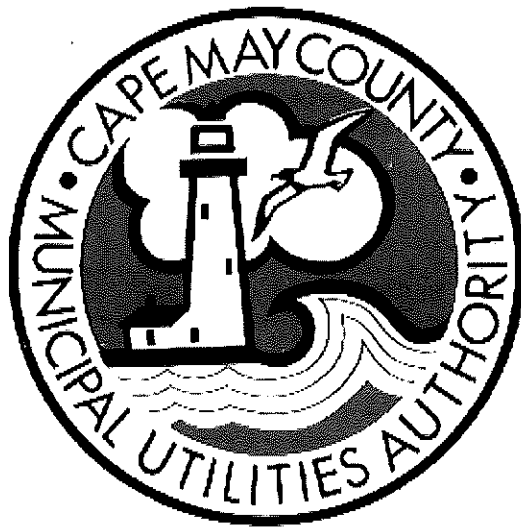
1. The Cape May County Municipal Utilities Authority hereby approves the "Shared Services Agreement for Solid Waste Disposal and Recycling Services", in substantially the same form as currently on file with the Authority's Office Manager with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
2. The Authority's Executive Director, or Deputy Director, is hereby authorized to execute said Agreement with each municipality within Cape May County.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns	X		X			
Ms. Callinan		X	X			
Mr. Matalucci			X			
Ms. Prettyman			X			
Mr. Rotondi			X			
Mr. Zampirri			X			
Mr. Betts			X			

I hereby certify the foregoing to be a true and correct copy of Resolution No. 87-26 adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the 24th day of June 2026.


Assistant Secretary

**SHARED SERVICES
AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**



**Between
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
and
TOWNSHIP OF LOWER**

**Effective
January 1, 2027**

SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

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SHARED SERVICES AGREEMENT
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

This Agreement, is made and dated as of this _____ day of _____, 20____, by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, (the "CMCMUA"), a body corporate and politic of the State of New Jersey and the TOWNSHIP OF LOWER hereinafter called ("Municipality").

WITNESSETH:

WHEREAS, the CMCMUA has designed, financed, acquired, constructed, expanded and currently operates a solid waste management system to serve the County of Cape May; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

WHEREAS, the Municipality wishes to enter into a "Shared Services Agreement for Solid Waste Disposal and Recycling Services" ("Agreement") with the CMCMUA for a period ending on December 31, 2029; and

WHEREAS, the CMCMUA and the Municipality are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an Agreement, subject to confirmation by Resolution of the governing body of the Authority and by Ordinance of the governing body of the Municipality, to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of shared services and the like.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants set forth in this Agreement, the CMCMUA and the Municipality agree as follows:

Article I. Definitions

"Parties" shall mean the CMCMUA and the Municipality.

"Party" shall mean the CMCMUA or the Municipality.

"Single Stream Recyclable Material" shall consist of all Single Stream Recyclable Material as defined in the "*Cape May County Solid Waste Management Plan*", as amended, the "*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*", as amended, and as summarized in Exhibit "A".

"Solid Waste" shall consist of "Type 10 - Municipal Solid Waste", "Type 13 - Bulky Waste", "Type 23 - Vegetative Waste", "Type 25 - Animal and Food Processing Waste", and "Type 27 - Dry Industrial Waste (non-hazardous)" as defined in N.J.A.C. 7:26-2.13(g)(1) or any successor regulation governing the definition of said solid waste types.

"Source Separated Recyclable Material" shall consist of all source separated materials as defined in the "*Cape May County Solid Waste Management Plan*", as amended, the "*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*", as amended, and as summarized in Exhibit "B".

Article II. Commencement and Term

This Agreement shall become effective upon its execution by both Parties with a commencement date of January 1, 2027 and shall remain in effect through December 31, 2029.

Article III. Municipality Responsibilities

During the term of this Agreement and in accordance with the terms and conditions of this Agreement, the "*Cape May County Solid Waste Management Plan*", as amended, (hereinafter the "Plan") and the "*Cape May County Municipal Utilities Authority Terms and Conditions for the Use of the CMCMUA Solid Waste and Recycling Facilities*", as amended, (hereinafter the "Terms and Conditions"), the Municipality shall maintain a community-wide recycling program and shall cause all Solid Waste and Single Stream Recyclable Material generated within its corporate boundaries and collected by, or on behalf of, the Municipality to be delivered to the CMCMUA.

The Municipality shall be responsible for all Single Stream Recyclable Material and Source Separated Recyclable Material designated by the Plan or the Terms and Conditions delivered to the CMCMUA to be free from all contaminants.

Loads of Single Stream Recyclable Material and Source Separated Recyclable Material found to contain contaminants will initially be subject to a warning, an explanation of the contamination problem and, when applicable, recommendations on how to eliminate contaminants from future loads. Subsequent contaminated loads shall be subject to rejection or a surcharge by the CMCMUA.

Article IV. CMCMUA Responsibilities

The CMCMUA shall accept for disposal all Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality consistent with the requirements as set forth in Article III of this Agreement.

