

Signed Resolutions – June 1, 2026

- Res. #2026-206 Authorization for the Payment of Vouchers \$892,592.03
- Res. #2026-207 A Resolution Requesting Release of Demolition Bond for Block 663, Lot 3; 1104 Frankin Avenue, North Cape May, New Jersey
- Res. #2026-208 Approval for an Agreement with TNT Event Management, LLC in Connection with the August 1, 2026 Annual Coombs/ Douglass Memorial Run
- Res. #2026-209 Approval of Change Order #1 to South State Inc. for Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue (LT-C-047)
- Res. #2026-210 A Resolution Approving a Professional Service Contract with DeBlasio & Associates for Construction Phase Services for Rotary Community Park Phase 2 Jake's Law Playground (LT-C-028)
- Res. #2026-211 Approval of a Professional Service Contract with Wizard's Festival of Fun INC for the Township of Lower Independence Day Celebration July 3, 2026
- Res. #2026-212 A Resolution Authorizing the Execution of an Indemnification Agreement with the County of Cape May in Connection with the Coombs/Douglass Memorial Bay Run and the Temporary Closure of a Portion of Townbank Road (CR 648)
- Res. #2026-213 Certification to Local Finance Board of Receipt and Review of Audit Sections General Comments & Recommendations
- Res. #2026-214 Bid Acceptance and Contract Award for Arctic Avenue Storm Sewer Replacement Project, Contingent upon Approval from the NJ Water Bank (LT-C-071)
- Res. #2026-215 A Resolution Authorizing and Approving the Renewal of a Shared Service Agreement Between the Township of Lower and the Township of Middle for Shared Municipal Court Administrator Services
- Res. #2026-216 A Resolution Enabling the Execution of an Agreement and Any Amendment(s) thereto with the New Jersey Department of Environmental Protection, Green Acres Program for Jake's Law Playground at Rotary Park
- Res. #2026-217 Resolution of the Township of Lower Consenting to the Issuance by the Township of Lower Municipal Utilities Authority of Not to Exceed \$4,100,000 Revenue Bonds (Junior Lien) to the New Jersey Infrastructure Bank, and to the Issuance of a Project Note in Anticipation of the Issuance of Such Revenue Bonds, for the Financing of Certain Sewage Pump Station Capital Improvements

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

RESOLUTION #2026-206

Title: AUTHORIZING PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rutgers- CGSVC	#9073	CPWM- CEU's G. Douglass	\$490

TOTAL MANUAL CHECKS:	\$ 490.00
TOTAL COMPUTER GENERATED:	<u>\$892,102.03</u>
TOTAL BILL LIST	<u>\$892,592.03</u>

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

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 June 1, 2026.


 Karen S. Fournier, Township Clerk

Ranges		Item Status	Purchase Types	Misc					
<i>Range: First to Last</i>		<i>Open: N</i>	<i>Bid: Y</i>	<i>P.O. Type: All</i>					
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>	<i>State: Y</i>	<i>Include Project Line Yes</i>					
		<i>Paid: N</i>	<i>Other: Y</i>	<i>Items:</i>					
		<i>Held: Y</i>	<i>Exempt: Y</i>	<i>Format: Condensed</i>					
		<i>Apr: N</i>		<i>Include Non-Budgeted: Y</i>					
		<i>Rcvd: Y</i>		<i>Vendors: All</i>					
Vendor #	P.O. #	PO Date	Name	Description	Status	Amount	Void Amount	Contract	PO Type
00153	26-01170	05/28/26	ATLANTIC CITY ELECTRIC*	ATLANTIC CITY ELECTRIC APR/MAY	Open	\$20,334.21	\$0.00		
00179	26-01014	05/07/26	AVERY TEITLER	PB SOLICITOR SALARY (CONT.)	Open	\$2,083.34	\$0.00		B
00392	26-01112	05/19/26	JOSEPH BOYLE	MEDICARE SUPPLEMENT APR-JUNE	Open	\$278.52	\$0.00		
00611	26-01141	05/22/26	COUNTY OF CAPE MAY (FUEL)	DIESEL/DPW APRIL	Open	\$36,550.60	\$0.00		
00741	26-01022	05/07/26	CMC CHIEF'S OF POLICE ASSOC.	2026 ANNUAL MEMBERSHIP DUES	Open	\$1,500.00	\$0.00		
00825	26-01169	05/28/26	COMCAST INTERNET	COMCAST PHONE & INTERNET MAY	Open	\$2,215.86	\$0.00		
01075	26-01136	05/22/26	COPIERS PLUS*	COURT COPIER- 2/20- 5/19/26	Open	\$33.60	\$0.00		
	26-01138	05/22/26		TOWNHALL PRINTER 2/20-5/19/26	Open	\$820.68	\$0.00		
Vendor Total:						\$854.28			
01125	26-00248	01/28/26	MARGARET CROMPTON	RETIRED MEDICARE SUPPLEMENT	Open	\$100.00	\$0.00		B
01480	26-01091	05/13/26	E-Z PASS	FIRE replenish	Open	\$300.00	\$0.00		
01530	26-00775	04/10/26	FIRE DISTRICT #1	2026 FIRE DISTRICT #1 TAX	Open	\$151,143.75	\$0.00		
01540	26-00774	04/10/26	FIRE DISTRICT #2	2026 FIRE DISTRICT #2 TAXES	Open	\$214,780.00	\$0.00		
01550	26-00773	04/10/26	FIRE DISTRICT #3	2026 FIRE DISTRICT #3 TAXES	Open	\$199,872.90	\$0.00		
01585	26-01153	05/26/26	ALBERT FLITCROFT	MEDICAL CLAIMS JAN-APRIL 2026	Open	\$899.38	\$0.00		
01590	26-01171	05/28/26	FORD, SCOTT & ASSOCIATES	AUDIT AND 2026 BUDGET	Open	\$12,000.00	\$0.00		
01657	26-01031	05/07/26	GOPHER SPORT	GOPHER ADVANTAGE 500 TENNIS TA	Open	\$986.25	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01806 26-00947	04/28/26	ANTHONY J HARVATT, II, ESQ ZBA SOLICITOR SALARY (CONT.)	Open	\$1,041.50	\$0.00		B
01807 26-01152	05/26/26	MARLIN HEDUM VISION REIMBURSEMENT	Open	\$155.00	\$0.00		
01942 26-01120	05/20/26	INSTITUTE FOR PROF DEVELOP* 2 SEMINAR CLASSES	Open	\$100.00	\$0.00		
01964 26-01087	05/13/26	NJ IAAI FS J Embs training 5.4 5.6	Open	\$450.00	\$0.00		
02025 26-00956	04/28/26	HUNTER JERSEY PETERBILT PARTS FOR TRUCKS/DPW	Open	\$2,095.45	\$0.00		
02027 26-00938	04/28/26	JESCO INC PARTS FOR BACKHOE/DPW	Open	\$217.57	\$0.00		
26-00967	04/28/26	RADIATOR /LOADER/DPW	Open	\$2,617.93	\$0.00		
26-01047	05/11/26	REPLACE WINDOW/DPW	Open	\$947.64	\$0.00		
		Vendor Total:		\$3,783.14			
02108 26-00787	04/10/26	KEEN COMPRESSED GAS CO* BOTTLED GAS /GARAGE/DPW	Open	\$421.60	\$0.00		
02262 26-00961	04/28/26	FBI/LEEDA* FBI-LEEDA ELI TRAINING 1/2026	Open	\$795.00	\$0.00		
02334 26-00992	05/04/26	LOWER TWP CHAMBER OF COMMERCE May 2026 Luncheon	Open	\$90.00	\$0.00		
03021 26-01109	05/15/26	NJ MOTOR VEHICLE COMMISSION TITLE & REG NEW PD TAHOE #7818	Open	\$60.00	\$0.00		PC1
03162 26-00619	03/19/26	RUTGERS UNIVERSITY - OFFICE OF JESSICA -REVIEW	Open	\$648.00	\$0.00		
03350 26-00855	04/14/26	MICHAEL PERRY 2026 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
03611 26-00617	03/19/26	SERVICE TIRE TRUCK CENTERS ~ TIRES/RDS/SANT/RECY/DPW	Open	\$5,124.32	\$0.00		
03692 26-01166	05/28/26	SOUTH JERSEY GAS CO* SOUTH JERSEY GAS APRIL/MAY 26	Open	\$1,541.54	\$0.00		
03810 26-01167	05/28/26	MUNICIPAL UTIL AUTH USAGE COST WATER & SEWER JAN-APR USAGE 26	Open	\$1,615.98	\$0.00		
03904 26-00789	04/10/26	LOWE'S HOME CENTER INC* SUPPLIES FOR BUILDING/DPW	Open	\$806.52	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03985 26-01006	05/05/26	VILLAS NAPA AUTO PARTS ~ RDS/SANT/RECY/DPW	Open	\$3,658.46	\$0.00		
04075 26-01106	05/15/26	BARBER CONSULTING SERVICES LLC MALWAREBYTES/ENDPOINT 50-99	Open	\$3,167.40	\$0.00		
04097 26-01116	05/20/26	CINTAS FIRST AID AND SAFETY* PD SAFETY CABINET 5-15-2026	Open	\$41.76	\$0.00		
26-01140	05/22/26	TOWNHALL 5/20/2026 RESTOCK	Open	\$71.98	\$0.00		
		Vendor Total:		\$113.74			
04266 26-01144	05/22/26	NJ DEPT OF HEALTH&SENIOR SVCS April Dog License fees	Open	\$152.40	\$0.00		
04301 26-00154	01/21/26	SEASHORE ASPHALT CORPORATION ASPHALT/PATCH/RDS/DPW	Open	\$170.05	\$0.00		B
26-01115	05/20/26	ASPALT/PATCH/RDS/DPW	Open	\$102.20	\$0.00		
		Vendor Total:		\$272.25			
6063 26-01097	05/15/26	CAPE MINING & RECYCLING, LLC WOOD CHIPS/DPW	Open	\$1,931.75	\$0.00		
26-01132	05/22/26	WOOD CHIPS/DPW	Open	\$1,194.34	\$0.00		
		Vendor Total:		\$3,126.09			
6094 26-01060	05/11/26	ANCHOR RUBBER STAMP & PRINT* Notary - Kaillynn Robinson	Open	\$50.40	\$0.00		
7079 26-01098	05/15/26	SUBURBAN PROPANE L P PROPANE-FREEMAN DOUGLASS- MAY	Open	\$201.41	\$0.00		
7092 26-01102	05/15/26	TREASURER STATE OF NJ FIRE ENF Fire Reg. Renewal- Rec Cnt	Open	\$1,473.00	\$0.00		
7098 26-00065	01/13/26	SHORE VETERINARIAN ANIMAL RES 26-47 26-27-28 DNE 64,800	Open	\$5,400.00	\$0.00		B
26-01119	05/20/26	AC CALLOUTS APRIL 2026	Open	\$1,150.00	\$0.00		
		Vendor Total:		\$6,550.00			
7165 26-00997	05/05/26	NICOLE PERONE 2026 LAX GIRLS ASSIGNOR FEE	Open	\$110.00	\$0.00		
7196 26-00060	01/12/26	LAUREN HUGGINS SUIT RES 25-07 PUBLIC INFO OFFICER	Open	\$1,356.67	\$0.00		B
7251 25-03462	12/31/25	REIT LUBRICANTS CO* OIL/DPW	Open	\$3,771.00	\$0.00		
7310 26-01046	05/11/26	CORELOGIC REAL ESTATE TAX SER 42/20 HAVERKAMP	Open	\$1,489.73	\$0.00		
26-01050	05/11/26	494.01/28.18	Open	\$486.32	\$0.00		
		Vendor Total:		\$1,976.05			

Vendor #	P.O. #	PO Date	Name	Description	Status	Amount	Void Amount	Contract	PO Type
7310			CORELOGIC REAL ESTATE TAX SER						<i>Account Continued</i>
7354			FLEETPRIDE INC.						
26-00952	04/28/26		SUPPLIES/DPW		Open	\$400.10	\$0.00		
26-00953	04/28/26		SUPPLIES/DPW		Open	\$580.00	\$0.00		
26-01126	05/22/26		SUPPLIES/DPW		Open	\$834.12	\$0.00		
			Vendor Total:			\$1,814.22			
7437			ECOVERSE INDUSTRIES LTD*						
26-00948	04/28/26		PARTS FOR SOIL SCREENER		Open	\$1,732.72	\$0.00		
7535			KYLE BOYLE						
26-00834	04/14/26		2026 EQUIPMENT ALLOWANCE		Open	\$96.15	\$0.00		B
7689			GOVERNMENT FORMS AND SUPPLIES*						
26-01122	05/20/26		Business Cards Wareham & Robin		Open	\$115.00	\$0.00		
7747			KENNETH WALKER						
26-00865	04/14/26		2026 EQUIPMENT ALLOWANCE		Open	\$149.00	\$0.00		B
7748			JAMES MATHIS						
26-00848	04/14/26		2026 EQUIPMENT ALLOWANCE		Open	\$150.00	\$0.00		
7820			DEBLASIO & ASSOCIATES, P.C						
26-01077	05/13/26		CONSTRUCTION PHASE-RES-26-168		Open	\$1,155.00	\$0.00		B
26-01095	05/15/26		ZBA ENGINEER VOUCHERS		Open	\$673.14	\$0.00		
			Vendor Total:			\$1,828.14			
7921			WILLIAM PORCH						
25-00302	01/27/25		2025 EQUIPMENT ALLOWANCE		Open	\$82.40	\$0.00		B
7929			AMAZON CAPITAL SERVICES, INC ~						
26-01057	05/11/26		PD SUPPLIES 5-8-2026		Open	\$672.73	\$0.00		
26-01074	05/13/26		SAFCO TRASH CAN LINER		Open	\$399.09	\$0.00		
26-01078	05/13/26		PAPER CLIPS,OIL,DOG CAN LINERS		Open	\$703.13	\$0.00		
26-01093	05/13/26		LEFT-HANDED TASER 7 HOLSTER		Open	\$89.99	\$0.00		
26-01104	05/15/26		CHAIN HOISTS		Open	\$159.54	\$0.00		
26-01111	05/15/26		OFFICE SUPPLIES		Open	\$195.62	\$0.00		
			Vendor Total:			\$2,220.10			
8168			CMRS-FP ACTT# 106000865324						
26-01105	05/15/26		TOWNHALL-POSTAGE		Open	\$50,000.00	\$0.00		
8492			CHRISTOPHER VASSAR JR						
26-00864	04/14/26		2026 EQUIPMENT ALLOWANCE		Open	\$150.00	\$0.00		
8494			ANTHONY PRATS JR						
26-00857	04/14/26		2026 EQUIPMENT ALLOWANCE		Open	\$150.00	\$0.00		
8524			FRED M SCHIAVONE CONSTRUCTION						
25-03093	11/21/25		RES 2025-379 LTC067 MULLIGAN		Open	\$111,612.20	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8707 26-00643	03/25/26	PAUL J BALDINI P.A. Special Tax Council	Open	\$1,125.00	\$0.00		B
8721 26-00081	01/13/26	BLANEY, DONOHUE, & CURIO, PC RES 26-03 PROSECUTOR DNE 45000	Open	\$3,750.00	\$0.00		B
26-00082	01/13/26	RES 26-03 PROSECUTOR VWC 10000	Open	\$833.33	\$0.00		B
Vendor Total:				\$4,583.33			
8818 26-01151	05/26/26	POWERDMS INC POWERVETTED ANNUAL RENEWAL	Open	\$1,750.00	\$0.00		
8909 26-01168	05/28/26	COMCAST BUSINESS PD INTERNET COMCAST #708748079 MAY 2026	Open	\$1,034.94	\$0.00		
8936 26-01092	05/13/26	IAAI INC J Embs IAAI dues	Open	\$148.00	\$0.00		
9021 26-01035	05/07/26	NATIONAL HIGHWAY PRODUCTS INC PEDESTRIAN CROSSING SIGNS	Open	\$3,621.60	\$0.00		
9166 26-00420	02/25/26	REMINGTON & VERNICK ENG II INC RES #2026-108 BOCA ROOF & HVAC	Open	\$1,800.00	\$0.00		B
9216 26-00432	02/25/26	ATLANTICARE REGIONAL MEDICAL ATLANTICARE 2026 RES #2024-229	Open	\$10,000.00	\$0.00		B
9296 26-01137	05/22/26	ALTEK BUSINESS SYSTEMS INC DET. PRINTER 3/15- 4/14/26	Open	\$32.25	\$0.00		
26-01139	05/22/26	DET. COPIER 5/15- 6/14/26	Open	\$137.94	\$0.00		
Vendor Total:				\$170.19			
9316 26-00063	01/12/26	THE BELASCO LAW FIRM LLC RES 26-01 RETAINER DNE \$40K	Open	\$3,333.33	\$0.00		B
9354 26-01029	05/07/26	AEHG LLC- MR APPLIANCE MILLMAN REFRIGERATOR DIAGNOSIS	Open	\$159.00	\$0.00		
9366 26-00941	04/28/26	LSM COASTAL LLC FAMILY FUN NIGHT 5/22/26	Open	\$850.00	\$0.00		
9389 26-01021	05/07/26	AUTO AUTH DIAGNOSTIC SOFTWARE ANNUAL DIAGNOSTIC SOFTWARE	Open	\$65.99	\$0.00		PC1
9404 26-01034	05/07/26	MITCHELL 1- SHOP KEY SHOPKEY DIAGNOSTICS SOFTWARE	Open	\$1,908.00	\$0.00		
9445 26-01146	05/26/26	TWIN ROCKS WATER FS Water 05.20.26	Open	\$35.97	\$0.00		
26-01147	05/26/26	PD WATER DELIVERY 5-20-2026	Open	\$199.85	\$0.00		
Vendor Total:				\$235.82			

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
9544 26-01052	05/11/26	Pawlus Real Estate Dev B-503.01 L-3.01	Open	\$1,017.97	\$0.00		
9545 26-01099	05/15/26	Kaitlynn Robinson Employee Cert Reimbursement	Open	\$78.69	\$0.00		
9546 26-01118	05/20/26	JIM HANSON 125 Rose Ln reimbursment	Open	\$130.00	\$0.00		
BLAUE 22-02882	11/17/22	BLAUER ASSOCIATES INC 2023 SCPF APPLICATION CONSULT	Open	\$300.00	\$0.00		B
JUSTF005 26-00942	04/28/26	SHANNON NAGEL FAMILY FUN NIGHT 5/22/26	Open	\$250.00	\$0.00		
SEAGE 26-01117	05/20/26	SEAGEAR MARINE SUPPLY* C.Fox uniforms	Open	\$465.00	\$0.00		
SMITHS 26-01113	05/19/26	SHEILA D SMITH MEDICARE SUPPLEMENT JUNE 26	Open	\$219.23	\$0.00		

Total Purchase Orders: 99 Total P.O. Line Items: 0 Total List Amount: \$892,102.03 Total Void Amount: \$0.00

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

RESOLUTION #2026-207

Title: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR BLOCK 663, LOT 3;
1104 FRANKLIN AVENUE, NORTH CAPE MAY, NEW JERSEY

WHEREAS, Jersey Shore Modular Homes, LLC, posted a Demolition Bond with the Township of Lower, in the amount of \$5,000.00; and


WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued April 24, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the demolition bond be and hereby is released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$5,000.00, plus any accrued interest, for payment of the above released demolition bond.