During the term of this Agreement, and consistent with the terms of this Agreement, the CMCMUA shall continue to make its existing Solid Waste Transfer Station available as a Solid Waste and/or Single Stream Recyclable Material and Source Separated Recyclable Material drop-off location for each Municipality that enters into this Agreement.

Prior to making any substantive amendments to the current Terms and Conditions, the CMCMUA shall provide notice to the Municipality and schedule a public hearing to afford an opportunity for comment by the Municipality and the general public.

The CMCMUA shall also provide the services enumerated in Exhibit "A" and Exhibit "B" to this Agreement without imposition of fees to the Municipality for their sole and exclusive benefit through the term of this Agreement.

Article V. Ownership of Single Stream Recyclable Material and Source Separated Recyclable Material

All Single Stream Recyclable Material and Source Separated Recyclable Material delivered by, or on behalf of, the Municipality and accepted by the CMCMUA shall become the sole property of the CMCMUA.

Article VI. Solid Waste Disposal Rates^{21,22,23, 24}

The CMCMUA shall charge the Municipality a Solid Waste tipping fee for all Type 10 - Municipal Solid Waste, Type 13 - Bulky Waste, Type 23 - Vegetative Waste, Type 25 - Animal and Food Processing Waste, and Type 27 - Dry Industrial Waste (non-hazardous) delivered by, or on behalf of, the Municipality to the CMCMUA in an amount as established by the "*Cape May County Municipal Utilities Authority Solid Waste and Recycling User Fees and Surcharges*" ("User Fees") as amended by the CMCMUA from time to time. For Calendar Year 2027, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a quarter percent (3.25%) from the Solid Waste tipping fees as established in the User Fees, effective January 1, 2026. For Calendar Year 2028, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a quarter percent (3.25%) from the Solid Waste tipping fees as established in the User Fees, effective January 2027. For Calendar Year 2029, the Solid Waste tipping fees for the above referenced Solid Waste types may increase by no more than three and a half percent (3.50%) from the Solid Waste tipping fees as established in the User Fees, effective January 2028. The Solid Waste tipping fees shall be inclusive of all CMCMUA costs for disposal of the Municipality's Solid Waste including, but not limited to, the operating costs for the CMCMUA's Sanitary Landfill and Solid Waste Transfer Station; all debt incurred by the CMCMUA in the planning and development of the solid waste management system including, if applicable, enforcement/collection of such costs; expenses of the CMCMUA associated with the amendment and/or enforcement of the provisions of the Plan; all current State mandated Solid Waste taxes and other mandatory charges; and, the cost of providing the services to the Municipality enumerated in Exhibits A and B of this Agreement.

²¹ The maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of Type 13C - Construction and Demolition Waste.

²² Tires shall not be mixed with any waste type accepted by the CMCMUA for disposal pursuant to this provision.

²³ Loads of source separated tires shall continue to be accepted by the CMCMUA for recycling; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to either tires accepted for recycling or to loads that contain tires mixed with other Solid Waste types for disposal.

²⁴ Asbestos and/or asbestos containing materials shall continue to be accepted by the CMCMUA for disposal; however, the maximum Solid Waste tipping fees referred to in this provision shall not apply to the disposal of asbestos and/or asbestos containing materials.

The CMCMUA reserves the right to further amend the Solid Waste tipping fees, as provided for herein, in the event that the current Solid Waste taxes, fees or other mandatory charges are increased during the term of this Agreement by any federal, state or local agencies having jurisdiction over the CMCMUA's disposal of Solid Waste. In such event, the Municipality will be notified of the reason for, and the amount of, such increase.

The CMCMUA shall determine, propose and adopt Solid Waste tipping fees annually, which fees shall be applicable to the disposal of various categories of Solid Waste generated within Cape May County, pursuant to the CMCMUA's budgetary process; however, in no event shall the Solid Waste tipping fees proposed and/or adopted by the CMCMUA, applicable to the Solid Waste delivered to the CMCMUA for disposal by the Municipality in accordance with the terms of this Agreement, exceed the Solid Waste tipping fees established pursuant to the provisions of this Section of this Agreement.

The CMCMUA shall notify the Municipality of any changes proposed to the CMCMUA's then current Solid Waste tipping fees, resulting from the CMCMUA's annual budgetary process. Notwithstanding the CMCMUA's budgetary process, however, any changes proposed to the CMCMUA's then current Solid Waste tipping fees shall not result in an increase in the Solid Waste tipping fees, applicable to the Municipality, which are in excess of the Solid Waste tipping fees described herein. The CMCMUA shall notify the Municipality of any proposed changes to the then current Solid Waste tipping fees, which shall be applicable to the Municipality for the succeeding Calendar Year, by November 15th, as applicable.

In the event the CMCMUA's annual debt service payments are decreased, as a result of the CMCMUA's receipt of supplemental grant funding for the purpose of debt reduction from the State of New Jersey, or any other source, said decrease shall be judiciously applied by the CMCMUA in accordance with the CMCMUA's annual budgetary process, thereby reducing the debt component of the Solid Waste tipping fee from year to year until all such funds have been fully applied for this purpose ²⁵.

²⁵ The CMCMUA will utilize all such supplemental funding which it receives, **if any**, for the purpose of debt reduction over a multi-year period to ensure rate stability.

The Solid Waste tipping fees, as set forth in this Section, shall only apply to the Municipalities that execute this Agreement and that comply with all other provisions recited herein.

Article VII. Single Stream Recyclable Material Disposal Rates

The receipt of Single Stream Recyclable Material generated within and collected by, or on behalf of, the Municipality shall be provided to the Municipality at no charge provided that the CMCMUA is the sole market utilized for all Single Stream Recyclable Material generated within and/or collected by, or on behalf of, the Municipality and further provided that the Municipality performs in accordance with all substantive terms and conditions of this Agreement, the Plan, and the Terms and Conditions.

Article VIII. Billing and Payments

The CMCMUA shall invoice the Municipality at the beginning of each month for the total quantity of Solid Waste and/or, if applicable, any Single Stream Recyclable Material which are subject to a tipping fee and/or surcharge, delivered to the CMCMUA by, or on behalf of, the Municipality during the preceding month.

Article IX. Single Stream Recyclable Material Reports

The CMCMUA shall provide monthly and annual reports to the Municipality specifying and certifying the quantity of Single Stream Recyclable Material delivered to the CMCMUA.

Article X. Technical and Educational Assistance

The CMCMUA shall provide assistance with continuing education programs and promotional activities to encourage and expand recycling in Cape May County.

The CMCMUA shall provide technical support and assistance for recycling programs and collection services that the Municipality provides to its residents.

Article XI. Ordinances

The Municipality shall adopt, enforce, and periodically review and renew anti-scavenging ordinances and mandatory source separation ordinances as required by the New Jersey Mandatory Source Separation and Recycling Act and/or the Plan as amended from time to time.

The Municipality shall also inform residents and businesses of their obligation to participate in the Municipality's Single Stream Recyclable Material collection program, as required by the New Jersey Mandatory Source Separation and Recycling Act (N.J.S.A. 13:1E-99.16).

Article XII. CMCMUA Solid Waste Facilities Dates and Hours of Operation

The CMCMUA Solid Waste Facilities shall accept the delivery of Municipal Solid Waste, Single Stream Recyclable Material, and Source Separated Recyclable Material as applicable, six (6) days per week. The operating hours, including Holiday hours, for said facilities shall be consistent with the current hours of operation and as approved by the New Jersey Department of Environmental Protection. The CMCMUA shall post the dates and hours of operation of its Solid Waste Facilities on the CMCMUA's website, www.cmcmua.com. CMCMUA Solid Waste Facilities shall be closed on Sundays.

Article XIII. Licensing of Transporters

Each Solid Waste hauler/transporter who delivers Solid Waste, Single Stream Recyclable Material, and/or Source Separated Recyclable Material to the CMCMUA on behalf of the Municipality under the terms of this Agreement must be licensed under, and in accordance with the laws of the State of New Jersey. Annually, the Municipality shall advise the CMCMUA as to the identity of each Solid Waste hauler/transporter utilized by the Municipality, as well as their respective collection schedules.

Article XIV. Monitoring of Solid Waste Disposal Activities

The CMCMUA and the Municipality agree to cooperate in the monitoring of waste disposal activities within the Municipality in order to ensure that all Solid Waste generated within the Municipality is properly disposed of and, if applicable, to ensure that all Solid Waste generators and Solid Waste haulers/transporters operating within the Municipality comply with the provisions of the Plan and all applicable New Jersey Statutes and/or Regulations. In this regard, the Municipality and the CMCMUA agree to share information regarding Solid Waste disposal activities within the Municipality.

The Municipality shall utilize its best efforts to obtain from any applicant/contractor applying for a permit to perform construction/demolition work and/or Asbestos Containing

Material ("ACM") removal work within the Municipality the identity and location of the proposed disposal facility for all Solid Waste and/or ACM generated as a result of the on-site construction/demolition or removal activities. All such information shall be promptly forwarded by the Municipality to the CMCMUA.

In addition, the Municipality shall also utilize its best efforts to obtain copies of all receipts for the disposal of waste material generated as a result of any construction/demolition or ACM removal activities within the Municipality.

Article XV. Failure of the Municipality to Perform

In the event that the Municipality fails to perform in accordance with any or all of the substantive terms and conditions of this Agreement, the CMCMUA shall assess a surcharge for the processing of low revenue Single Stream Recyclable Material. The amount of the aforementioned surcharges shall be determined each month by the CMCMUA based upon the value of the incoming Single Stream Recyclable Material delivered to the CMCMUA (adjusted for measured or estimated composition and the prior month's actual market revenues per ton) plus composition sampling fees. The CMCMUA shall reserve the right, at its sole discretion, to discontinue, temporarily, or permanently, the acceptance of Single Stream Recyclable Material from the Municipality upon thirty (30) days written notice if the Municipality fails to cure the delivery breach within thirty (30) days of the first violation.