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

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 June 1, 2026.


Karen S. Fournier, Township Clerk

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF
LOWER
2600 Bayshore
Road
Villas, New Jersey
08251


Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

MEMORANDUM

TO: Mayor Sippel
Township Council

FROM: William J. Galestok, PP, AICP
Lower Township Planning Director 

DATE: May 14, 2026

RE: Release of Demolition Bond
Jersey Shore Modular Homes, LLC
1104 Franklin Avenue
Block: 663 Lot(s): 3

Please release to the applicant the Demolition Bond that the Township is holding in trust, to assure the required demolition. A Certificate of Occupancy was issued April 24, 2026.

Thank you.

WJG:kms

Attach (1)

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

RESOLUTION #2026-208

Title: APPROVAL FOR AN AGREEMENT WITH TNT EVENT MANAGEMENT, LLC IN CONNECTION WITH THE AUGUST 1, 2026 ANNUAL COOMBS/DOUGLASS MEMORIAL RUN

WHEREAS, The Coombs/Douglass Run has been an annual event in the Township of Lower for over the last 21 years, and this year's Memorial Run has been scheduled for Saturday, August 1, 2026; and

WHEREAS, Lower Township has received approval from the Cape May County Board of Commissioners to close a portion of Town bank Road from the Fire Hall to Shore Drive from 8:00 am until approximately 10:00 am; and

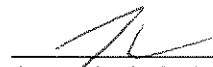
WHEREAS, the Township of Lower has identified a need to hire a race event coordinator in order to manage and oversee the Coombs/Douglass Memorial Run; to oversee and handle on-line registrations, perform the timing of the race, provide timing chips, to provide bibs for the race, and additional services as outlined within the attached Proposal; and

WHEREAS, the Township has elected to retain the services of TNT Event Management, LLC to provide services in connection with the Coombs/Douglass Memorial Run in the amount of \$850.00, plus an additional \$2.00 per entry not to exceed \$1,500.00; and

WHEREAS, the CFO has certified the availability of funds as evidenced by his signature below:

Appropriation : T-Bayrun


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 the attached proposal be approved.

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

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 June 1, 2026


Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-134

Title: APPROVAL FOR VARIOUS EVENTS HOSTED BY THE LOWER TOWNSHIP RECREATION DEPARTMENT

WHEREAS, the Lower Township Parks and Recreation Department hosts various events throughout the year; and

WHEREAS, the following dates and events have been confirmed:

March 28, 2026 - Easter Egg Hunt/Spring Fling

May 22, 2026 - Family Fun Night/Movies in the Park

July 3, 2026- Independence Day Festival

August 1, 2026 – Coombs/Douglass Memorial Bay Run

September 18, 2026 - Family Fun Night/Movies in the Park

October 10, 2026 – Halloween Costume Parade

October 18, 2026 – Halloween Trunk or Treat

October 24, 2026 – Halloween Haunted Trails

November 7, 2026 – Veteran's Day Parade

December 13, 2026 – Ferry Merry Christmas

December 27, 28 & 29, 2026 – Thomas Beheler/Greater Cape May Elks Basketball Tournament

December 31, 2026 - New Years Eve Party

*** All dates subject to change

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the above dates are hereby approved.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on March 16, 2026


Julie A Picard, Township Clerk

Proposal for Coombs Douglass Bay Run (5-mile and 2-mile races)

August 1, 2026

Tom Thomasson
TNT Event Management
(609)970-2092

Event Management Fee: \$850 + \$2.00 per entry

Includes:

- Assistance in development of Registration Form
- Course Setup(directional marking, mile signage)
- Registration(Pre, Race Day and Online)
- Chip Timing of event
- Computerized Scoring of event
- Awards ceremony(results available 15min. after last finisher)
- Posting of event on running calendars and other media
- Event included in E-mail blast to local runners

Supplies: (included in price)

- Disposable Race numbers with chip
- Pins
- Course marking
- Finish Line-Standard
- Finish Line Display Clock
- Other amenities/giveaways(when available)

Additional Services available include:

Please check additional services you are interested in having at your event.

_____Deluxe Finish Line (15' Inflatable arch): \$75

- 3'x 4' Sponsor Banners: \$75 each(ask for more details)

_____T-shirts: 50/50 blend, front and back screen

- 100 shirts starting at \$5.75 per shirt
 - Final price dependent upon design and number of colors
 - Other styles and options available

_____Awards:

- 2" engraved medals at \$3.00 each
 - Engraved trophies for overall winners at \$20.00 each
-

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

RESOLUTION #2026-209

Title: APPROVAL OF CHANGE ORDER #1 TO SOUTH STATE INC FOR RESURFACING OF RIDGEWOOD AVENUE - BAYSHORE ROAD TO DELAWARE AVENUE (LT-C-047)


WHEREAS, South State, Inc. was awarded on September 15, 2025 by Resolution #2025-333 for the Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue in the amount of \$ 237,412,.87; and

WHEREAS, South State Inc. has provided an application for payment indicating changes (attached hereto) in the original contract for supplemental work resulting in an increase of \$40,767.15, increasing the total amount to \$278,180.02; and

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

Appropriation: C-04-55-438-100


Signature:


James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the net increase amount of \$40,767.15 to South State, Inc. is hereby approved and the contract total is now increased to \$278,180.02.

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

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 June 1, 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

May 18, 2026

VIA EMAIL & REGULAR MAIL

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

**Re: Township of Lower, Cape May County, NJ
FY2024 NJDOT Municipal Aid Program/Local Transportation Projects Fund
Resurfacing of Ridgewood Avenue
D&A File #: LT-C-047**

Dear Ms. Fournier:

Enclosed please find four (4) copies of **CHANGE ORDER NO. 1** regarding the above referenced project for review and approval. Upon execution, please return all four (4) originally signed copies to our office.

Please note that this change order reflects the following work:

1. As-built quantity adjustments.
2. Removal and replacement of soft subbase with thicker asphalt section.

Please note this change order will result in an increase of \$40,767.15 to the original contract amount of \$237,412.87 for an amended contract amount of \$278,180.02.

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

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



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

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

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower
Date: May 11, 2026
Project Name: Resurfacing of Ridgewood Avenue
D&A Project #: LT-C-047

Change Order #1

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

A. Extras (Municipal Aid Participating Items)

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
M2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	182.27	\$120.00	\$21,872.40
Subtotal:					\$21,872.40

B. Reductions (Municipal Aid Participating Items)

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
M3	RESET STONE MULCHING	S.Y.	-28	\$4.00	-\$112.00
M4	TURF REPAIR STRIP	L.F.	-133	\$0.10	-\$13.30
M5	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	-44	\$40.00	-\$1,760.00
M6	INLET FILTERS, TYPE 1	S.F.	-36	\$5.00	-\$180.00
M7	TRAFFIC MARKINGS LINES, 12"	L.F.	-42	\$20.00	-\$840.00
M12	RESET PAVERS	S.Y.	-30	\$40.00	-\$1,200.00
Subtotal:					-\$4,105.30

C. Extras (Local Transportation Projects Fund Participating Items)

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
L2	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	113.38	\$120.00	\$13,605.60
L6	TRAFFIC MARKINGS LINES, 12"	L.F.	18	\$20.00	\$360.00
Subtotal:					\$13,965.60

D. Reductions (Local Transportation Projects Fund Participating Items)


Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
L3	RESET STONE MULCHING	S.Y.	-66	\$4.00	-\$264.00
L4	TURF REPAIR STRIP	L.F.	-152	\$0.10	-\$15.20
L5	HOT MIX ASPHALT DRIVEWAY, 2" THICK	S.Y.	-53	\$40.00	-\$2,120.00
L7	TRAFFIC MARKINGS LINES, 24"	L.F.	-4	\$20.00	-\$80.00
L10	RESET PAVERS	S.Y.	-20	\$40.00	-\$800.00
L12	CONSTRUCTION SIGNS	S.F.	-226	\$0.01	-\$2.26
Subtotal:					-\$3,281.46

D. Supplemental Items (Municipal Aid Participating Items)

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
S1	REPLACE 16'x16' SOFT SUBBASE	LS	1	\$12,315.91	\$12,315.91
Subtotal:					\$12,315.91

Net Contract Change **\$40,767.15**
 Original Contract Amount: \$237,412.87
 Total Contract Percentage Change (%): 17.17
 Amended Contract Amount: **\$278,180.02**

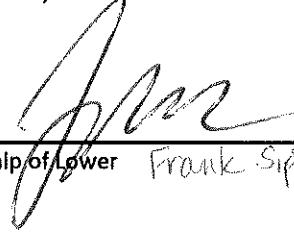
Approved and Accepted by:



 Marc DeBlasio, P.E., Township Engineer 5/8/26
Date



 South State, Inc. 5-13-2026
Date



 Township of Lower Merion Frank Sippet, Mayor 6-1-2026
Date

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 1
STATE AID PROJECT**

Project	<u>FY2024 NJDOT MA & LTPF Resurfacing of Ridgewood Ave</u>
Municipality	<u>Lower Township</u>
County	<u>Cape May</u>
Contractor	<u>South State, Inc.</u>

**In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required)**

1. As-built quantity adjustments.
2. Removal and replacement of soft subbase with thicker asphalt section.

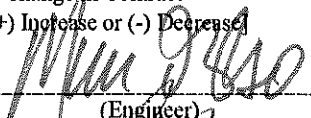
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
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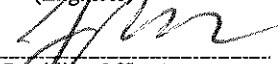
SEE ATTACHED

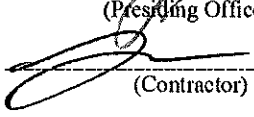
Amount of Original Contract	\$ 237,412.87
Adjusted amount Based on Change Orders ... 1, ..., ..., ..., ...	\$ 278,180.02

Extra	\$ 35,838.00
Supplemental	\$ 12,315.91
Reduction	\$ -7,386.76
Total Change	\$ 40,767.15

% Change in Contract
[(+) Increase or (-) Decrease] 17.17 %


(Engineer)


(Presiding Officer)


(Contractor)

5/18/26
(Date)

6/1/2026
(Date)

5-13-2026
(Date)

Approved: _____ (Date)
(District Manager)
(Bureau of Local Aid)

(Submit four (4) copies to the Local Aid District Office)

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

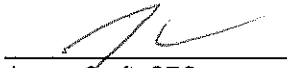
RESOLUTION #2026-210

Title: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR CONSTRUCTION PHASE SERVICES FOR ROTARY COMMUNITY PARK PHASE 2 JAKE'S LAW PLAYGROUND (LT-C-028)

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 \$60,000.00 proposal for Construction Phase Services of the Lower Township for Rotary Community Park Phase 2 Jake's Law Playground project and the CFO has certified the availability of funds in the following budget line as evidenced by his signature:

Appropriation: C-04-55-439-631


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 \$60,000.00 is awarded to DeBlasio & Associates for Construction Phase Services for Rotary Community Park Phase 2 Jake's Law Playground Project (LT-C-028) in accordance with the proposal attached hereto; and that the Superintendent of Recreation 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	X		X				
WAREHAM			X				
ROY		X	X				
COOMBS							X
SIPPEL			X				

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 June 1, 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

May 19, 2026

VIA EMAIL

Mitchell B. Plenn, Superintendent of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Re: Township of Lower, Cape May County, NJ
Jake's Law Playground at Rotary Community Park – Phase 2 – *Construction Phase Services*
D&A File #: LT-C-028

Dear Mr. Plenn:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional services for the *Jake's Law Playground at Rotary Community Park – Phase 2 – Construction Phase Services* detailed below:

A. Construction Phase Services

1. Construction Phase Engineering Services
 - a. Attend the pre-construction and on-site project meetings as needed.
 - b. Review contractor requests for information, proposed change orders and shop drawings.
 - c. Prepare progress reports.
 - d. Review construction schedules.
 - e. Review payment requisitions.
 - f. Attend final inspection and develop punchlist.
2. Contract Administration
 - a. Compile construction site safety reports, daily inspection reports and shop drawing submittals.
 - b. Prepare necessary contract change orders for approval and signature of the Township.
 - c. Process and prepare periodic and final payment requisitions for approval and signature of the Township.
 - d. Secure and provide close out documentation required by the contract for the Township.
3. Periodic Construction Observation
 - a. Attend the pre-construction meeting.
 - b. Provide construction observation to observe the Contractor's operations for conformance with the drawings, specifications and shop drawings. D&A's undertaking

shall not relieve the contractor of the contractor's obligation to perform the work in conformity with the drawings and specification and in a workmanlike manner and shall not make D&A an insurer of the contractor's performance; and shall not impose upon D&A any obligation to see that the work is performed in a safe manner.

- c. Prepare punchlist at substantial completion.
- d. Attend final inspection meeting.
- e. This service is based on a nine (9) month construction period and provides 360 hours of periodic construction observation.


B. Professional Service Fee

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

i. Construction Phase Services	\$60,000.00
Total	\$60,000.00

Upon your authorization, we are prepared to begin work immediately on the Township's Jake's Law Playground at Rotary Community Park – Phase 2 – *Construction Phase Services*. Should you have any questions or require any additional information, please do not hesitate to contact me or Andy McTague at our office. Thank you for the opportunity to submit this proposal.

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


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

cc: Mayor Frank Sloppel (via email)
Michael Laffey, Manager (via email)
Robert Osborn, QPA (via email)
Karen Fournier, Clerk (via email)
Andy McTague (via email)
Cody Stanford (via email)
Finance (via email)

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

RESOLUTION #2026-211

Title: APPROVAL OF A PROFESSIONAL SERVICE CONTRACT WITH WIZARD'S FESTIVAL OF FUN INC. FOR THE TOWNSHIP OF LOWER'S INDEPENDENCE DAY CELEBRATION JULY 3, 2026

WHEREAS, the Township of Lower is given authority by N.J.S.A 40A:11-5 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, Al Belmont, President of Wizards Festival of Fun Inc. has provided a proposal for entertainment, including mechanical amusement rides for the Township of Lower's July 3rd Independence Day Celebration at a fee of \$17,500.00; and

WHEREAS, the Township Council desires to approve the Proposal contingent upon final approval by the Municipal Excess Liability Joint Insurance Fund (MEL JIF) and the CFO has certified the availability of funds by his signature in the budget as follows:

Appropriation 6-01-30-420-254

CFO Signature

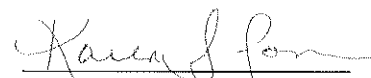

James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the attached contract, without public bidding be awarded to Wizard's Festival of Fun Inc for the entertainment (provide and operate mechanical rides) for the Township of Lower's July 3rd Independence Day Celebration at a fee of \$17,500.00.

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

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

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 June 1, 2026.


Karen S. Fournier, Township Clerk

Wizard's Festival of Fun Inc

125 Coles Road
Blackwood, NJ 08012
Phone (609) 206-5244
www.wizardsfestivaloffun.com
e-mail: belmontmagic@verizon.net

March 30, 2026

Mr. Mitchell Plenn
Director of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251 (Via Fax (609) 886-7838) (Via Email: recreation@townshipoflower.org)
Dear Mr. Plenn:

Thank you for your continued interest in Wizards. As you know, we have contributed to outstanding events for more than 28 years. Our credits include Family Day Celebrations for Armstrong, Hanover Brands, and IBM - Mini-State Fairs for up to 15,000 people including main stage & children's entertainment, fun foods, games, amusement rides and tenting. Because we own and operate our own shows, games, carnival rides and attractions, we offer real value. Our one-stop shopping approach makes event planning a lot easier.