In the event that the Municipality fails to deliver or fails to have delivered to the CMCMUA all Solid Waste generated and/or collected for disposal within its corporate boundaries, the CMCMUA shall establish and charge a tipping fee to the Municipality for all Single Stream Recyclable Material delivered to the CMCMUA by, or on behalf of, the Municipality which shall be equal to the CMCMUA's actual cost of processing Single Stream Recyclable Material. In addition, the CMCMUA reserves the right to exercise any or all of the measures described above.

Article XVI. Failure of the CMCMUA to Perform

In the event that the CMCMUA fails to perform in accordance with any of the substantive terms and conditions of this Agreement, the Municipality shall provide written notification to the CMCMUA describing the specific Agreement breach. The CMCMUA shall

have thirty (30) days from actual receipt of the written notification to cure the identified Agreement breach. In the event the CMCMUA does not cure the breach within the allowable timeframe, the Municipality may terminate this Agreement at any time upon thirty (30) days prior written notice to the CMCMUA.

Article XVII. Disputes

All disputes between the Municipality and the CMCMUA shall be resolved by direct and timely negotiations between both Parties. In the event that such disputes cannot be mutually resolved, arbitration may be considered by both Parties or litigation may be pursued. In such action the Party which does not prevail in such arbitration or litigation shall pay all reasonable legal and other costs associated with such action as may be incurred by both Parties.

Article XVIII. Force Majeure

The performance of this Agreement may be suspended and the obligations thereunder excused, in the event and during the period that such performance is prevented by a cause or causes beyond the control of either Party. Such causes shall include failure of the CMCMUA to receive anticipated quantities of non-recycled solid waste, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; or prohibition of the solid waste or recycling operations envisioned by this Agreement by judicial order, administrative or governmental laws, regulations, rules, requirements, orders or actions, including refusal to issue, cancellation, suspension or revocation of any permit, license or other authorization necessary for the operations envisioned by this Agreement; or national defense requirements; labor strike, lockout or injunction. Notwithstanding any provision herein to the contrary, reasonable notice will be provided to the Municipality upon suspension of services herein.

Article XIX. Excusable Termination of Agreement

This Agreement may be terminated by either Party, without penalty, for the reasons set forth in the Force Majeure clause above. Notwithstanding any provision to the contrary, the CMCMUA shall give as much notice of termination as is reasonable under the circumstances, except that in the case of failure of the CMCMUA to receive anticipated quantities of non-

recycled Solid Waste, the CMCMUA shall give the Municipality at least sixty (60) days' notice of termination.

Article XX. Penalty

In the event of a breach of this Agreement by either Party which is not excused under Articles XVIII or XIX, the other Party shall have the right to seek specific performance, compensatory and/or incidental damages.

Article XXI. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey, and shall be in all respects governed, construed, and applied and enforced in accordance with the laws of this State and the Parties to this Agreement hereby agree to service of process for any claim or controversy arising out of this Agreement. Any actions, claims or suits shall be adjudicated and venued in the Superior Court of New Jersey, Cape May County.

Article XXII. Severability

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provisions hereof.

In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement, or such other appropriate actions as to the maximum extent practicable in light of such determination, in order to implement and give effect to the intentions of the Parties reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XXIII. Successors and Assigns

Each reference to the CMCMUA herein shall be deemed to include its successors and assigns in whose favor the provisions of this Agreement shall inure. This Agreement shall also be binding on the successors and assigns of the Municipality.

Article XXIV. Notices

All notices given under this Agreement shall be deemed properly served if delivered in writing personally to the CMCMUA Administrative Offices located at 1523 Route 9 North, Cape May Court House, New Jersey, or sent by certified mail addressed to:

In the Case of the CMCMUA:

Executive Director
Cape May County Municipal Utilities Authority
1523 Route 9 North
Cape May Court House, New Jersey 08210; and

In the case of the Municipality addressed to:

Mayor Frank Sippel
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Article XXV. Successor Agreement

Following execution of this Agreement by the Municipality and the CMCMUA, effective January 1, 2027, this Agreement shall supersede and replace any and all prior Shared Services Agreement for Solid Waste Disposal and Recycling Service Agreements between the Parties hereto.

Article XXVI. Entire Agreement

This Agreement contains the entire agreement between the CMCMUA and the Municipality and cannot be changed orally. Any further amendment to the provisions of this Agreement must be in writing and approved by both the Municipality and the CMCMUA. Any omission or delay by either Party to this Agreement in exercising any right hereunder shall not operate as a waiver, and a waiver in one instance shall not act as a waiver in any other instance and the single or partial exercise of any such right or rights shall not preclude any other or further exercise thereof.

Article XXVII. Favored Municipality Status

The Parties agree that the terms and conditions of this Agreement are the same as the terms and conditions of any other agreements which apply to the CMCMUA's provision of Solid Waste disposal and Recycling services offered to and/or accepted by all other municipalities in Cape May County, New Jersey. In the event that any agreements with such other municipalities in Cape May County, New Jersey contain more favorable terms and conditions to such other Municipalities, either presently or at any time during the term of this Agreement, the terms of this Agreement shall be modified so that they contain such favorable terms and conditions. In the event that the Authority does not offer to modify this Agreement accordingly, the Municipality shall have the right to terminate this Agreement, or seek specific performance thereof, upon providing the CMCMUA thirty (30) days' notice. This provision shall apply, notwithstanding any other terms and conditions set forth in this Agreement.

**CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

ASSISTANT SECRETARY

DATE

TOWNSHIP OF LOWER

ATTEST:

MUNICIPAL CLERK

DATE

EXHIBIT "A"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SINGLE STREAM RECYCLING PROGRAM

<u>Single Stream Recyclable Material</u>	<u>Disposition</u>
° <u>Paper Products</u> - Newspaper with inserts, magazines, office paper, junk mail, telephone and paperback books, corrugated cardboard boxes, brown paper bags, non-foil wrapping paper, chipboard packaging (including but not limited to dry food boxes such as cereal, rice, pasta, cookie, cracker, etc. with liner bags removed and thrown into the trash), gift boxes, shoe boxes, tissue boxes, powdered detergent boxes, paper towel rolls, clean pizza boxes (no food debris), and soda and beer carriers. All food contaminated paper and waxed-coated cardboard containers (gable-top milk and juice cartons) and/or boxes shall be disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
° <u>Glass Food & Beverage Containers</u> - Rinsed and clean clear, green and brown food and beverage bottles, jugs and jars. Excluding blue bottles, window glass, ceramic cups and dishes, and light bulbs. Caps and lids shall be removed from containers and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
° <u>Metal Food & Beverage Cans</u> - Rinsed and clean aluminum and steel food and beverage cans, 2.5 gallons or less in size. Excluding paint cans, cookware, or flatware. Caps and lids shall be removed from cans and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹
° <u>Plastic Bottles, Jars, Jugs, and Containers</u> - Rinsed and clean plastic bottles, jars, jugs, and other hard plastic containers, regardless of color, 2.5 gallons or less in size. Including plastic bottles, jars, jugs, and containers used in food, beverage, health, beauty and cleaning products. Examples include, but are not limited to; margarine tubs, microwave trays, yogurt containers. Excluding Styrofoam packaging, plastic Solo® cups, empty medicine bottles, polystyrene egg cartons, beverage cups, PVC pipe, and plastic film (i.e. shopping bags). Excluding plastic bottles, jars, jugs, and containers that contained chemicals or hazardous products, such as motor oil or pesticide. Caps and lids shall be removed from containers and disposed of as trash.	Curbside collection provided by municipality. Some municipalities provide a drop off depot. Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities. ¹

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CCMUA.

EXHIBIT "B"

TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

Source Separated Recyclable Material	Disposition
◦ <u>Computers and Consumer Electronics</u> – Computers and associated hardware including keyboards, modems, printers, scanners and fax machines, monitors, flat panel displays. Also includes televisions, cell phones, VCR's, DVD players, radios and landline telephones.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge for participating municipalities, businesses, non-profits, and residents. ¹ Some municipalities provide curbside collection or a container at their drop off depot.
◦ <u>"White Goods" not containing "CFC"</u> – Bulky household metals including washers, dryers, ovens, and water heaters.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>"White Goods" containing "CFC"</u> – refrigerators, freezers, air conditioners, water coolers, and other "CFC" appliances.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. "CFC's" will be removed free of charge. ¹
◦ <u>All ferrous and non-ferrous scrap</u> – metal, sheet metal, metal piping, aluminum siding, old metal tools, and cookware. Excluding auto and truck bodies, chain link fencing, wire, cable and mattress springs.	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Leaves</u>	Delivered to leaf compost staging area at the Sanitary Landfill Complex only at no charge. ¹
◦ <u>Grass Clippings and Christmas Trees</u>	Grass clippings are to be delivered to and accepted at the Sanitary Landfill Complex only at no charge. Christmas trees are accepted at the Sanitary Landfill Complex and the Transfer Station at no charge only through January 31 st . ¹
◦ <u>Wood Pallets</u>	Delivered to the Multi-Class Recycling Center at the Sanitary Landfill Complex and the Transfer Station at no charge. ¹
◦ <u>Film Plastic</u> - including clear, white and blue boat shrink wrap, greenhouse film and other pre-approved non-printed film plastics	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge. ¹
◦ <u>Street Sweepings</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Catch Basin Clean Out (dewatered)</u>	Delivered to the Sanitary Landfill Complex at no charge. ¹
◦ <u>Household Hazardous Waste Collection Days</u>	The Authority will continue to provide this service by scheduling two (2) collection days each year and accepting household hazardous waste from residents and other non-regulated generators within the Municipality at no charge (limited to quantities up to 25 gallons and/or up to 100 pounds per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

EXHIBIT "B"