Our proposals are always submitted subject to the following:

- Wizard's Festival of Fun Inc. will be fully responsible for the operation of the rides and no Township of Lower employees or volunteers for the Township of Lower will be involved in the operation of the rides.

The signature below of Albert M. Belmont Jr, President, Wizard's Festival of Fun Inc indicates Wizard's Festival of Fun Inc's acceptance of a Township of Lower resolution and Wizard's proposal below in totality, and is to be considered an executed contract.

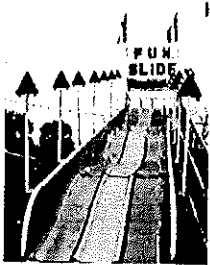
- The signature below of an authorized Township of Lower representative indicates the Township's acceptance of the Township of Lower's resolution and Wizard's proposal below in totality, and is to be considered an executed contract.

- The Township of Lower's resolution, and Wizard's proposal below in totality, constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, representations as to the suitability of the contracted elements for any purpose, warranties or any other representations between the Township of Lower and Wizard's Festival of Fun Inc. other than those set forth in The Township of Lower's resolution, and Wizard's proposal below in totality.

Wizard's Proposal Below Follows in Totality:

Wizard's will provide the following full-size Amusement Rides for Lower Twp on Friday, July 3, 2026!

- ***Spectacular Fun Slide***



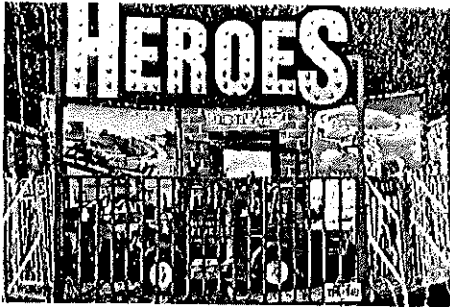
Our Spectacular Fun Giant Slide provides a towering landmark, as well as exciting family slide action for your event.

- ***"Kids Town Fire House" Interactive Playport.***



A treat for children from 3 to 12. This colorful Firehouse provides a host of interactive activities including a ball pool, cargo net climb, swinging suspension bridge and enclosed slide tube. 36' w x 16' deep

- *Heroes.*



A flashy Tribute to our EMS Services. This themed kid ride generates lots of repeat rides thanks to a combination of vehicles including fire trucks, ambulance, police and beach patrol.

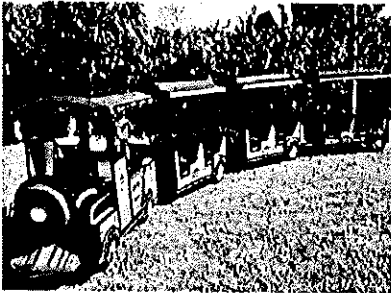
- *Dizzy Dragons.*



Spectacular, spinning Major Ride featuring zany caricature giant Dragons that seat sixteen passengers per ride.



- *Majestic Express Train.*



The Majestic Express Train is a hugely popular amusement ride with both adults and kids. It's a very versatile machine and a proven crowd pleaser everywhere it is presented. This train can carry 12 adults or 18 children per ride, or a combination of the two.

- *Two 65KW Three Phase, Sound-Attenuated Generators with NEC Code, UL Approved Power Distribution Systems including four eight-foot ground rods, setup, teardown & fuel.*

All of the above adds up to a memorable, fun-filled package. Our services include detailed rides, uniformed ride crew, *whisper-quiet* power generator, and all advance and day-of-event roundtrip (180 miles) transportation for both personnel and equipment trailers including fuel, tolls, travel pay, and staff travel meals. All Rides are in excellent condition, inspected daily by a NAARSO (National Association of Amusement Ride Safety Officials) Level 2 Ride Inspector and operated in compliance with all New Jersey regulations.

We will operate Friday, July 3, 2026 from 5 PM until 9 PM. Total cost for providing the Rides outlined above under the terms and conditions outlined above including transportation, set-up and teardown will be \$ 17,500.

There will be NO CHARGE to the public to ride. Our terms are NET 10 days. We have at least 5 years of experience providing ride and entertainment packages. We can provide references upon request. We keep a NAARSO Level 2 or greater Certified Ride Maintenance Technician Mechanic on site throughout the event. With respect to our operations, we provide Commercial General Liability \$1,000,000 per incident, Aggregate \$5,000,000; Auto Liability \$1,000,000, and Statutory Workers Compensation.

We will provide a General Liability Certificate of Insurance naming Lower Township as additional insured. We will also provide Lower Township a Hold Harmless Certificate applying only to our operations at your event. A nationally certified NAARSO Level 2 ride safety official will inspect all rides the day of the event.

All rides will comply with all New Jersey State, Cape May County, and Township of Lower rules and regulations and have proper permits and licenses displayed. We hold a State of New Jersey Business Registration Certificate. Our operations have always met, and exceeded, MEL JIF requirements.

Since the above equipment and attractions could be committed to longer term events, and works both indoors and outside, our terms are rain or shine. If your event is cancelled, our commitments to Township of Lower will be deemed met and Wizard's will be entitled to payment in full. You may wish to secure rain insurance to cover your costs. Such insurance can reimburse your expenses, paying a predetermined amount, if a predetermined amount of rain falls during a predetermined period the day of your event, whether your event is cancelled or not. Spectrum Insurance offers rain insurance at reasonable cost. The contact at is Robert Holmes, 816-810-2346. McGowan-Allied Insurance also offers rain insurance at reasonable cost. The contact at McGowan-Allied is Ms. Lisa Cummings, McGowan-Allied Insurance, at 720-984-8575. You may also want to contact Alexander Freedman, Client Services, Rain Protection Insurance at (800) 528-7975. If desired, at the present time, a July 4 Rain Date with no teardown of equipment is available and can be purchased as a separate event contract at additional cost.

Any additions or changes to our proposal will be provided at extra cost to you. Due to the high demand for all of the above items, we cannot give holds on services. We must continue to solicit business. No dates or services can be reserved and Wizard's cannot accept any obligation to provide any element until we have received a purchase order. Please respond to this proposal as soon as possible. Please call if you have any questions. My number is (609) 206-5244.

Thank you for your interest. I look forward to contributing to the success of your event.

Sincerely,

Al Belmont

Albert M. Belmont Jr.
President/Executive Producer
Wizard's Festival of Fun Inc.
125 Coles Road
Blackwood, NJ 08012
Phone: (609) 206-5244
e-mail: belmontmagic@verizon.net

AMB/sp

The content of this proposal includes proprietary information and remains the intellectual property of the author. Copyright March 2026, Wizard's Festival of Fun Inc, Blackwood, NJ 08012

For Township of Lower

By: 

Title: Mayor Date: 6/2/2026
Frank Sippel

For Wizard's Festival of Fun, Inc.

By: _____

Title: President Date: _____

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

RESOLUTION #2026-212

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT WITH THE COUNTY OF CAPE MAY IN CONNECTION WITH THE COOMBS/DOUGLASS MEMORIAL BAY RUN AND THE TEMPORARY CLOSURE OF A PORTION OF TOWNBANK ROAD (CR 648)

WHEREAS, on Saturday, August 1, 2026, the Township of Lower Recreation Department has scheduled the Coombs/Douglass Memorial Bay Run; and

WHEREAS, in order to facilitate the anticipated event, the Township of Lower intends to close a portion of Townbank Road (CR648) from Townbank Volunteer Fire Hall to Shore Drive from 8:00 a.m. to 10:00 a.m.; and

WHEREAS, Townbank Road (CR 648) is owned by and under the jurisdiction of the County of Cape May; and


WHEREAS, the Township has requested, and the County has granted, approval for the temporary closure of a portion of Townbank Road in connection with the Coombs/Douglass Memorial Bay Run; and

WHEREAS, the County's approval is conditioned upon the Township's execution of an Indemnification Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the attached Indemnification Agreement between the County of Cape May and the Township of Lower is hereby approved, that the Mayor and/or Township Manager are hereby authorized to execute the Indemnification Agreement, together with any other documents reasonably necessary to effectuate the intent of this Resolution.

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

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 June 1, 2026.


Karen S. Fournier, Township Clerk

INDEMNIFICATION AGREEMENT

This Agreement is made on the 1 day of June 2026, by and Between the **Lower Township Department of Parks & Recreation**, including, but not limited to its various agents, volunteers, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is at **2600 Bayshore Road, Villas, NJ 08251**, (*hereinafter collectively referred to as "Indemnitor"*); and **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (*hereinafter, collectively, referred to as the "Indemnitee"*).

RECITALS

Indemnitor has been permitted by Indemnitee to allow the Indemnitor to hold their **Coombs/Douglass Memorial Bay Run on Saturday, August 1, 2026** (*hereinafter referred to as the "Event"*), on **Townbank Road (CR648) from Townbank Volunteer Fire Hall to Shore Drive from 8:00 a.m. to 10:00 a.m.** owned by Indemnitee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents, volunteers and employees temporarily close a portion of **Townbank Road (CR648)**. This permission is limited to participants, agents, volunteers and employees of the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor."

The Indemnitee has permitted these participants to **Close or Utilize County Road 648** on the date(s) specified in consideration for which the Indemnitee has been

promised by Indemnitor that it will have no liability for any and all occurrences, whether property damage, personal injury or the like, occurring as a result of the "Event", provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees or other representatives. Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, guests, invitees, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever, provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees, or other representatives.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe, but with respect only to patent conditions observable from a visual inspection of the road surface from the road surface.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

INDEMNIFICATION

1. Incorporation of Recital by Reference.

The clauses of the Recital, as set forth above, are incorporated herein by reference as if set forth at length and, therefore, constitute a part of the terms of this Agreement.

2. Scope.

To the fullest extent provided by law, Indemnitor assumes the risk of all damage, loss, cost and expenses and agrees to indemnify, defend and hold harmless the Indemnitee, its elected officials, officers, agents and employees from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by Indemnitee, its elected officials, officers, agents or employees, on account of any allegation, claim, suit or action asserted or brought against Indemnitee, its elected officials, officers, agents or employees for the death of or injury to any person or persons or destruction of property or any money damage claim involving Indemnitor, its agents, employees, representatives, participants, spectators, guests, invitees, chaperones, sponsors or any individual or entity, sustained in connection with the event, to the extent it's not caused by an intentional act or omission or sole negligence of the Indemnitee, its elected officials, officers, agents, or employees.

It is the intention that the Scope of this Indemnification Agreement is the widest and most comprehensive allowable by law and that the Indemnitor should be responsible for any and all liabilities, occurrences, damages or costs which may occur including, without limitation, attorney's fees and all costs of suit or defense.

Indemnitor and Indemnitee agree that this Agreement shall be construed to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties of indemnity which shall include the obligation by Indemnitor to:

(a) inspect the condition of the roadways owned by Indemnatee, all traffic patterns and conditions associated with the roads, and to post warnings where necessary to avoid the risk of harm to its participants, employees, spectators and all other individuals and entities, but limited to patent conditions observable from a visual inspection of the road surface from the road surface.

(b) defend Indemnatee in any claim, lawsuit, arbitration or claim of any sort, nature and type to the extent covered by this Indemnification Agreement. Said duty to indemnify shall include the duty to defend completely from commencement through total and final resolution of the matter including all appeals. It shall include, but is not limited to, any attorney's fees, engineering, expert or other necessary costs incurred as a result of defending or investigating any claim and/or suit of any nature or sort. In the event Indemnitor does not timely provide a defense and indemnity, which causes Indemnatee to incur costs, including attorney's fees, to enforce any rights pursuant to this Indemnification Agreement, then and in that event, Indemnitor shall also be responsible for said costs and fees, as incurred by Indemnatee.

(c) defend and indemnify the Indemnitees for any claims for reimbursement and/or subrogation by any and all medical providers, medical insurers or worker's compensation carriers or any other individual or entity, except for claims by or on behalf of the Indemnatee or its privies.

3. Compliance with the Law.

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments as they relate to the rules of the road, manner of traveling and method of bicycling, running and/or walking across a publicly-owned and operated bridge and approach road. The Indemnatee shall provide the

Indemnitor with copies of, or access to the text of all such rules, regulations and standards.

4. Waiver and Release.

Indemnitor, on its own behalf and on behalf of all participants in **Lower Township Department of Parks & Recreation** waive all rights to make a claim or file a suit against Indemnitee for, and relieves Indemnitee from all liability or responsibility of any kind arising from such damages, loss cost or expense, except to the extent the same are substantially caused by the acts or omissions of the Indemnitee, its agents, contractors, employees or other representatives.

Indemnitor has an obligation to physically inspect the designated area(s) before such time as it permits its participants to commence and shall affirmatively warn its participants, agents and employees of any observable risk.

Indemnitor shall not file a crossclaim or claim of any sort, nature or type against Indemnitee for contribution or indemnification with respect to any claim for which is has agreed to indemnify the Indemnity hereunder.

5. Severability.

It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Governing Law.

This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

7. Term.

The duties and obligations under this Indemnification Agreement shall remain in effect until the expiration of the applicable Statute of Limitations or other statute of repose and the duty of defend shall extend beyond such a period to the extent any claim for which indemnification is provided hereunder is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under **Lower Township Department of Parks & Recreation** scheduled to occur on **August 1, 2026**.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

SIGNED, SEALED AND

DELIVERED IN THE PRESENCE OF:

WITNESS:

Karen S. Jon

Date: 6/1/2026

By:

Frank Sippel, Mayor

ATTEST:

COUNTY OF CAPE MAY

Kevin Lare
Administrator/Clerk of the Board

By:

Leonard Desiderio
Commissioner Director

Date: _____

APPROVED AS TO FORM:

Jeffery Lindsay, Esq.
County Counsel

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

RESOLUTION #2026-213

Title: CERTIFICATION TO LOCAL FINANCE BOARD OF RECEIPT AND REVIEW OF AUDIT SECTIONS
GENERAL COMMENTS & RECOMMENDATIONS

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2025 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:
COMMENTS and RECOMMENDATIONS; and

WHEREAS, the members of the governing body have personally reviewed, at a minimum, the Annual Report of Audit and specifically the sections of the Annual Audit entitled: *COMMENTS and RECOMMENDATIONS* as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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

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 June 1, 2026.


Karen S. Fournier, Township Clerk

**CERTIFICATION OF THE GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM**

STATE OF NEW JERSEY
COUNTY OF CAPE MAY

We, members of the Lower Township Council, the governing body of the Township of Lower, County of Cape May, State of New Jersey, being duly sworn according to law, upon our oath depose and say:

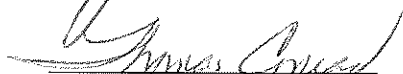
1. We are duly elected members of the Township Council of the Township of Lower in the County of Cape May
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2025
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations"




Frank Sippel, Mayor

Absent


Kevin Coombs, Deputy Mayor



Thomas Conrad, Councilmember



Joseph Wareham, Councilmember



Roland Roy, Jr., Councilmember

Sworn and subscribed before me this
1st day of June, 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

TOWNSHIP OF LOWER
COUNTY OF CAPE MAY
CORRECTIVE ACTION PLAN: 2025 AUDT RECOMMENDATIONS

Current Year Audit Findings (2025)

THERE WERE NO AUDIT RECOMMENDATIONS IN 2025

Prior Year Audit Findings (2024)

THERE WERE NO AUDIT RECOMMENDATIONS IN 2024

Jim Craft
Chief Financial Officer

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

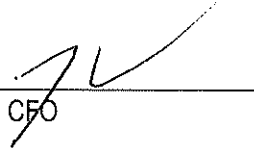
RESOLUTION #2026-214

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR ARCTIC AVENUE STORM SEWER REPLACEMENT PROJECT, CONTINGENT UPON APPROVAL FROM THE NJ WATER BANK (LT-C-071)**

WHEREAS, the Notice to Bidders for the Arctic Avenue Storm Sewer Replacement Project was advertised on April 24, 2026 and accepted on Wednesday May 27, 2026 at 10:00 a.m. prevailing time; and

WHEREAS, Eight (8) sealed bid were submitted and reviewed by the Township Engineer, QPA, Gary Douglass Public Works Superintendent, Rob Belasco Township Solicitor; and

WHEREAS, Landberg Construction LLC was the lowest qualified bidder complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by his signature below:



Jim Craft, CFO

C-04-55-444-200
Budget Account

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a contract is hereby awarded as follows, with Gary Douglass Public Works Superintendent designated as the authorized official for project oversight and approval of purchase order payments and

AWARD TO: LANDBERG CONSTRUCTION LLC
TOTAL: \$1,552,342.15

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

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 June 1, 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

May 28, 2026

VIA EMAIL & UPLOAD

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

**Re: Township of Lower, Cape May County, NJ
New Jersey Water Bank
Arctic Avenue Storm Sewer Replacement Project
D&A File #: LT-C-071**

Dear Ms. Fournier:

We have tabulated the eight (8) bids received on May 27, 2026 with reference to the above captioned project and find the low bidder to be Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317 in the amount of \$1,552,342.15. Enclosed for your review is one (1) copy of the following:

- Bid Tabulation
- Pre-Bid Estimate
- Low Bidder's Proposal and Bid Bond
- Certification of Non-Segregated Facilities
- Certification by Bidder Regarding Equal Employment Opportunity
- Prompt Payment Certification

Therefore, in accordance with the New Jersey Local Public Contracts Law, NJS.A 40A:11-1 et seq., the contract should be awarded to the lowest responsible bidder, which appears to be Landberg Construction, LLC. The award should be contingent upon the approval of your solicitor, New Jersey Water Bank authorization to award and funds being available.