**TO THE SHARED SERVICES AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLING
SERVICES**

CAPE MAY COUNTY SOURCE SEPARATED RECYCLING PROGRAM

<u>Source Separated Recyclable Material</u>	<u>Disposition</u>
° <u>Litter Abatement Program</u>	The Authority will continue to provide four (4) days of free Bulky Waste Disposal for Municipalities that participate in the "Litter Abatement Partnership Program".
° <u>Abandoned Buildings</u>	This service will allow free disposal of Type 13C solid waste resulting from municipal demolition of abandoned and/or fire damaged buildings up to an annual maximum amount equal to 1% of the billable tons (Types 10, 13 & 13C) delivered by or on behalf of Municipality; i.e., those tons directly paid for by the Municipality during the preceding calendar year. A representative from the CMCMUA Solid Waste Department must pre-approve any structures being demolished under this provision, and a five (5) days prior notice to the CMCMUA is required for free disposal of demolition material by the Municipality. No asbestos or asbestos containing materials will be accepted as part of this free disposal service.
° <u>Lead Acid Batteries</u> - including motor vehicle, aviation, marine and SLA ¹ (sealed lead acid) batteries	Delivered to the Sanitary Landfill Complex or Transfer Station at no charge.
° <u>Antifreeze</u> – which is free of contaminants	Delivered to the Sanitary Landfill Complex or Transfer Station at no cost (limited to 5 gallons per day per customer).

¹ Participating Municipalities executed a Shared Services Agreement for Solid Waste Disposal and Recycling Services with the CMCMUA.

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

ORDINANCE #2026-14

Title: AN ORDINANCE AMENDING CHAPTER 7, TRAFFIC, ARTICLE I, GENERAL PROVISIONS, OF THE CODE OF THE TOWNSHIP OF LOWER

WHEREAS, in accordance with N.J.S.A. 39:4-197, municipalities are afforded the authority to regulate traffic and parking on municipal public rights-of-way throughout their respective jurisdictions; and

WHEREAS, Chapter 7, Traffic, of the Code of the Township of Lower establishes regulations pertaining to parking and traffic throughout the Township of Lower; and

WHEREAS, § 7-5 of the Code of the Township of Lower restricts vehicle traffic on various streets throughout the Township by designating specific streets as one-way streets; and

WHEREAS, the Township has received a request from property owners residing on East Richmond Avenue in the Diamond Beach Section of the Township to consider converting the roadway to a one-way street due to the narrowness of the existing roadway and the inability of two vehicles to pass side by side without creating a traffic conflict; and

WHEREAS, the Township Council of the Township of Lower has evaluated the request to convert East Richmond Avenue to a one-way street and has determined that it is appropriate to convert the roadway to a westbound one-way street.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that Chapter 7, Traffic, Article I, General Provisions, § 7-5, One-way streets, is hereby amended as follows:

Section 1. Chapter 7, Traffic, Article I, General Provisions, § 7-5, One-way Streets, is hereby amended as follows to designate East Richmond Avenue as a westbound one-way street:

§ 7-5 One-way streets.

The streets or parts of streets described in Schedule VI below are hereby designated as one-way streets in the direction indicated.

Schedule VI One-Way Streets			
Name of Street	Direction	Location	Parking Permitted
First Avenue	Westbound	Route No. 9 to Wilson Drive	
East Richmond Avenue	Westbound	Pacific Avenue to Park Boulevard	Both sides
Madison Avenue	Eastbound	Ocean Drive to Seaview Avenue	North side
Memphis Avenue	Eastbound	New Jersey to Pacific Avenue	Both sides
Memphis Avenue	Eastbound	Ocean Drive to Seaview Avenue	Both sides
North Station Road	Westbound	Seaview Avenue to Ocean Drive	Both sides
Ocean Avenue	Eastbound	Bayshore Road to Cornell Street	
Seaview Avenue	Northbound	Madison Avenue to southerly curbline of Raleigh Avenue	Both sides
Seaview Avenue	Northbound	Raleigh Avenue to the terminus	Both sides
Second Avenue	Eastbound	Route No. 9 to Wilson Drive	
Wilson Drive	Westbound	Route No. 9 to First Avenue	

Section 2. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 3. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 4. This Ordinance shall become effective 20 days after final passage and publication according to law.

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

First Reading: July 20, 2026

Adopted:

Attest: _____
Karen S. Fournier, Township Clerk

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

ORDINANCE #2026-15

Title: 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

WHEREAS, on February 22, 2021, the State of New Jersey enacted the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, P.L. 2021, c. 16 (N.J.S.A. 24:6I-31 et seq.) (the "CREAMM Act"), which established a comprehensive regulatory and licensing framework for adult-use cannabis; and

WHEREAS, on July 6, 2021, the Township Council adopted Ordinance Nos. 2021-13 and 2021-14, respectively amending Chapter 400 of the Township Code to authorize a limited number of Class 5 cannabis retail and Class 6 cannabis delivery licenses and amending Chapter 432 to establish annual municipal licensing fees for those businesses; and

WHEREAS, on November 15, 2021, the Township Council adopted Ordinance No. 2021-20 to refine the land use regulations governing Class 5 cannabis retail stores and Class 6 cannabis delivery services within the Township; and