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

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



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

cc: Gary Douglass, Public Works Superintendent (via email w/encl.)
Michael Laffey, Manager (via email w/encl.)
Robert Osborn, Purchasing Agent (via email w/encl.)
Mayor Frank Sippel (via email w/encl.)
Muhammad Khizar Nasir, NJDEP (via email w/encl.)
Muhammad Mushtaq, NJDEP (via email w/encl.)
Eric Strouse, NJDEP (via email w/encl.)
Christina Servetnick, NJDEP (via email w/encl.)

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

RESOLUTION #2026-215

Title: **A RESOLUTION AUTHORIZING AND APPROVING THE RENEWAL OF A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE TOWNSHIP OF MIDDLE FOR SHARED MUNICIPAL COURT ADMINISTRATOR SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township of Lower employs Sarah Van Seeters, a duly qualified and certified Municipal Court Administrator, as the Department Head of its Municipal Court; and

WHEREAS, the Township of Middle has a vacancy in the position of Municipal Court Administrator and remains in need of temporary Municipal Court Administrator services; and

WHEREAS, on April 6, 2026, the Township Council of the Township of Lower adopted Resolution 2026-155, approving a Shared Services Agreement with the Township of Middle for the temporary provision of Municipal Court Administrator services by its municipal court administrator, Sarah Van Seeters; and

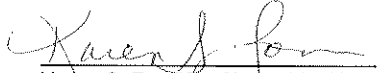
WHEREAS, the Township of Middle desires to renew the Shared Services Agreement with the Township of Lower for an additional period of eight (8) weeks in order to afford the Township of Middle additional time to secure a permanent Municipal Court Administrator; and

WHEREAS, the Township of Lower is agreeable to renewing the Shared Services Agreement and continuing to provide such services to the Township of Middle on a temporary basis, and to permitting its Municipal Court Administrator, Sarah Van Seeters, to continue to serve as temporary Municipal Court Administrator for the Township of Middle, in addition to the duties of her employment with the Township of Lower.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Shared Services Agreement attached to this Resolution, between the Township of Lower and the Township of Middle, for the temporary provision of Municipal Court Administrator services, be and is hereby approved, and that the Mayor, Township Clerk, and/or Township Manager be and are hereby authorized to execute said Agreement.

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

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 June 1, 2026.


Karen S. Fournier, Township Clerk

**SHARED SERVICE AGREEMENT
BY AND BETWEEN THE TOWNSHIP OF LOWER AND THE TOWNSHIP OF
MIDDLE FOR SHARED MUNICIPAL COURT ADMINISTRATOR**

THIS SHARED SERVICE AGREEMENT (the "Agreement") is entered into this 1 day of June, 2026, by and between the TOWNSHIP OF LOWER (hereinafter "Lower"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251, and the TOWNSHIP OF MIDDLE (hereinafter "Middle"), a municipal corporation of the State of New Jersey whose administrative offices are located at 33 Mechanic Street, Cape May Court House, NJ 08210. Throughout this Agreement, Lower and Middle may each be referred to as a "Party," and collectively may be referred to as the "Parties."

PREAMBLE

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction;

WHEREAS, the Lower employs a certified Municipal Court Administrator, Sarah Van Seeters (hereinafter "Van Seeters"), as the Department Head of their own Municipal Court, who is qualified and duly licensed by the State of New Jersey;

WHEREAS, Middle is in need of the services of said Official to serve in the same capacity and does desires to contract with Lower for the provision of such services; and

WHEREAS, the Lower is agreeable to providing those services to Middle and agrees to permit its Municipal Court Administrator to act as the Court Administrator for Middle Township Municipal Court in addition to the duties assigned to her by Lower Township as an employee.

NOW, THEREFORE, in consideration of the exchange of mutual covenants and conditions and such other consideration as set forth in this Agreement and as authorized by the provisions of N.J.S.A. 40A:65-1 et. seq., and intending to be bound, Lower and Middle agree as follows:

1. **INCORPORATION OF PREAMBLE.** All of the provisions of the Preamble set forth above are repeated and incorporated herein by this reference as though set forth at length.
2. **NATURE AND EXTENT OF SERVICES TO BE PROVIDED.** For so long as this Agreement remains in effect, both Parties agree that Lower will provide Municipal Court Administrator services for an average of two (2) days weekly, as needed by Middle. Those hours may be flexed based on the needs of either Party.

In addition, Middle Township Municipal Court employees shall, as directed by Van Seeters, report to the Township of Lower for administrative guidance, coordination and instruction relating to the services provided under this Agreement. Such reporting shall not alter their employment status, and all such employees shall remain employees of Middle Township. No Middle Township employee shall be deemed an employee of the Township of Lower or be entitled to any compensation, benefits or other employment-related rights from the Township of Lower by virtue of this Agreement.

3. EFFECTIVE DATE; INITIAL TERM; TERMINATION.

- a. **Effective Date.** This Agreement has been approved by Resolutions of the governing bodies of each Party, duly adopted in accordance with applicable law at public meetings held in accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. Copies of those Resolutions are annexed as Exhibits "A" and "B." The effective date of this Agreement shall be the date of adoption of the last Resolution necessary to authorize the execution of this Agreement.
- b. **Term.** The term of this Agreement shall be eight (8) weeks from the date of approval.
- c. **Termination on Notice.** Either Party may terminate this Agreement by providing written notice of termination to the municipal clerk of the other Party, in accordance with the notice provisions of this Agreement.
- d. **Automatic Termination.** If said Municipal Court Administrator, who is employed by Lower, during the term of this Agreement, ceases to be employed by Lower, then this Agreement shall automatically terminate upon such cessation of employment, unless otherwise agreed to in writing by both municipalities.

4. MUNICIPAL COURT ADMINISTRATOR. Van Seeters shall perform all of the duties of the Municipal Court Administrator in Middle. Middle shall provide support clerical staff and all applicable supplies in an office located in Middle. Middle shall provide Van Seeters with a suitable office and the equipment necessary to perform said tasks. Middle and Lower will mutually decide on the days and hours that Van Seeters will serve in Middle in order to complete all of the duties required of the Court Administrator during the term of this Agreement.

5. PAYMENT FOR SERVICES. During the term of this Agreement, Middle agrees to pay Lower the following amounts, in equal monthly payments, for the services of Van Seeters as the Municipal Court Administrator in Middle:

June: \$ 11,810.00

July: \$ 11,810.00

Total: \$23,620.00

6. **INSURANCE.** Lower and Middle acknowledge that they are members of the Atlantic County Municipal Joint Insurance Fund (hereinafter "ACMJIF") and agree to remain insured by said entity so long as this Agreement is in effect.
7. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** Each Party shall defend, indemnify and save harmless the other Party, the other Party's elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other Party from and against all claims, suits or actions of every kind or description for loss, damage or injury, including, but not limited to, personal injury, death and/or property loss, costs, attorney's fees, and claims or demands of any nature whatsoever that are made or brought against the other Party, its elected and appointed officials, employees, agents, volunteers and all others working on behalf of the other Party and which arise out of or are alleged to have arisen out of or to have been caused in any manner whatsoever by reason of the performance of services by either Middle or the Lower Municipal Court Administrator.
8. **NO WAIVER OF BREACH OR OF REMEDIES.** No waiver by a Party of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party, whether preceding or succeeding and whether or not of the same or similar nature, and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party, whether or not the first Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of such default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. Any remedy that either Party may have by reason of a breach of any provision of this Agreement by the other Party shall at all times be preserved and may not be waived.
9. **GOVERNING LAW; MEDIATION OF DISPUTES.**
 - a. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Jersey, except in such instances where the laws of the United States preempt the laws of the State of New Jersey, and all actions, suits and litigation arising under the terms of this Agreement shall be litigated in the Superior Court of New Jersey, Cape May County, but no such litigation shall be initiated by a Party until there has been compliance with the mediation provisions of this Agreement set forth herein. In the event of litigation arising out of this Agreement, the prevailing Party shall not be entitled to recover its costs of suit and attorney's fees from the non-prevailing Party unless such recovery is specifically and expressly provided for by a statute of the United States or by a statute of the State of New Jersey.

b. Mediation of Disputes. In the event of any dispute concerning the interpretation of the terms of this Agreement or of the obligations of either Party under this Agreement, the Parties shall attempt in good faith to resolve such dispute via consultation between their respective Township Managers/Administrators. If such consultation fails to resolve the dispute, then the Parties shall attempt in good faith to resolve such dispute via consultation between their respective Mayors. If such consultation fails to resolve the dispute, then the Parties agree to submit the dispute to mediation. Mediation shall be initiated by one Party serving the other Party with a written demand to mediate. The mediation demand shall include the initiating Party's designation of a mediator. Within fourteen (14) days of receipt of the mediation demand, the Party receiving the mediation demand shall either agree to the mediator designated by the other Party or shall provide the other Party with its written designation of a mediator. Thereafter, the designated mediators shall immediately jointly designate a third mediator who shall be either a New Jersey licensed attorney-at-law with experience as a municipal solicitor or a retired judge of the Superior Court of New Jersey. Payment of mediation fees, costs and expenses shall be split evenly between the Parties. The mediated resolution of the dispute may include a provision that provides for something other than an even split of the mediation fees, costs and expenses.

10. NOTICES. Any notice required or permitted under this Agreement or under state or federal law shall be given in writing. Delivery of notices by email shall not constitute an acceptable method of delivery of notice under this Agreement and no notice or other document may be validly served by email. Notices shall be deemed sufficiently given if personally served or if sent by United States certified mail, return receipt requested, or by a nationally recognized overnight delivery service, including but not limited to FedEx or UPS. Notices shall be delivered to the following addresses:

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

Middle: Township Clerk
Township of Middle
33 Mechanic Street
Cape May Court House, NJ 08210

11. MISCELLANEOUS.

a. **Headings.** The headings contained in this Agreement are inserted and are included solely for convenience and for reference purposes and they shall not be given effect or affect the meaning or interpretation of the substantive provisions of this Agreement or in ascertaining intent if a question of intent arises.


- b. **Severability of Terms.** If any term or provision of this Agreement, to any extent, shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then that provision shall be deemed to be severed and deleted, so far as it is invalid or unenforceable, and the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent allowed by law.
- c. **Joint Preparation.** This Agreement is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.
- d. **Counterparts.** This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.
- e. **Filing; Public Inspection.** Pursuant to N.J.S.A. 40A:65-4b, a copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs. As required by N.J.S.A. 40A:65-5b, copies of this Agreement shall be open to public inspection at the Clerks' offices in the Township of Middle and the Township of Lower.
- f. **No Oral Modification; Full Agreement.** This Agreement is not subject to oral modification and may be changed only by a writing approved, adopted and executed with the same formalities as were attendant to the approval, adoption and execution of this Agreement. The Parties each acknowledge that they have had adequate opportunity to review the contents of this Agreement with legal counsel and that this Agreement is a full statement of the agreements and understandings of the governing bodies of Lower and Middle and that this Agreement is executed with full and complete understanding of its terms and conditions.

[SIGNATURE BEGIN ON NEXT PAGE]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective Clerks to be effective on the date defined by this Agreement.

ATTEST:

TOWNSHIP OF LOWER



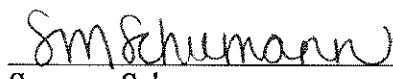
Karen Fournier, RMC, Township Clerk



Frank Sippel, Mayor

ATTEST:

TOWNSHIP OF MIDDLE



Suzanne Schumann,
Deputy Business Administrator

Christopher Leusner, Mayor

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective Mayors and their municipal seals affixed hereto and attested by their respective Clerks to be effective on the date defined by this Agreement.

ATTEST:

TOWNSHIP OF LOWER

Karen Fournier, RMC, Township Clerk

Frank Sippel, Mayor

ATTEST:

TOWNSHIP OF MIDDLE

Suzanne Schumann
Suzanne Schumann,
Deputy Business Administrator

Christopher Leusner
Christopher Leusner, Mayor

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

RESOLUTION #2026-216

Title: A RESOLUTION ENABLING THE EXECUTION OF AN AGREEMENT AND ANY AMENDMENT(S) THERETO WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, GREEN ACRES PROGRAM FOR JAKE'S LAW PLAYGROUND AT ROTARY PARK

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and /or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition and development of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Township of Lower desires to further the public interest by obtaining a Green Acres grant of \$750,000 from the State to fund the following project(s):

#0505-25-025


Jake's Law Playground at Rotary Park

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

1. The Mayor of the Township of Lower is hereby authorized to execute an agreement and any amendment(s) thereto with the State known as Jake's Law Playground at Rotary Park; and
2. The applicant agrees to provide its matching share to the Green Acre funding, if a match is required, in the amount of \$394,726.00; and
3. The applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
4. This resolution shall take effect immediately.

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

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 June 1, 2026.


Karen S. Fournier, Township Clerk



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

GREEN ACRES PROGRAM

401 East State Street

P.O. Box 420, Mail Code 401-07B

Trenton, New Jersey 08625-0420

Tel. (609) 984-0500 • Fax (609) 984-0608

www.NJGreenAcres.org

Mikie Sherrill
Governor

Dr. Dale G. Caldwell
Lt. Governor

Ed Potosnak
Acting Commissioner

VIA EMAIL

May 22, 2026

William Hanson, PP, AICP, Principal
WGH Consulting L.L.C.
136 Pennsylvania Avenue
Woodbine, NJ 08270

Re: Project # 0505-25-025
Project Name: Jake's Law Playground at Rotary Park
Lower Township, Cape May County

Dear Mr. Hanson,

I am pleased to forward the Green Acres Project Agreement that will be used to set up the account for Lower Township's Jake's Law Playground at Rotary Park project. The executed Project Agreement must be returned to Green Acres by **July 22, 2026**. To meet this deadline, please initiate legal review and have this matter placed on the agenda for the governing body's next meeting. Please note that the Green Acres Program is tightening our timelines to expedite projects. **Failure to return the signed project agreement by the deadline will jeopardize project funding.**

The Project Agreement package must be completed and executed as listed below and submitted electronically. Signatures on the Project Agreement document may be electronic, or the document may be printed and signed before being scanned and emailed.

1. Project Agreement Document

- a. Page 17 of the Project Agreement is to be dated and signed by the municipal attorney and the chief executive officer. The person who signs must be specifically designated in the enabling resolution adopted per item 2 of this letter. **Be advised, in accordance with Schedule B – Special Conditions on page 16 of the Project Agreement, funds will not be released until the previously requested revised Recreation and Open Space Inventory has been reviewed and accepted by our office; therefore, I ask that this receives your utmost attention.**

- b. Attached to the Project Agreement as Exhibit 1 is the Declaration of Encumbrance and the Township of Lower's Recreation and Open Space Inventory (ROSI) that was submitted with their application. As discussed in the Green Acres rules at N.J.A.C. 7:36, the ROSI is a list prepared by the Township of Lower of all lands it holds for recreation and conservation purposes. The signature page of the Declaration of Encumbrance is to be signed by the official designated in the resolution, witnessed by the municipal attorney, and certified by the municipal clerk.
- c. Please note that the "estimated total cost for approved project" under the Allocation of Project Cost section of the project agreement was taken from the total project cost in the Township of Lower's application.

2. Enabling Resolution

The Township of Lower must adopt an enabling resolution using *the exact language* of the enclosed sample and email it with the agreements. If a resolution is submitted that omits or alters the template language, the Township of Lower will be asked to amend the resolution. The dollar amounts in the enabling resolution should match those on page 2 of the Project Agreement document. Please authorize only one official to sign the project agreement on behalf of the local government.

3. Fiscal Forms

- a. All Green Acres grant disbursements will be made electronically into the Township of Lower's established bank account via automated clearing house (ACH) payment. Please have the Chief Financial Officer complete the attached *Green Acres Bank Account Information* form and the *Electronic Payment Authorization for Non-Procurement Vendors* form and email them to my attention with the signed Project Agreement and adopted enabling resolution. **Please note that the Electronic Payment form calls for a minimum of two signatures and requires submission of either a voided check or bank letter confirming the account.**

Please note that Lower Township must establish a separate bank account for the purpose of receiving Green Acres disbursements for this project. If the Township of Lower has undertaken more than one Green Acres funded project, a single account may be established to receive all Green Acres project disbursements. We caution you that, by regulation, this account must be non-interest bearing, may only be used for Green Acres projects, and will be subject to DEP audit. If the project sponsor will be receiving its Green Acres disbursement only as reimbursements, it may designate an existing account (interest or non-interest bearing) into which the disbursement will be received, provided proper accounting procedures are in place to allow for easy and accurate financial tracking of Green Acres disbursements. Any account into which Green Acres disbursements are deposited will be subject to audit by the State.



Please contact me at bruce.bechtloff@dep.nj.gov or my direct line at (609) 940-5144 if you have any questions about the Project Agreement and funding procedures.

Sincerely,

Bruce W. Bechtloff

Bruce W. Bechtloff, Project Manager
NJDEP – Green Acres Program

Attachments



Prepared
By:

Bruce W. Bechtloff

Bruce W. Bechtloff

Green Acres Program
Department of Environmental Protection

GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

LOWER TOWNSHIP

CAPE MAY COUNTY

Project No. 0505-25-025

Date: _____

3/15/2022

THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN the Township of Lower, Cape May County, having offices at 2600 Bayshore Road, Villas, New Jersey 08251 hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 401-07B, P.O. Box 420, Trenton, New Jersey 08625-0412, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved the Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws,

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

LOCAL GOVERNMENT UNIT: Lower Township

PROJECT NUMBER: 0505-25-025

TYPE OF PROJECT: _____ Acquisition X Development _____ Stewardship

PROJECT NAME: Jake’s Law Playground at Rotary Park

APPROVED PROJECT SCOPE:

Lower Township is proposing to create a Completely Inclusive Playground at Rotary Park, located at Bayshore Road. Proposed improvements include an inclusive swing area, a shade sail over a sensory play area, poured rubber safety surface, an open sitting area, a theme play area, picnic tables, fencing, site lighting, walkway improvements, and installation of a family assisted restroom building.

PROJECT LOCATION

Bayshore Road: Block 410.01, Lot 48

ALLOCATION OF PROJECT COST:

LOCAL GOVERNMENT UNIT SHARE:	\$394,726.00
State Loan	\$ 0
State Grant	\$750,000.00
STATE SHARE*	\$750,000.00
OTHER SHARE	\$ 0
ESTIMATED TOTAL COST FOR APPROVED PROJECT	\$1,144,726.00

*State Funds Governed under this Project Agreement:	Grant:	Loan:	Expenditure Status/ Deadline:
P.L. 2025 C 119 75% matching grant	\$750,000.00	\$ 0	Expires two years from effective date of agreement

GENERAL PROVISIONS

1. GREEN ACRES LAWS INCORPORATED BY REFERENCE

The Local Government Unit shall only use Green Acres Funds under this Project Agreement in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; P.L. 2016, c.12; P.L. 2019, c. 136); and any State general obligation bond act that may be subsequently approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively the “Green Acres Laws”).

The Green Acres Laws are hereby incorporated by reference into this Project Agreement, as if set forth fully herein, and are binding upon the Local Government Unit. The Local Government Unit expressly agrees to comply with all Green Acres Laws. The Local Government Unit’s failure to comply with the Green Acres Laws shall be a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

2. PROJECT ADMINISTRATION

- a) In performing its responsibilities under this Project Agreement, the Local Government Unit and any contractor, subcontractor or other entity it might employ (collectively “subcontractors”) shall comply with all local, state, and federal laws, rules, and regulations applicable to this Project Agreement, including but not limited to those listed below. The provisions of any such law, rule or regulation are hereby incorporated by reference as if set forth fully herein.

The Local Government Unit shall immediately advise the State if it determines that it has, at any time, discovered any information that it or any of its employees or subcontractors is in violation of any of the laws, rules, or regulations applicable to this Project Agreement. Any such violation shall constitute a material breach of this Project Agreement and be grounds for termination and the State shall have all remedies available to it under this Project Agreement or any applicable law.

The Local Government Unit shall be responsible for compliance with the terms, conditions and requirements of this Project Agreement by itself and by its subcontractors. The Local Government Unit shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties that may arise under or as a result of the subcontract.

- b) The Local Government Unit agrees to provide all funds in excess of the State share necessary for

completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.

- c) The Local Government Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- d) The Local Government Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. The Local Government Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. The Local Government Unit shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Local Government Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.
- e) The Local Government Unit shall award all project contracts in accordance with any applicable federal, state and local statutes, rules and/or ordinances, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- f) Where applicable, the Local Government Unit and its subcontractors shall comply with the provisions of the Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48, et seq., Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.13, the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq., and Buy American Act, N.J.S.A. 52:32-1, et seq. and N.J.S.A. 52:33-1, et seq. and the terms of each are incorporated by reference herein. The Local Government Unit warrants that neither it nor any of its subcontractors are suspended, debarred or otherwise on record in the Office of the Commissioner or Department of Labor or other department for failure to comply with any of the above-referenced laws. The Local Government Unit shall insert in every construction contract for work on the approved project a clause stating that the subcontractor may be debarred, suspended or disqualified from contracting with the State if the subcontractor violated any of the above-referenced statutes.
- g) The Local Government Unit and its subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Local Government Unit must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

The Local Government Unit shall comply with all applicable provisions of the Americans with

Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

- h) The Local Government Unit and its subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- i) For development or historic preservation projects, the Local Government Unit shall construct a sign designed to specifications provided by the State, which the Local Government Unit shall erect at the Approved Project Site and maintain during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by the Local Government Unit in a publicly visible location at the Approved Project site.
- j) The Local Government Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres Laws and provide such police protection as may be required.
- k) The Local Government Unit warrants that neither it nor its subcontractors will engage in any conduct that is or could be considered a conflict of interest under the act codified at N.J.S.A. 52:13D-12 et seq., the New Jersey Conflicts of Interest Law, and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law. The Local Government Unit further warrants that no person or selling agency has been employed or retained to solicit or secure this Project Agreement in violation of N.J.S.A. 52:34-15 and that neither it, nor its subcontractors has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19.
- l) The Local Government Unit warrants that it and its subcontractors will obtain and maintain, during the term of this Project Agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this Project Agreement. The Local Government Unit shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Project Agreement.
- m) For an acquisition project, within six months of acquiring the project site, the Local Government Unit shall inspect the project site for the presence of structures that are or may be historic properties. An "historic property" means any area, building, facility, property, site, or structure approved for inclusion, or that meets the criteria for inclusion, in the New Jersey Register of Historic Places pursuant to N.J.S.A. 13:1B-15.128 et seq. Within 60 days of such inspection, the Local Government Unit must provide written documentation pursuant to N.J.A.C. 7:36-4.4(b).
- n) The Local Government Unit shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- o) The Local Government Unit and its subcontractors shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- p) If any subcontractor utilized under this Project Agreement, is a business organization, as defined by N.J.S.A. 52:32-44, the Local Government Unit shall, upon request, provide to the State, on behalf of any subcontractor, a business registration certificate issued by the Division of Revenue in the Department of the Treasury or such other form of verification or proof of registration as may be approved by the Division that the subcontractor is registered with the Department of the Treasury. Where necessary, the Local Government Unit shall not retain a subcontractor before valid proof of business registration is provided. Any subcontractor utilized under this contract, and each of their affiliates, as defined by N.J.S.A. 52:32-44, shall for the term of this Project Agreement collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
- q) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is not identified on the Department of the Treasury's list of persons or entities engaging in investment activities in Iran as described in N.J.S.A. 52:32-55, et seq.
- r) By execution of this Project Agreement, the Local Government Unit certifies that it shall ensure that any subcontractor utilized under this Project Agreement is in full compliance with the MacBride Principles, N.J.S.A. 52:34-12.2.
- s) Pursuant to N.J.S.A. 52:34-13.2, all services performed under the Project Agreement or any subcontract awarded under the Project Agreement shall be performed within the United States.
- t) The Local Government Unit warrants that it and its subcontractors are and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- u) The Local Government Unit shall comply with the following documents:
 - 1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
 - 2. State Grant Compliance Supplement, available at:
<https://www.nj.gov/treasury/omb/stategrant.shtml>
- v) Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive, written policy, or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

3. **DISBURSEMENTS**

The Local Government Unit shall only make disbursements of Green Acres Funds for costs allowable under the Green Acres Laws (“Allowable Costs”)

- a) Allowable Costs for acquisition projects may include real estate appraisals, preliminary assessments, land surveys, relocation payments, eligible land cost, building demolition costs, and such incidental costs as provided for under N.J.A.C. 7:36-4.10.
- b) Allowable Costs for development projects may include preliminary planning and engineering; engineering plans and specifications; supervision and inspection; construction costs; permit fees; equipment required to make a facility operational; incidental costs as provided for under N.J.A.C. 7:36-10.6, such as legal and advertising fees; and ancillary improvements as further described in the Approved Project Scope.
- c) State funds may be disbursed to the Local Government Unit in amounts required to pay for incurred or anticipated Allowable Costs. The Local Government Unit shall provide documentation satisfactory to the State certifying that the Allowable Costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than the actual Allowable Costs incurred by the Local Government Unit, the State may reduce the amount of Green Acres Funds awarded to reflect actual expenditures.

4. **FINANCIAL RECORDS AND AUDITING REQUIREMENTS**

- a) All financial records of the Local Government Unit and its subcontractors shall conform to generally accepted accounting principles.
- b) The Local Government Unit shall maintain separate records for each project, including the amount, receipt, and disposition of all funding received for the project, including Green Acres loans and matching grants, and contributions, gifts, or donations from any other sources.
- c) The Local Government Unit and its subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Project Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for seven years after the later of either final payment or audit resolution. The Local Government Unit shall cite this provision in all project-related contracts.
- d) The Local Government Unit shall conduct annual audits in conformance with Subpart F of 2 CFR Part 200 – Audit Requirements and the Current State OMB Circular titled "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".

- e) The Local Government Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.
- f) The Local Government Unit shall retain financial records, supporting documents, statistical records, and all other records in the Local Government Unit's financial management system or otherwise pertinent to this Project Agreement: (1) for a period of seven (7) years from the end of the Project Period, or (2) for such longer period as any applicable State or Federal statute may require, with the following qualifications: (i) If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved and final action taken; and (ii) Records for nonexpendable property acquired with Green Acres Funds shall be retained for seven (7) years after its final disposition.

The State may request transfer of certain records to its custody from the Local Government Unit when it determines that the records possess long-term retention value and will make arrangements with the Local Government Unit to retain any records that are continuously needed for joint use.

- g) The Local Government Unit's failure to maintain adequate records under this section shall be a material breach of this Project Agreement.

5. LAND USE RESTRICTIONS

- a) A Local Government Unit that receives Green Acres funding shall not convey, dispose of, or divert to a use for other than recreation and conservation purposes any lands held by the Local Government Unit for those purposes at the time of receipt of Green Acres funding unless the Local Government Unit obtains prior approval from the Commissioner and the State House Commission. (See N.J.A.C. 7:36-26 and N.J.S.A. 13:8C-32(b))

For a development project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding. For an acquisition project, "Time of receipt of Green Acres funding" shall mean the period from the earlier of the dates listed at 1 and 2 below until the date of the first transmittal of Green Acres funding for each parcel acquired as part of the project:

1. The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; or
2. The date of the at-risk authorization provided by Green Acres under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3.

- b) The Local Government Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Government Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement and the Green Acres Laws, and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions.

Omission of lands from this instrument or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

- c) For each parcel of land in which any interest is acquired under this Project Agreement, the Local Government Unit shall record a deed containing the following clause:

“The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq., as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.”

6. INSURANCE

The Local Government Unit shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. The certificates of insurance shall indicate the grant number and title of the grant in the “Description of Operations” box. All policies must be endorsed to provide thirty (30) days’ written notice of cancellation or material change to the State at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Local Government Unit’s insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Local Government Unit to provide same. Unless current documentation is already on file, the Local Government Unit must, within thirty (30) days after the effective date of this agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an “Additional Insured” and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an “Additional Insured” and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State’s behalf or on

State controlled property.

- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.
- D. These amounts may be raised when deemed necessary by the State.

7. INDEMNIFICATION

The Local Government Unit shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Local Government Unit's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Local Government Unit, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Local Government Unit had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Local Government Unit (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Local Government Unit shall not assert any defense which would be available to the State but not to the Local Government Unit, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Local Government Unit in writing and shall have a copy of such claim forwarded to the Local Government Unit. The Local Government Unit's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in paragraph 6 above.

In the event of a patent and copyright claim or suit, the Local Government Unit, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

The Local Government Unit shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the Approved Project, a requirement that the subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

8. **REMEDIES**

- a) In addition to any other rights or remedies available to the State under law, if the Local Government Unit does not comply with any of the requirements of this Project Agreement, the Green Acres Laws, or any other applicable law, rule or regulation or if the Local Government Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1:
1. Issue a written notice of noncompliance directing the Local Government Unit to take and complete corrective action within 30 days of receipt of the notice. If the Local Government Unit does not take corrective action, or if the corrective action taken is not adequate in the judgment of the State, then the State may take any of the actions described at 2 through 4 and (b) below;
 2. Withhold a matching grant or loan disbursement or portion thereof;
 3. Terminate the Project Agreement; and/or
 4. Demand immediate repayment of all Green Acres Funds that the Local Government Unit has received.
- (b) If the Local Government Unit fails to comply with any of the terms of the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the State may, pursuant to N.J.S.A. 13:8C-53.1 and other statutory authority initiate a civil action seeking appropriate relief, including but not limited to temporary or permanent injunctive relief, or to seek specific enforcement, without posting bond, or the State may levy a civil administrative penalty or bring an action for a civil penalty, it being acknowledged by the Parties that any actual or threatened failure to comply may cause irreparable harm to the State and that money damages will not provide an adequate remedy.
- (c) If the State incurs legal or other expenses, including its own personnel expenses, for the collection of payments due or in the enforcement or performance of any of the Local Government Unit's obligations under the Project Agreement, the Green Acres Laws or any other applicable law, rule or regulation, the Local Government Unit shall pay these expenses on demand by the State.
- (d) The Local Government Unit expressly agrees that the State is not required to mitigate any damages to the Local Government Unit resulting from the Local Government Unit's noncompliance with

the terms of the Project Agreement or the Green Acres Laws.

9. TERMINATION

- a) The Local Government Unit may unilaterally rescind this Project Agreement at any time prior to the Local Government Unit's initial acceptance of the Green Acres Funds, whether partial or in full, under this Project Agreement. After accepting any payment, the Local Government Unit may not terminate, modify or rescind this Project Agreement without the express written approval of the State.
- b) The State may terminate this Project Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Government Unit in connection with this Project Agreement shall prove to be false or misleading.
- c) The State may terminate this Project Agreement pursuant to Paragraph 8 above.

10. MODIFICATION OF PROJECT AGREEMENT

Modifications to the Approved Project Scope and/or Project Location, which do not increase the cost of the Approved Project and do not require additional legislative approval pursuant to N.J.S.A. 13:8C-23, may be made at the sole discretion of the Green Acres Program. Such modifications shall be requested in writing by the Local Government Unit's Chief Executive Officer, or designee, and must be approved in writing by the Green Acres Program. All approved Project Agreement modifications shall be attached to this Project Agreement.

All other modifications of this Project Agreement must be by formal written amendment executed by the Commissioner of the New Jersey Department of Environmental Protection or Commissioner's designee and may be subject to additional legislative approval, if any, pursuant to N.J.S.A. 13:8C-23.

11. PROJECT PERIOD

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Government Unit of the amount of the Green Acres Funds; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-6.3 or N.J.A.C. 7:36-12.3; or (3) The date on which the Local Government Unit first incurred allowable project costs under N.J.A.C. 7:36-4.10 or N.J.A.C. 7:36-10.6; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-9.1(h) or N.J.A.C. 7:36-14.1(h)).

12. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING ATTACHED

- | | | |
|--|---|--|
| Schedule A: Loan Terms and Conditions (Loan Projects Only) | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Schedule B: Special Conditions | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

13. **ATTACHMENT**

Exhibit 1: Declaration of Encumbrance

14. **MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the Parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Project Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Project Agreement should be breached by the Local Government Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by the Local Government Unit.
- d) This Project Agreement shall not be assigned without the prior written consent of the State.
- e) This Project Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, the Local Government Unit waives whatever right it may have to trial by jury.
- g) Any affirmative obligation of the Local Government Unit shall survive this Project Agreement.
- h) By the signatures below, the Parties execute this Project Agreement and confirm that they are mutually bound and fully authorized and empowered to enter into and bind their organization to all obligations under this Project Agreement.
- i) Consistent with the Contractual Liability Act, N.J.S.A. 59:13-1 et seq., unless otherwise provided in this Project Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Local Government Unit arising out of, or relating to, this Project Agreement or the breach of it will proceed as follows: (1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the State; (2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to formal mediation conducted by the State, and, if mediation is not successful, litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- j) Captions and headings used in this Project Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

- k) This Project Agreement shall not create in any individual or entity the status of a third-party beneficiary and nothing in this Project Agreement shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Project Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein and the Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Project Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Project Agreement. Nothing contained in this Project Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Local Government Unit or contractors or subcontractors.
- l) This Project Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- m) Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- n) The Local Government Unit must submit with this Local Project Agreement a copy of an ordinance or resolution, duly enacted by the governing body of the Local Government Unit authorizing execution of this Local Project Agreement and setting forth its awareness of the work required to be performed under this Local Project Agreement, that it has the capabilities and credentials required by this Local Project Agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Local Project Agreement.

SCHEDULE A

Loan Terms and Conditions
(Loan Projects Only)

N/A

SCHEDULE B

Special Conditions

ROSI Under Review

The Recreation and Open Space Inventory (ROSI) attached as part of the Declaration of Encumbrance is under review and revision by the Green Acres Program and the Local Government Unit. The Green Acres Program will not release any funding to the Local Government Unit for this project until the ROSI is accepted by the Green Acres Program.