WHEREAS, on December 10, 2021, the New Jersey Cannabis Regulatory Commission issued guidance to municipalities concerning municipal approval and preference, including guidance that, when a municipality supports more applicants than its local license cap, the municipality may employ a first-in-time standard based upon Commission approval until the local licensing cap is reached; and

WHEREAS, on January 4, 2023, the Township Council adopted Ordinance No. 2022-15 establishing the GB-1 Cannabis Overlay Zone and further revising the Township's zoning regulations for Class 5 cannabis retail stores and Class 6 cannabis delivery services; and

WHEREAS, the Township Code presently limits the number of Class 5 cannabis retail licenses to two and the number of Class 6 cannabis delivery licenses to two; and

WHEREAS, there are currently two applicants seeking Class 5 cannabis retail licenses who at substantially the same stage of the State licensing process, and, notwithstanding prior guidance provided by the Cannabis Regulatory Commission, the Cannabis Regulatory Commission has indicated that it will not approve one applicant over the other; and

WHEREAS, to permit both applicants to proceed without requiring the Commission to choose between them, the Township Council has elected to increase the maximum number of Class 5 cannabis retail licenses from two to three, while maintaining a future limit of three Class 5 cannabis retail licenses and two Class 6 cannabis delivery licenses within the Township.

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

Section 1. Section 400-56(P)(1) of Chapter 400, Land Development, of the Code of the Township of Lower is hereby amended and restated as follows:

§ 400-56 Conditional uses

P. Class 5 cannabis retail stores.

- (1) There shall be no more than three (3) Class 5 cannabis retail licenses issued or outstanding in the Township of Lower at any one time, and such licenses shall be confined to the GB-1 Cannabis Overlay Zone, MD-2, or I Zoning Districts. Cannabis retail stores shall not be permitted within any

other zone located within the Township of Lower. Class 5 cannabis retail stores located in the GB-1 Cannabis Overlay Zone are deemed to be permitted uses, subject to the provisions of § 400-111. No fourth or additional Class 5 cannabis retail license shall be issued, endorsed, or otherwise authorized by the Township.

Section 3. Section 432-4(O) of Chapter 432, Mercantile Licenses, of the Code of the Township of Lower is hereby amended and restated as follows:

- O. Retail and delivery cannabis licenses. Businesses engaged in the sale and/or delivery of cannabis items within the Township of Lower shall pay the annual licensing fees and shall be subject to the numerical license limits set forth below:
- (1) Class 5 cannabis retail licenses: \$2,000. No more than three (3) Class 5 cannabis retail licenses shall be issued within the Township at any one time.
 - (2) Class 6 cannabis delivery licenses: \$2,000. No more than two (2) Class 6 cannabis delivery licenses shall be issued within the Township at any one time.

Section 4. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 5. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 6. This Ordinance shall become effective 20 days after final passage and publication according to law.

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

First Reading: July 20, 2026

Adopted:

Attest: _____
Karen S. Fournier, Township Clerk

Clerk Report June 2026

Register Report - Last month

6/1/2026 through 6/30/2026

7/9/2026

Page 1

Date	Description	Memo	Category	Amount
	INCOME			52,106.25
	Bus Lic 2026			26,601.25
	Excavating			750.00
	Licenses & Permits			8,150.00
	Liquor Licenses			6,000.00
	Short Term Rental 2026			7,550.00
	Special Events			960.00
	Street Openings			680.00
	Vac Prop Reg			1,000.00
	Yard Sales			190.00
	Year Round Rental			225.00
	TRANSFERS			-52,106.25
	Council Checking			-52,106.25
	OVERALL TOTAL			0.00



Lower Township
2600 Bayshore Road
Villas, NJ 08251

Construction Permit Activity Report

6/1/2026 -> 6/30/2026

Summary

New:	Cost: \$2,141,123.00	Count: 9	Cubic Footage: 261,119 Cu.ft	Permits Issued: 154
Addition:	\$517,301.00	13	Square Footage: 79,869 Sq.ft	Updates Issued: 9
Alteration:	\$1,542,653.00	137		
Demolition:	\$27,400.00	3		
Total:	\$4,228,477.00	162		

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	73	\$26,759.00	\$0.00	\$26,759.00	B 208	188 %90.4	16 %7.7	4 %1.9
Plumbing:	38	\$8,102.00	\$0.00	\$8,102.00	P 68	59 %86.8	8 %11.8	1 %1.5
Electrical:	129	\$14,349.00	\$0.00	\$14,349.00	E 191	156 %81.7	29 %15.2	6 %3.1
Fire:	29	\$4,795.00	\$0.00	\$4,795.00	F 27	18 %66.7	8 %29.6	1 %3.7
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	48	\$3,270.00	\$0.00	\$3,270.00	M 32	23 %71.9	1 %3.1	8 %25
	317	\$57,275.00	\$0.00	\$57,275.00	526	444	62	20
DCA Training:	19		926		(Note: Does not include result of none)			
DCA State:	118		2783	\$151.00				
DCA Minimum:	21		21					
	158		\$3,730					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 22	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 8	\$3,486.00	\$3,118.00
Fire 0	0	0	CC 0	\$0.00	\$0.00
Mechanical 0	0	0	TCO 0	\$0.00	\$0.00
Elevator 0	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 30	\$3,486.00	\$3,118.00

NOTE:
Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.