(1) Page(s)

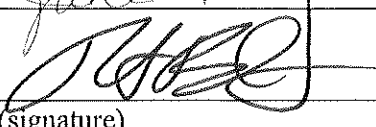
SIGNATURES

LOCAL GOVERNMENT UNIT ATTORNEY

**LOCAL GOVERNMENT UNIT INDIVIDUAL
AUTHORIZED BY RESOLUTION**

Reviewed and approved

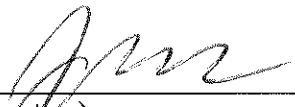
on June 1, 2026



(signature)

Robert T. Belasco, Esq.

(print name)

By: 

(signature)
Frank Sippel, Mayor

(print name and title)

Date: June 1, 2026

ATTACH AUTHORIZING RESOLUTION

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

By: _____
Martha S. Sapp
Director, Green Acres Program

Exhibit 1

Declaration of Encumbrance

DECLARATION OF ENCUMBRANCE

LOWER TOWNSHIP
Cape May County

TO

THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program Mail Code 401-07B
P. O. Box 420
Trenton, New Jersey 08625-0420

Attention: Bruce W. Bechtloff

Prepared by: *Bruce W. Bechtloff*
Bruce W. Bechtloff

3/15/22

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this 1 day of June, 2026, by the Township of Lower, Cape May County, ("Local Government Unit"), whose mailing address is 2600 Bayshore Road, Villas, New Jersey 08251.

The Local Government Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Jake's Law Playground at Rotary Park
Project # 0505-25-025
As approved on April 25, 2025

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising 14 pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Government Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with the Green Acres Laws, covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Government Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Government Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

Bk D3092 Pg366 #172

DECLARATION OF ENCUMBRANCE

Lower Township
Cape May County

TO

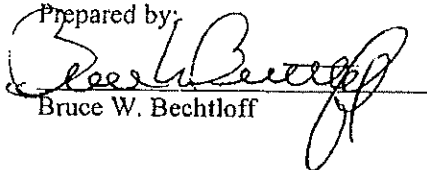
THE STATE OF NEW JERSEY
Department of Environmental Protection

Record and return to:

Department of Environmental Protection
Green Acres Program
P.O. Box 412
Trenton, New Jersey 08625-0412

Attention: Bruce W. Bechtloff

Prepared by:


Bruce W. Bechtloff

2/10/99
Forms/encgt

Bk D3092 Pg367 #172

DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this 22 day of August, 2003, by the Township of Lower, County of Cape May, ("Local Unit"), whose mailing address is 2600 Bayshore Road, Villas, New Jersey 08251.

The Local Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

Multi Parks Development
Project # 0505-02-004
As approved on August 1, 2002

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising 2 pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., N.J.S.A. 13:8A-35 et seq., N.J.A.C. 7:36-1.1 et seq., and all of the Green Acres Bond Acts (collectively, the "Green Acres Laws"), covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

Bk D3092 Pg 368 #172

Page 1 of 5

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

A Local Unit which receives a loan or grant from the State of New Jersey, Office of Green Acres shall not dispose of, or divert to a use for other than recreation and conservation purposes, any lands (1) acquired or developed with Green Acres or Federal Land and Water Conservation Fund assistance or (2) held by the Local Unit for recreation and conservation purposes at the "time of receipt of Green Acres funds" (the restricted lands) N.J.S.A. 13:8A-47. The primary purposes of this recreation and open space inventory (ROSI) are to document all restricted lands and to provide notice of the restrictions to title searchers.

Instructions

All restricted lands must be described on the completed ROSI by their block and lot identification numbers as shown on the current, official tax map and specify whether or not each parcel is funded or unfunded parkland. The Local Unit shall submit a tax map current as of the date of Green Acres application showing each parcel of parkland listed on the ROSI, with the approximate boundaries of each such parcel clearly marked in colored ink. Staff knowledgeable of the Local Unit's land use regulations and the uses of its land holdings must complete this ROSI. If only a portion of a current tax lot is to be restricted, the phrase *part of or portion of* shall be used on the ROSI. Deletion or omission of lands listed on previously submitted ROSI's is prohibited without prior written approval of the Office of Green Acres (See N.J.A.C. 7:36-20.3).

The completed ROSI must be duly executed and certified by the Local Unit's Chief Executive Officer and planning board chairperson (or equivalent). The page number and the total number of pages in the completed ROSI must be entered at the top right corner of each page.

All pages, including this Page 1 and the following Page 2, of the ROSI must be submitted.

Special Notes

Lands held by school boards, parking authorities, housing authorities, and similar public agencies without primary recreation or conservation responsibilities should not be inventoried unless they are also held for recreation and conservation purposes by the Local Unit.

If lands held by the Local Unit for recreation and conservation purposes are omitted from this ROSI by mistake, inadvertence, or otherwise, such lands shall be subject to the same terms and conditions, covenants, and restrictions as they would be if they were included. This ROSI, as completed and duly executed, shall be incorporated into, and be a part of, both (1) the Green Acres Project Agreement and (2) the Declaration of Encumbrance.

Recommendations

The Local Unit's planning board, and other boards or commissions, are encouraged to participate in the preparation and review of this ROSI. When preparing the ROSI, the listed parcels of parkland should be confirmed by reference to the tax maps that are required to be submitted as part of the Green Acres application (See N.J.A.C. 7:36-6.4(a)3ii or 12.4(a)4ii).

The Local Unit's governing body and planning board should designate, with appropriate descriptive labels, all lands listed on this ROSI in any revision or update of the following master plan elements: recreation plan, conservation plan, and land use plan.

The Local Unit's governing body should officially and permanently dedicate all lands held for recreation and conservation purposes. However, failure to do so shall have no effect on the validity of the Declaration.

Rev. 1/29/99

Bk D3092 Pg369 #172

Page 2 of 5

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Definitions

For the purposes of this ROSI, the following definitions shall apply whenever the quoted words, or a form of the word are used:

"Declaration" means the recordable, written instrument executed by the Local Unit which declares that all of the Local Unit's funded and unfunded parklands are subject to Green Acres restrictions.

"Development" means any improvement or physical alteration designed to expand or enhance the use of parkland for recreation and conservation purposes.

"Funded parkland" means parkland that a Local Unit has acquired or that a Local Unit has developed with Green Acres funding.

"Held" means owned, leased, or otherwise controlled (by the Local Unit for recreation and conservation purposes).

"Lands" means real property, including improvements, rights-of-way, riparian and other rights, easements, privileges, and any other rights or interests in, relating to, or connected with real property.

"Local Unit" means a municipality or county, or other local political subdivision of this State, or any agency thereof whose primary purpose is to acquire, administer, protect, develop, and maintain lands for recreation and conservation purposes.

"Parkland" means land acquired, developed, and/or used for recreation and conservation purposes.

"Recreation and conservation purposes" means the use of lands for parks, natural areas, forests, camping, fishing, reservoirs, water reserves, wildlife preserves, hunting, boating, winter sports and similar uses for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres Bond Acts. This term also includes the use of historic areas pursuant to P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.265; P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204; and the use of historic buildings and structures pursuant to P.L. 1992, c.88 and P.L. 1995, c.204; and the use of ecological and biological study areas pursuant to P.L. 1989, c.183; P.L. 1992, c.88; and P.L. 1995, c.204.

"ROSI" mean the listing of all parcels of land held by a Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds, including a description sufficient to identify each such parcel.

"Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the Department under N.J.A.C. 7:36-6.7 or 12.5 notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

"Unfunded parkland" means parkland, other than funded parkland, that is held by the Local Unit for recreation and conservation purposes at the time of receipt of Green Acres funds.

Legislative References

N.J.S.A. 13:8A-1 et seq.; N.J.S.A. 13:8A-19 et seq.; N.J.S.A. 8:A-35 et seq. (as amended and supplemented); N.J.A.C. 7:36-1 et seq.; 16 U.S.C. 460 s.1 et seq.

Bk D3092 Pg370 #172

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: Township of Lower County: Cape May

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named Tax Map and is dated January 4, 1983 (revised annually).

Developed and Partially Developed Lands Held for Recreation and Conservation Purposes
(*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
1.	Villas	Mulligan Field	409	24.02	5.06	Unfunded
2.	North Cape May	Township Pool	684	6.02	1.076	Unfunded
3.	North Cape May	Mitnick Field	741.04	25.02	3.3	Unfunded
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						

Subtotal of Acres on this page 9.466

Total Acres of developed and partially developed lands from all pages of this ROSI ... 9.466

Bk D3092 Pg 371 of 172

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: Township of Lower County: Cape May

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named Tax Map and is dated January 4, 1983 (revised annually).

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes

(*If necessary, use the second page following & after Page 4 for additional wholly undeveloped lands)

Key	Municipal Location	Name	Block	Lot	Acres	Funded/Unfunded
A.	Beach, West of L6		110	7	.069	Unfunded
B.	Beach at Ocean		112	7	.3035	Unfunded
C.	Beach at Bay		115	7-8	.2291	Unfunded
D.	Beach at Hudson		119	7	.4132	Unfunded
E.	Beach at Pacific		122	6	.3719	Unfunded
F.	Beach at Delaware		128.01	7	.0976	Unfunded
G.	Beach at Bates		133	8	.3798	Unfunded
H.	Beach at Pennsylvania		138	11	.2296	Unfunded
I.	Beach at New Jersey		143	11-12	.1331	Unfunded
J.	Beach at New York		158	6-7	.6457	Unfunded
K.	Beach: Spruce-Ridge		298	1	1.8	Unfunded

Subtotal of Acres on this page 4.672

Total Acres of wholly undeveloped lands from all pages of this ROSI 124.896

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising 5 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 24th day of July, 2003, for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled Multi-Park Recreation Development.

Kathleen M. C. Heron
Chief Executive Officer of Local Unit

Date: 7/21/03

[Signature]
Planning Board Chairperson (or equivalent)

Date: 7/17/2003

This Certification is to be signed only on this page, Page 4, of Exhibit 1 to DECLARATION.

**EXHIBIT 1 to DECLARATION
RECREATION AND OPEN SPACE INVENTORY
(Continued)**

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(*Alphabetical Key)**

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
L.	Coxhall Creek Area		494.01	18.01, 19.01, 20.01	40.45	Unfunded
M.	14 th Avenue		850	35	.069	Unfunded
N.	New Jersey & 8 th		854	2	.1263	Unfunded
O.	9 th Street		854	27	.069	Unfunded
P.	7 th Street		855	26	.069	Unfunded
Q.	4 th Street		858	22	.069	Unfunded
R.	Sunset Boulevard		858	36,37	.164	Unfunded
S.	16 th Street		862	37,39	.195	Unfunded
T.	13 th Street		865	7	.069	Unfunded
U.	12 th Street		865	32	.069	Unfunded
V.	8 th Street		870	7	.069	Unfunded
W.	10 th Street		885	2,4	.138	Unfunded
X.	7 th & Mount Vernon		888	1	.059	Unfunded
Y.	7 th Street		888	19	.069	Unfunded
Z.	8 th Street		897	22	.069	Unfunded
AA.	7 th Street		897	30,32,34	.195	Unfunded
BB.	8 th Street		897	36,38	.138	Unfunded
CC.	8 th Street		898	33,35	.138	Unfunded
DD.	Bayshore		559	1-12	.677	Funded
			570	1-9,13,14	.574	Funded
			585	1-5,12-18	.636	Funded
			631.01	1-25	1.332	Funded
			631.02	1	.043	Funded
			656	1-19	1.014	Funded
			674	1-19	1.053	Funded
			740	12-14	21.671	Funded
EE.	Cold Spring*	Bennett's Crossing	510	7.01	19	Funded
FF.	North Cape May**	Rutherford Property	496.01	19	32	Funded
Subtotal of Acres on this page					120.224	

*Land is leased from State of New Jersey Department of Environmental Protection, Division of Fish and Wildlife
 **Land is leased from County of Cape May, Open Space Program.

Bk D3092 Pg 373 #172
RECORDED COUNTY OF CAPE MAY
ANGELA F. PULVINO, COUNTY CLERK
Recording Fee 8.00
Date 07-14-2004 @ 09:54a

LOCAL UNIT ATTORNEY
Reviewed and approved

on 8/29, 2003

[Signature]
(signature)

Anthony Monzo
(print name)
Local Unit Attorney

LOCAL UNIT CHIEF EXECUTIVE OFFICER

By: [Signature]
(signature)

Larry W. Starner, Mayor
(print name and title)

Date: Aug 23, 2003

STATE OF NEW JERSEY)

ss

COUNTY OF CAPE MAY)

I CERTIFY that on 8-22-03, Larry W. Starner personally came before me,
(date) (official designated above)

Claudia R. Kammer and stated to my satisfaction that he/she is the individual
(clerk)

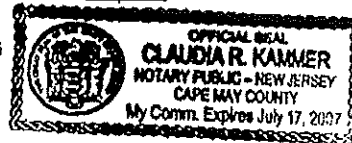
who signed this Declaration and that he/she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the
Township of Lower represented by him/her as
(municipality)
Mayor
(official's title)

[Signature]

(signature) Clerk
(print name and title below)

Claudia R. Kammer
Township Clerk



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

RESOLUTION #2001-13V

MOTION: *Beck*

SECOND: *Brogan*

TITLE: RESOLUTION FORMALLY ACCEPTING CERTIFICATION OF MARKET VALUE FOR CERTAIN PROPERTY WITHING THE TOWNSHIP OF LOWER WHICH VALUATION HAS BEEN APPROVED BY THE GREEN ACRES DIVISION OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the Township of Lower has applied for a grant from the Green Acres Division of the New Jersey Department of Environmental Protection ("Green Acres") for the acquisition of the following blocks and lots within the Township of Lower (the "Property"):

<u>Block</u>	<u>Lot</u>
740	12, 13, 14
631.02	1
559	1-12
570	1-9, 13, 14
585	1-5, 12-18
631.01	1-25
656	1-19
674	1-19

WHEREAS, in connection with the proposed acquisition of the Property, an appraisal has been prepared which sets forth a fair market value of THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS for the Property; and

WHEREAS, Green Acres has approved the valuation of the Property in the amount of THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS pursuant to a Certification of Market Value dated May 22, 2001; and

WHEREAS, Green Acres has requested that the Township of Lower formally accept the Certification of Market Value.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Certification of Market Value for the Property in the amount of THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS is hereby accepted by the Township of Lower; and

BE IT FURTHER RESOLVED that the Township Manager is hereby authorized and directed to send a letter to the New Jersey Department of Environmental Protection, Division of Green Acres, together with a copy of this Resolution, formally accepting the Certification of Market Value for the Property.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council at a meeting held on June 4, 2001.

Claudia R. Kammer
 Claudia R. Kammer, Twp. Clerk

	BECK	BROGAN	DOOLEY	CHESNA	STARNER
AYE	✓	✓			✓
NAY					
ABSTAIN					
ABSENT			✓	✓	

*1 Cert. 2
 Grant
 Resolution
 Manager
 Johnson*

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Lower Township County: Cape May

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named Tax Map and is dated January 4, 1983. Please refer to page 1 of this document for more detailed instructions.

(Use Page 4A ~Fee Simple cont'd as necessary for additional lands)

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y/N) Note 1	GA Encumbered Acres Note 2	Co-Owners? (Y/N) Note 3	Green Acres Funded? (F/U) Note 4	EIFP Funded? (Y/N) Note 5	Notes
1	Beach W of L6	Beach	110	7	0.069	N	0.07	N	U	N	
2	Beach at Ocean	Beach	112	7	0.3035	N	0.30	N	U	N	
3	Beach at Bay	Beach	115	7	0.2291	N	0.23	N	U	N	
4	Beach at Hudson	Beach	119	7	0.4132	N	0.41	N	U	N	
5	Beach at Pacific	Beach	122	6	0.3719	N	0.37	N	U	N	
6	Beach at Delaware	Beach	128.01	7	0.0976	N	0.10	N	U	N	
7	Beach at Bates	Beach	133	8	0.3798	N	0.38	N	U	N	
8	Beach at Pennsylvania	Beach	138	11	0.2296	N	0.23	N	U	N	
9	Beach at New Jersey	Beach	143	11	0.1331	N	0.13	N	U	N	
10	Beach at New York	Beach	158	6	0.6457	N	0.65	N	U	N	
11	Beach: Spruce - Ridge	Beach	298	1	1.8	N	1.80	N	U	N	
12	200 Harvard St., Villas	Millman Field	409	24.02	5.06	N	5.06	N	U	N	
13	2920 Bayshore Road	Rotary Park	410.01	48	2.837	N	2.84	N	U	N	
14	2600 Bayshore Road	Rec Center	410.01	63.01	17.95	Y	2.00	N	U	N	
15	Mindy Ave	Coxhall Creek	494.01	18.01	40.45	N	40.45	N	U	N	
16	80 Beach Drive	Bayfront	559	1	0.677	N	0.68	N	F	N	
17	90 Beach Drive	Bayfront	570	1	0.574	N	0.57	N	F	N	
18	200 Beach Drive	Bayfront	585	1	0.9545	N	0.95	N	F	N	

Total of all fee simple Green Acres-encumbered acres on this page only: **57.23**

Total of all fee simple Green Acres-encumbered acres from all pages of this ROSI: **96.48**

Total of all Green Acres-encumbered acres from all pages of this ROSI: **115.48**

Note 1: For properties partially held for recreation/conservation (e.g. municipal complex), please supply a survey or tax map with the park boundaries to scale, showing the recreation/conservation area.
 Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
 Note 3: Does any other entity have an undivided interest in this property? List co-owner in Notes column.
 Note 4: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)
 Note 5: Were Environmental Infrastructure Trust Program funds used to acquire all or part of this property?

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Lower Township

County: Cape May

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named Tax Map and is dated January 4, 1983. Please refer to page 1 of this document for more detailed instructions.

Lands Held in Fee Simple for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Partial Lot? (Y / N) Note 1	GA Encumbered Acres Note 2	Co-Owners? (Y / N) Note 3	Green Acres Funded? (F / U) Note 4	EIFP Funded? (Y / N) Note 5	Notes
18	400 Beach Drive	Bayfront	631.01	1	1.332	N	1.33	N	F	N	
19	South of Englewood	Bayfront	631.02	1	8.38	N	8.38	N	F	N	
20	600 Beach Drive	Bayfront	656	1	1.014	N	1.01	N	F	N	
21	700 Beach Drive	Bayfront	674	1	1.0526	N	1.05	N	F	N	
22	700 Winslow Ave. N. Cape May	Township Pool	684	6.02	1.076	N	1.08	N	U	N	
23	1200 Beach Drive	Bayfront	740	12	21.671	N	21.67	N	F	N	
24	3913 Bayshore Road	Mitnick Field	741.04	25.02	3.3	N	3.30	N	U	N	
25	14th Avenue	14th Avenue	850	35	0.069	N	0.07	N	U	N	
26	New Jersey & 8th	New Jersey & 8th	854	2	0.1263	N	0.13	N	U	N	
27	4th Avenue	4th Avenue	858	22	0.069	N	0.07	N	U	N	
28	714 Sunset Blvd	714 Sunset Blvd	858	36	0.1639	N	0.16	N	U	N	
29	16th Avenue	16th Avenue	862	37	0.1951	N	0.20	N	U	N	
30	12th Avenue	12th Avenue	865	32	0.0689	N	0.07	N	U	N	
31	8th Avenue	8th Avenue	870	7	0.0689	N	0.07	N	U	N	
32	10th Avenue	10th Avenue	885	2	0.1377	N	0.14	N	U	N	
33	7th Avenue & Mt Vernon	7th Avenue & Mt Vernon	888	1	0.0585	N	0.06	N	U	N	
34	7th Avenue	7th Avenue	888	19	0.0689	N	0.07	N	U	N	
35	8th Avenue	8th Avenue	897	22	0.0689	N	0.07	N	U	N	
36	7th Avenue	7th Avenue	897	30	0.1951	N	0.20	N	U	N	

Total of all fee simple Green Acres-encumbered acres on this page only: **39.12**

RECREATION AND OPEN SPACE INVENTORY

County:

Local Unit: Lower Township

All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the local government unit. The official map used for this ROSI is named Tax Map and is dated January 4, 1983. Please refer to page 1 of this document for more detailed instructions.

Lands Held through a Lease or Use Agreement for Recreation and Conservation Purposes

Map Key	Municipal Location per Tax Records	Name of Park / Facility	Block No.	Lot No.	Total Lot Acres	Lease for Entire Property? (Y/N)	GA Encumbered Acres	Lease / Use Agreement Expiration Date	Duration of Lease / Use Agreement	Underlying Landowner	Green Acres Funded? (F / U)	Notes
I.	677 Route 9	Freeman Douglass Park	510	7.01	19	Y	19.00	12/31/2021	20	Fish & Wildlife	F	
II.												
III.												
IV.												
V.												
VI.												
VII.												
VIII.												
IX.												
X.												
XI.												
XII.												
XIII.												
XIV.												
XV.												
XVI.												
XVII.												
XVIII.												
XIX.												
XX.												

Total of all leased Green Acres-encumbered acres: 19.00

Note 1: For properties that are only partially held for recreation/conservation, please supply a survey or tax map with the park boundaries to scale, showing the area held for recreation/conservation purposes.
 Note 2: For entire properties, please supply acreage of entire property. For partial lots, please provide the recreation/conservation acreage only.
 Note 3: F = Funded by Green Acres; U = Unfunded (i.e., no Green Acres funding utilized)

CERTIFICATION:

I HEREBY CERTIFY that this Recreation and Open Space Inventory, comprising 5 total pages, is a complete and accurate listing of all lands held by the Local Government Unit, as of this 3rd day of February, 2025, for recreation and conservation purposes at the time of receipt of Green Acres funding.

This ROSI is being submitted to Green Acres as part of project number: _____ and entitled: Jake's Law Playground at Rotary Park

Michael Pappas

Chief Executive Officer of Local Government Unit
Date: 02/04/2025

W. J. Salts

Planning Board Chairperson (or equivalent)
Date: 02.03.2025

This Certification is to be signed only on this page, Page 7, of the Recreation and Open Space Inventory.

If required by local ordinance, number and date of governing body resolution authorizing Mayor to sign the ROSI:

Resolution Number

Date of Resolution

(Resoultion attached)

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

RESOLUTION #2026-217

RESOLUTION OF THE TOWNSHIP OF LOWER CONSENTING TO THE ISSUANCE BY THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY OF NOT TO EXCEED \$4,100,000 REVENUE BONDS (JUNIOR LIEN) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND TO THE ISSUANCE OF A PROJECT NOTE IN ANTICIPATION OF THE ISSUANCE SUCH REVENUE BONDS, FOR THE FINANCING OF CERTAIN SEWAGE PUMP STATION CAPITAL IMPROVEMENTS

WHEREAS, The Township of Lower Municipal Utilities Authority (the "Authority"), a public body corporate and politic of the State of New Jersey, was created pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq. (the "Act"), and was given the responsibility to implement and operate a municipal utilities authority which provides certain water and sewer services to the inhabitants of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"); and

WHEREAS, the Act provides that the Authority shall have the power to borrow money and issue its bonds, notes and other obligations and to provide for the rights of the holders of its bonds, notes and other obligations, as provided in the Act; and

WHEREAS, on February 3, 2010, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds (Junior Lien) of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Junior Lien General Bond Resolution"), authorizing the issuance of junior lien revenue bonds secured by a pledge of the Revenues (as defined in the Junior Lien General Bond Resolution) and other funds available pursuant to the Junior Lien General Bond Resolution, but at all times subordinate to bonds outstanding under the Authority's general bond resolution adopted December 4, 1972 (the "Senior General Bond Resolution"); and

WHEREAS, the Authority desires to undertake the Cost (as defined in the Act) of all or a portion of the rehabilitation of pumping equipment and ancillary station items at Route 9, Diamond Beach and WWTP Headworks, and all work necessary and ancillary thereto including all costs associated therewith, through the New Jersey Infrastructure Bank (the "NJIB") and the payment of the costs associated with the issuance of the Obligations (as defined herein) (collectively, the "2026 Project"); and

WHEREAS, to finance the 2026 Project, the Authority has applied for funding through the NJIB; and

WHEREAS, to secure such funding, the Authority must issue a bond to (i) the NJIB, and (ii) the State of New Jersey Department of Environmental Protection (the "State"), and approve the terms of all financing documents in connection therewith; and

WHEREAS, pursuant to Section 501(a) of the Junior Lien General Bond Resolution, the Authority is authorized to issue junior lien bonds for the purpose of raising funds to pay the Costs of Construction of any Project (as such terms are defined in the Junior Lien General Bond Resolution), including the 2026 Project; and

WHEREAS, the Authority has adopted a junior lien bond supplemental resolution on May 6, 2026 (the "Supplemental Bond Resolution") authorizing the issuance of an additional not to exceed \$4,100,000 aggregate principal amount of Revenue Bonds (Junior Lien) (the "Bonds") to the NJIB and the State; and

WHEREAS, Section 305(F) of the Junior Lien General Bond Resolution and Section 305(3) of the Senior General Bond Resolution require, as a condition to the issuance of the Bonds, delivery to the Trustee of an Officer's Certificate stating that the governing body of the Township has adopted a resolution to the effect that the construction of the improvement (if any) described therein is on behalf of the Township approved and consented to by said governing body; and

WHEREAS, in order to fund the cost of the 2026 Project in anticipation of receipt of the proceeds of the Bonds, the Authority has determined to issue short-term tax-exempt project notes pursuant to, and in accordance with, the Authority's "Resolution Authorizing the Issuance of Project Notes of the Township of Lower Municipal Utilities Authority"

adopted November 2, 2005, as supplemented by the Authority's "Supplemental Resolution Authorizing The Issuance Of Not To Exceed \$4,100,000 Aggregate Principal Amount Of A Project Note Of The Township Of Lower Municipal Utilities Authority" adopted May 6, 2026 (collectively, the "Project Note Resolution"), in the principal amount of an additional not to exceed \$4,100,000; and

WHEREAS, the Authority has adopted the Project Note Resolution authorizing the issuance of not to exceed \$4,100,000 aggregate principal amount of a Project Note (the "Project Note" and, together with the Bonds, the "Obligations"); and

WHEREAS, the Authority anticipates that the Project Note will be defeased with proceeds from the Bonds, unspent Project Note proceeds, connection fees and/or other available revenues of the Authority; and

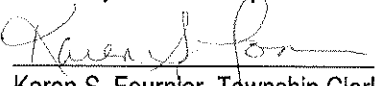
WHEREAS, the Township Council of the Township is also adopting this resolution to grant its consent to the 2026 Project and the issuance of the Obligations in an aggregate amount of not to exceed \$4,100,000 to the extent required under the 1968 Service Contract, dated November 16, 1968 (the "Service Contract"), between the Township and the Authority, the Junior Lien Bond Resolution, the Senior General Bond Resolution and the Project Note Resolution.

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

1. The Township hereby consents to the Authority's issuance of the Obligations in a total aggregate amount not to exceed \$4,100,000, in one or more series, to fund the Cost (as defined in the Act) of the 2026 Project.
2. The Township hereby consents to the construction of the 2026 Project.
3. The Township hereby ratifies and consents to the adoption on May 6, 2026 of the Supplemental Bond Resolution attached hereto as Exhibit A and the Supplemental Project Note Resolution attached hereto as Exhibit B.
4. The Service Contract is hereby ratified to the extent of any inconsistency herewith and confirmed and continued in effect with respect to the Obligations.
5. The Township hereby covenants and agrees to provide annual financial information and operating data and notice of certain enumerated events, if material, and only to the extent required and in accordance with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.
6. The Mayor, Chief Financial Officer and Clerk of the Township are each hereby authorized and directed to enter into and execute any document, certificate or agreement necessary in connection with the issuance by the Authority of the Obligations or in furtherance of the transactions contemplated by this resolution.
7. This resolution shall take effect immediately.

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

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 June 1, 2026.


 Karen S. Fournier, Township Clerk

CERTIFICATION

I, KAREN FOURNIER, Clerk of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the annexed resolution entitled, "RESOLUTION OF THE TOWNSHIP OF LOWER CONSENTING TO THE ISSUANCE BY THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY OF NOT TO EXCEED \$4,100,000 REVENUE BONDS (JUNIOR LIEN) TO THE NEW JERSEY INFRASTRUCTURE BANK, AND TO THE ISSUANCE OF A PROJECT NOTE IN ANTICIPATION OF THE ISSUANCE SUCH REVENUE BONDS, FOR THE FINANCING OF CERTAIN SEWAGE PUMP STATION CAPITAL IMPROVEMENTS" is a copy of a resolution which was duly adopted by the Township Council at a meeting duly called and held on June 1, 2026 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Township as of the 1 day of June, 2026.

(SEAL)



KAREN FOURNIER,
Township Clerk

Exhibit A

Supplemental Bond Resolution

RESOLUTION NO. 83-2026

**SUPPLEMENTAL RESOLUTION AUTHORIZING THE
ISSUANCE OF NOT TO EXCEED \$4,100,000 PRINCIPAL
AMOUNT OF REVENUE BONDS (JUNIOR LIEN) OF THE
TOWNSHIP OF LOWER MUNICIPAL UTILITIES
AUTHORITY**

WHEREAS, The Township of Lower Municipal Utilities Authority (the "Authority"), was duly created by ordinance of the Township of Lower, New Jersey (the "Township"), duly adopted July 24, 1968, as a public body corporate and politic of the State of New Jersey and has been reorganized and is existing under the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Act provides that the Authority shall have the power to borrow money and issue its bonds and other obligations and to provide for the rights of the holders of its bonds and other obligations, as provided in the Act, for the purpose of financing the cost of various projects; and

WHEREAS, on February 3, 2010, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds (Junior Lien) of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Junior Lien General Bond Resolution"), authorizing the issuance of junior lien revenue bonds secured by a pledge of the Revenues (as defined in the Junior Lien General Bond Resolution) and other funds available pursuant to the Junior Lien General Bond Resolution, but at all times subordinate to bonds outstanding under the Authority's general bond resolution adopted December 4, 1972 (the "Senior General Bond Resolution"); and

WHEREAS, the Authority has determined to undertake a project within the service area of the Authority (as more particularly described in Exhibit A attached hereto) (the "Project") and fund the costs associated with financing such project; and

WHEREAS, the Authority has determined to finance the Project with the proceeds of a loan from the New Jersey Infrastructure Bank (the "NJIB") and the State of New Jersey Department of Environmental Protection (the "State" and together with the NJIB, the "NJIB"), to fund all or a portion of the cost of the Project (the "NJIB Funds") and to secure such funding, the Authority shall issue a bond to each of the NJIB and State, respectively, in an amount not to exceed the aggregate amount of the NJIB loan and approve the terms of all financing documents in connection therewith; and

WHEREAS, pursuant to Section 501(a) of the Junior Lien General Bond Resolution, the Authority is authorized to issue junior lien bonds for the purpose of raising funds to pay the costs of construction of any Project (as defined in the Junior Lien General Bond Resolution), including the Project (as defined herein); and

WHEREAS, the Authority, in accordance with the provisions of the Junior Lien General Bond Resolution, desires to authorize the issuance and delivery of such junior lien bonds in a

principal amount not to exceed \$4,100,000 to be designated "Revenue Bonds (Junior Lien), Series 20__" (the "NJIB Bonds"), with such series designation to reflect the year of issuance of such NJIB Bonds, for the purpose of (i) funding the Project, and (ii) paying costs and expenses associated with the authorization, sale and issuance of the NJIB Bonds (collectively, the "2026 Project"); and

WHEREAS, the Authority wishes to provide terms and conditions with respect to the NJIB Bonds in addition to those which have been previously established under and pursuant to the Junior Lien General Bond Resolution and delegate the sale of such NJIB Bonds to the Executive Director of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY, as follows:

ARTICLE I

Definitions and Interpretations

Section 101. **Short Title**. This resolution may hereinafter be cited by the Authority and is hereinafter sometimes referred to as the "Supplemental Resolution".

Section 102. **Authorization for Supplemental Resolution**. This Supplemental Resolution is authorized by and adopted pursuant to the provisions of Section 501 of the Junior Lien General Bond Resolution.

Section 103. **Terms Defined in Junior Lien General Bond Resolution**. Terms which are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings assigned to such terms in Section 102 of the Junior Lien General Bond Resolution.

Section 104. **Other Definitions**. As used or referred to, and unless the context clearly indicates a different meaning or use, in this Supplemental Resolution:

"Act" shall have the meaning given to such term in the recitals hereto.

"Authority" shall have the meaning given to such term in the recitals hereto.

"Authority Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Bank" shall be as defined in section 306 of this Supplemental Resolution.

"Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Junior Lien General Bond Resolution" shall have the meaning given to such term in the recitals hereto.

"NJIB Bank" shall have the meaning given to such term in the recitals hereto.

"NJIB" shall have the meaning given to such term in the recitals hereto.

"NJIB Bonds" shall have the meaning given to such term in the recitals hereto.

"NJIB Funds" shall have the meaning given to such term in the recitals hereto.

"Paying Agent" shall be as defined in section 306 of this Supplemental Resolution.

"Program Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Registrar" shall be as defined in section 306 of this Supplemental Resolution.

"Resolution" shall mean, together, the Junior Lien General Bond Resolution and this Supplemental Resolution.

"State" shall have the meaning given to such term in the recitals hereto.

"Senior General Bond Resolution" shall have the meaning given to such term in the recitals hereto.

"Township" shall have the meaning given to such term in the recitals hereto.

"Trustee" shall be as defined in section 306 of this Supplemental Resolution.

"2026 Project" shall have the meaning given to such term in the recitals hereto.

Section 105. **Incorporation of Junior Lien General Bond Resolution.** This Supplemental Resolution supplements and amends the Junior Lien General Bond Resolution. The Junior Lien General Bond Resolution is incorporated herein by reference thereto.

(End of Article I)

ARTICLE II

Determination By and Obligations of the Authority

Section 201. **Authority for Supplemental Resolution.** This Supplemental Resolution is adopted pursuant to the Act and the Junior Lien General Bond Resolution and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the Junior Lien General Bond Resolution to further secure the payment of the principal or redemption price of and interest on the NJIB Bonds.