This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	1	\$431	Building	1	\$60
Plumbing	1	\$666	Plumbing	1	\$45
Electrical	4	\$643	Electrical	2	\$171
Fire	0	\$0	Fire	1	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$1,740	Total:		\$276
	Record Count	Total Exempted		Record Count	Total Exempted
DCA Fees 5		\$85	Violations		
			Issued 3	\$4,000.00	\$0.00

Payments (Based on Payment Date)	
Permit (164)	\$64,366.00
NON-UCC (3)	\$30.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$64,396.00



Lower Township
2600 Bayshore Road
Villas, NJ 08251

Daily Bank Summary

All payments collected between the dates of 6/1/2026 and 6/30/2026.

Summary	Totals
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UCC Permits

Total Cash	\$2,646
Total Check	\$61,616
Total Charge	\$105
Total Permit Fees Collected	\$64,366

Non-UCC Permits

Total Cash	\$30
Total Check	\$0
Total Charge	\$0
Total Permit Fees Collected	\$30

Penalties

Total Cash	\$0
Total Check	\$0
Total Charge	\$0
Total Penalty Fees Collected	\$0

Other Payments

Total Cash	\$0
Total Check	\$300
Total Charge	\$0
Total Other Fees Collected	\$300

Report Grand Total

Total Cash	\$2,676
Total Check	\$61,916
Total Charge	\$105
Total Collected	\$64,696



Lower Township

Fee Item Payment Totals 6/1/2026 to 6/30/2026

Starting Receipt
PMT-26-01289

Ending Receipt
PMT-26-01530

Cash Total
\$2,675.00

Check Total
\$61,916.00

Charge Total
\$106.00

E-CHECK Total
\$0.00

Grand Total
\$64,696.00

Bag #

Fee Type	Account	YTD Assigned	Assigned
Building Fee	#DEFAULT BUILDING FEE ACCOUNT	\$183,387.00	\$26,759.00
CO Fee	#DEFAULT CO FEE ACCOUNT	\$19,687.00	\$3,118.00
Contractors License Initial Fee	#DEFAULT DEPOSIT ACCOUNT	\$3,100.00	\$300.00
DCA Fee	#DEFAULT DCA FEE ACCOUNT	\$23,782.00	\$3,732.00
Dumpster Fee	#DEFAULT DUMPSTER FEE ACCOUNT	\$130.00	\$30.00
Electrical Fee	#DEFAULT ELECTRICAL FEE ACCOUNT	\$86,362.00	\$14,349.00
Fire Fee	#DEFAULT FIRE FEE ACCOUNT	\$28,290.00	\$4,795.00
Mechanical Fee	#DEFAULT MECHANICAL FEE ACCOUNT	\$17,620.00	\$3,360.00
Other Fee	#DEFAULT OTHER FEE ACCOUNT	\$171.00	\$151.00
Plumbing Fee	#DEFAULT PLUMBING FEE ACCOUNT	\$43,522.00	\$8,102.00
		<u>\$405,951.00</u>	<u>\$64,696.00</u>

Adjustment Type

Adjustment Total

Refund

\$0.00

Charge Back

\$0.00

Bounced Check

\$0.00

Please note Adjustments noted are based on the payment date not the adjustment date. Adjustments may happen months after the original payment. To see adjustments that occurred during this time frame refer to the Adjustments Report.

Grand Total Less Adjustment

\$64,696.00

[illegible]

**2026 CASH RECEIPTS
JUNE**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Current year taxes (2026)	670,114.98	37,357,567.80
Prior year taxes (2025)	106,590.85	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	13,260.00	26,940.00
Tax Search Fees	10.00	10.00
Interest	20,654.62	90,486.18
Lot clearing	1,217.34	1,217.34
Returned Check Fees		240.00
Duplicate Bills	15.00	375.00
Trash	7,336.75	32,784.00
Cost of Sale	10,406.60	10,406.60
MUA	69,087.18	69,087.18
Premium	352,300.00	352,300.00
TOTAL DEPOSITS	1,250,993.32	34,042,696.23
DEPOSITED TO COUNCIL CHECK	1,031,505.77	32,541,547.95
DEPOSITED TO WIPP ACCOUNT	219,487.55	6,238,673.24
TOTAL DEPOSITS	1,250,993.32	38,780,221.19
NSF Reversals	3,865.55	30,219.36
WIPP NSF Reversals	3,305.37	66,988.67
NSF FeeTrash		0.00
TOTAL NSF	7,170.92	97,208.03
TOTAL	1,243,822.40	38,683,013.16

Prepared by Kathy Brown

JUNE 2026
VITAL STATISTICS

Marriages,Civil Unions	11
Domestic Partners	0
Ceritifed Copies	92
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$275.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$33.00
Domestic Partners Twp	\$0.00
Certified Copies	\$920.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

TOTAL	\$1,228.00
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