Section 202. **NJIB Bonds to Constitute Additional Bonds.** The NJIB Bonds shall constitute "Additional Bonds" as such term is defined in the Junior Lien General Bond Resolution and shall be authorized and issued pursuant to Section 501 of the Junior Lien General Bond Resolution.

Section 203. **Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the NJIB Bonds by those who shall hold the same from time to time, the provisions of the Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the NJIB Bonds; the pledge made in the Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the Junior Lien Bonds, including the NJIB Bonds all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Junior Lien Bonds over any other thereof except as expressly provided in or pursuant to the Resolution.

(End of Article II)

ARTICLE III

Authorization, Purpose, Execution, Issuance and Sale of NJIB Bonds

Section 301. Amount, Title and Purpose of NJIB Bonds. Not to exceed \$4,100,000 principal amount of NJIB Bonds are hereby authorized to be issued and sold by the Authority in accordance with the provisions of the Junior Lien General Bond Resolution and this Supplemental Resolution. Such NJIB Bonds shall be designated "Revenue Bonds (Junior Lien), Series 20__", with such series designation to reflect the year of issuance of such NJIB Bonds, or such title as shall be determined in a certificate of an Authority Officer. The purpose for which the NJIB Bonds are being issued is to fund the 2026 Project.

Section 302. Description of NJIB Bonds.

(1) Amount and Term. The NJIB Bonds shall be in an amount not to exceed \$4,100,000. The NJIB Bonds shall be two (2) in number and issued to the NJIB and State, respectively with interest rates fixed to maturity, shall be dated such date as required by the NJIB, numbered R-1 upward, shall mature over a term not exceeding thirty (30) years, or such other date as determined by the NJIB, and be payable on the dates and in the years and in the amounts as provided for by this Supplemental Resolution, the Financing Documents and/or subparagraph (2) of this Section.

(2) Delegation to Issue NJIB Bonds. Each Authorized Officer of the Authority is hereby designated as the individual who shall have the power to sell and to award the NJIB Bonds (of the same or different series) on behalf of the Authority, to the NJIB, including the power to determine (giving due consideration to the terms and conditions of the preceding paragraph and any applicable rules or restrictions of the NJIB), among other things (1) the aggregate amount of NJIB Bonds to be issued, provided such amount does not to exceed \$4,100,000, (2) the time and the manner of sale of the NJIB Bonds, (3) the denominations and rate or rates of interest to be borne by the NJIB Bonds, and (4) such other terms and conditions as may be necessary or related to the sale of the NJIB Bonds. Such sale, award, terms and conditions of the NJIB Bonds issued to the NJIB shall be determined and evidenced by the financing documents, to be executed by the Authorized Officer on behalf of the Authority, subject to the rules, conditions, maturity schedule and interest rate established by the NJIB (the "Financing Documents"). Such sale and award provisions of the NJIB Bonds, as set forth herein, may be further evidenced by the series certificate, executed as of the date of sale and award of the NJIB Bonds (the "Series Certificate"). The Financing Documents and the Series Certificate shall be presented to the Authority by the Executive Director of the Authority at the next regular meeting of the Authority following such sale and award as evidence of the terms and details of the sale of such NJIB Bonds.

(3) Execution of the Financing Documents. The Financing Documents are hereby authorized to be executed and delivered in connection with the issuance of the NJIB Bonds. Such Financing Documents may be executed and delivered on behalf of the Authority by an Authorized Officer, in their respective sole discretion, after consultation with counsel and any advisors to the Authority (collectively, the "Authority Consultants"), and after further consultation with the NJIB and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", together with the Authority Consultants, the "Consultants") shall determine, with such determination to be conclusively evidenced by the execution of such Financing Documents by an

Authorized Officer as determined hereunder. The Board Secretary or Assistant Board Secretary of the Authority is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Authority as determined hereunder, and to affix the corporate seal of the Authority to such Financing Documents.

(4) Form of NJIB Bonds. The NJIB Bonds shall be in substantially the form described in Section 311 of the Junior Lien General Bond Resolution, with only such changes as are necessary to comply with the NJIB and the Financing Documents.

(5) Further Authorizations. Each Authorized Officer of the Authority is hereby further severally authorized to (1) execute and deliver, and the Board Secretary or Assistant Board Secretary of the Authority is hereby further authorized to attest to such execution and to affix the corporate seal of the Authority to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officer, the Board Secretary or Assistant Board Secretary of the Authority, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transaction contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (2) perform such other actions as the Authorized Officer deems necessary, desirable or convenient in relation to the execution thereof.

Section 303. Execution of NJIB Bonds. The NJIB Bonds shall be executed in the name and on behalf of the Authority by the manual or facsimile signature of its Chairperson, Executive Director or Vice-Chairperson and its corporate seal (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced thereon, and such seal and NJIB Bonds shall be attested by the manual or facsimile signature of its Board Secretary or Assistant Board Secretary. In case any officer of the Authority who shall have executed, sealed or attested any of the NJIB Bonds shall cease to be such officer of the Authority before the NJIB Bonds so executed, sealed or attested shall have been authenticated and delivered upon original issuance, such NJIB Bonds may nevertheless be authenticated and delivered as herein provided as if the person who so executed, sealed or attested such NJIB Bonds had not ceased to be such officer.

Section 304. Authentication of NJIB Bonds. The NJIB Bonds shall bear thereon a certificate of authentication, substantially in the form set forth in Section 311 of the Junior Lien General Bond Resolution, duly executed by the Trustee. Only such NJIB Bonds as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any right or benefit under the Junior Lien General Bond Resolution. No NJIB Bond shall be valid or obligatory for any purpose unless such certificate of authentication upon such NJIB Bond shall have been duly executed by the Trustee, and such certificate of authentication by the Trustee upon any NJIB Bond executed on behalf of the Authority shall be conclusive and the only evidence that the NJIB Bond so authenticated has been duly authenticated and delivered under this Supplemental Resolution and that the holder thereof is entitled to the benefits of the Junior Lien General Bond Resolution.

Section 305. Application of Proceeds of NJIB Bonds. The proceeds which are derived from the sale of the NJIB Bonds, including any accrued interest thereon, shall be applied by the Trustee, upon receipt, in the manner set forth in a resolution of the Authority or a certificate of an Authority Officer adopted or executed, as applicable, prior to delivery of the NJIB Bonds.

Section 306. **Appointment of Trustee, Paying Agent and Registrar.** In accordance with the provisions of Article III of the Junior Lien General Bond Resolution, the appointment of TD Bank, National Association (the "Bank") as Trustee (the "Trustee"), Paying Agent (the "Paying Agent") and Registrar (the "Registrar") for the NJIB Bonds is hereby confirmed, ratified and approved. The Bank shall accept and shall carry out its duties and obligations as Trustee, Paying Agent and Registrar as provided in and as required by the terms of the Junior Lien General Bond Resolution.

(End of Article III)

ARTICLE IV

Miscellaneous

Section 401. **Supplemental Resolutions; Amendment of Supplemental Resolution.** At any time or from time to time, a Supplemental Resolution of the Authority may be adopted for the purpose of supplementing or amending this Supplemental Resolution.

Section 402. **Signing Powers.** The Authority Officers are hereby severally authorized and, after satisfaction of all conditions precedent thereto and after consultation with the professionals working on behalf of the Authority, are hereby severally directed to execute or acknowledge, as the case may be, or cause to be executed or acknowledged such other certificates, notices, instruments, agreements and other documents in such form as the Executive Director, after consultation with the professionals working on behalf of the Authority, shall determine to be necessary, desirable or convenient in order to effect the issuance of NJIB Bonds or any other transaction contemplated hereby and thereby, which respective forms thereof shall be dispositively evidenced by the Authority Officer's execution or acknowledgment, as the case may be, and delivery thereof or with respect to such documents of a party other than the Authority, shall be evidenced by an Authority Officer's execution thereof.

Section 403. **Reimbursement.** The Authority intends to finance the Project with the NJIB Bonds but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the NJIB Bonds with funds of the Authority that are not borrowed funds. The Authority reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the NJIB Bonds with proceeds of its NJIB Bonds. This resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the NJIB Bonds with the proceeds of a borrowing to be incurred by the Authority, in accordance with Treasury Regulations §150-2. The maximum principal amount of the NJIB Bonds expected to be issued to finance the Project is \$4,100,000. The Project Costs to be reimbursed with the proceeds of the NJIB Bonds will be "capital expenditures" in accordance with the meaning of Section 150 of the Code. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the NJIB Bonds used to reimburse the Authority for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the NJIB Bonds or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the NJIB Bonds is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 404. **Publication and Filings by Board Secretary.** The Secretary of the Authority, or any member, officer or staff member of the Authority, is hereby authorized and directed to file a certified copy of this Supplemental Resolution for public inspection in the office of the Authority and in the office of the Clerk of the Township and to cause to be posted on said

Township's or posted on the Authority's website a notice of adoption and said notice of adoption shall remain on said website for a minimum of seven (7) days thereafter in accordance with the provisions of N.J.S.A. 40:14B-28. The Board Secretary or Assistant Board Secretary of the Authority is hereby further directed to file a certified copy of this Supplemental Resolution in (a) the office of the Clerk of the Township of Lower, New Jersey and (b) the office of Trustee.

Section 405. Effective Date. This Supplemental Resolution shall take effect in accordance with applicable law.

(End of Article IV)

Moved by: Karen Rechner

Seconded by: Bryan Steere

RECORDED VOTE:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Rechner	X			
Henderson	X			
Ridgway				X
Steere	X			
Prince	X			

EXHIBIT A

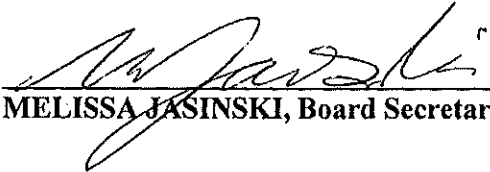
The project will rehabilitate 50-year-old pumping equipment and ancillary station items at three of the largest Authority sewage pump stations (Route 9, Diamond Beach, WWTP Headworks), and all work necessary and ancillary thereto including all "Costs" (as defined in the municipal and county utilities law, N.J.S.A. 40:14B-1, et seq.) associated therewith.

CERTIFICATION

I, the undersigned, Board Secretary of The Township of Lower Municipal Utilities Authority (the "Authority"), hereby certifies that the above resolution entitled "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,100,000 PRINCIPAL AMOUNT OF REVENUE BONDS (JUNIOR LIEN) OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY" was duly adopted by the Authority at a regular meeting of the Authority held on May 6, 2026, duly called and held in accordance with the Open Public Meetings Act, at which meeting a quorum was present and acting throughout, and that such Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority and as of the date hereof such Resolution has not been amended, repealed or revoked but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority the 6th day of May, 2026.

**THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**



MELISSA JASINSKI, Board Secretary

(SEAL)

Exhibit B

Supplemental Project Note Resolution

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 84-2026**

**SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$4,100,000 AGGREGATE PRINCIPAL AMOUNT OF A
PROJECT NOTE OF THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**

WHEREAS, The Township of Lower Municipal Utilities Authority (the "Authority"), was duly created by ordinance of the Township of Lower, New Jersey (the "Township"), duly adopted July 24, 1968, as a public body corporate and politic of the State of New Jersey and has been reorganized and is existing under the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Act provides that the Authority shall have the power to borrow money and issue its bonds and other obligations and to provide for the rights of the holders of its bonds and other obligations, as provided in the Act, for the purpose of financing the cost of various projects; and

WHEREAS, on November 2, 2005, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Project Notes of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Project Note Resolution"); and

WHEREAS, pursuant to the Project Note Resolution, the Authority is authorized to issue Additional Project Notes (as defined in the Project Note Resolution) to, among other things (i) raise funds to pay the cost of a Project (as defined in the Project Note Resolution); and (ii) refund any Project Notes (as defined in the Project Note Resolution); and

WHEREAS, the Authority has determined to undertake a project (as more particularly described in Exhibit A attached hereto, the "Project"); and

WHEREAS, the Authority has determined to finance the Project with the proceeds of a loan from the New Jersey Infrastructure Bank and the State of New Jersey Department of Environmental Protection (collectively, the "NJIB"), to fund all or a portion of the cost of the Project (the "NJIB Funds"); and

WHEREAS, in order to fund the cost of the Project in anticipation of the NJIB Funds, the Authority has determined to authorize an interim construction loan with the NJIB which will ultimately be paid with NJIB Funds; and

WHEREAS, the Authority now desires to authorize the issuance and delivery of tax-exempt project notes in an amount not to exceed \$4,100,000 to be designated "Project Note" (the "2026 Project Note") pursuant to this supplemental resolution (the "2026 Supplemental Resolution" and, together with the Project Note Resolution, as amended and supplemented, the

"Resolution") for the purpose of (i) funding all or a portion of the Project, and (ii) paying costs and expenses associated with the authorization, sale and issuance of the 2026 Project Note (collectively, the "2026 Project"); and

WHEREAS, the Authority wishes to provide the terms and conditions with respect to such 2026 Project Note, in addition to those which have been previously established under and pursuant to the Resolution and delegate the sale of such 2026 Project Note to the Executive Director of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the members of The Township of Lower Municipal Utilities Authority as follows:

ARTICLE I

General Provisions

Section 101. Short Title. This resolution may hereafter be cited by the Authority and is hereinafter sometimes referred to as the "2026 Supplemental Resolution".

Section 102. Terms Defined in Resolution. Whenever used or referred to in this 2026 Supplemental Resolution, all words and terms which are defined in the Project Note Resolution shall have the same meanings given to such words and terms as determined in said Project Note Resolution, except to the extent words and terms are otherwise defined herein.

Section 103. Other Definitions. The following terms shall have the meaning assigned to such term in the preamble hereof:

"Act"	"NJIB Funds"
"Authority"	"2026 Project Note"
"Township"	"2026 Supplemental Resolution"
"Project"	"2026 Project"
"Project Note Resolution"	
"Resolution"	
"NJIB"	

As used or referenced to, and unless the context clearly indicates a different meaning or use, in this 2026 Supplemental Resolution:

"Bank" shall have the meaning set forth therefore in Section 306 hereof.

"Certificate" shall have the meaning set forth therefore in Section 302 hereof.

"Loan Documents" shall have the meaning set forth therefore in Section 308 hereof.

"Paying Agent" means TD Bank, National Association, Mount Laurel, New Jersey, as appointed pursuant to Section 306 hereof.

"Registrar" means TD Bank, National Association, Mount Laurel, New Jersey, as appointed pursuant to Section 306 hereof.

"State" means the State of New Jersey.

"Trustee" means TD Bank, National Association, Mount Laurel, New Jersey, as appointed pursuant to Section 306 hereof.

"Purchaser" shall have the meaning set forth therefore in Section 307 hereof.

Section 104. Incorporation of Project Note Resolution. This 2026 Supplemental Resolution supplements and amends the Project Note Resolution. The Project Note Resolution, as amended herein, is incorporated herein by reference thereto.

(End of Article I)

ARTICLE II

Determinations By and Obligations of the Authority

Section 201. Authority for 2026 Supplemental Resolution. This 2026 Supplemental Resolution is adopted pursuant to the Act and the Project Note Resolution, and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this 2026 Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the Project Note Resolution to further secure the payment of the principal or redemption price of and interest on the 2026 Project Note.

Section 202. 2026 Project Note to Constitute Project Notes. The 2026 Project Note shall constitute "Additional Project Notes" and are therefore deemed to be "Project Notes", as such terms are defined in the Project Note Resolution. The 2026 Project Note shall be issued pursuant to and in accordance with the Project Note Resolution.

Section 203. Project Note Resolution to Constitute Contract. In consideration of the purchase and acceptance of the 2026 Project Note by those who shall hold the same from time to time, the provisions of the Project Note Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the 2026 Project Note; the pledge made in the Project Note Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the 2026 Project Note, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the 2026 Project Note over any other thereof except as expressly provided in or pursuant to the Project Note Resolution.

(End of Article II)

ARTICLE III

Authorization, Purpose, Execution and Issuance of 2026 Project Note

Section 301. Authorization, Designation and Purpose of the 2026 Project Note. The 2026 Project Note of the Authority in a principal amount not to exceed \$4,100,000 is hereby authorized to be issued pursuant to Sections 301 and 311 of the Project Note Resolution, such 2026 Project Note to be designated "Project Note, Series 2026" or such other year if not issued in 2026. The 2026 Project Note is authorized and will be issued to provide funds for the cost of the 2026 Project.

Section 302. Description of 2026 Project Note; Delegation of Sale of 2026 Project Note.

(1) Terms. The 2026 Project Note shall be dated and shall bear interest, and shall mature and be subject to redemption, as provided by a certificate of the Executive Director executed upon consultation with the Chairperson (the "Certificate") duly executed prior to the authentication and the delivery upon original issuance of the 2026 Project Note. Such Certificate may contain such other terms and provisions with respect to the 2026 Project Note that are not established by the terms of the Project Note Resolution or by the terms hereof and that are not inconsistent with the provisions thereof or hereof.

(2) Denomination and Place of Payment. The 2026 Project Note shall be issued in fully registered form, without coupons, and in the denomination of one note for the maturity thereof. The principal of the 2026 Project Note shall be payable to the registered owner thereof, or registered assigns, at maturity upon presentation and surrender of the 2026 Project Note at the principal corporate trust office of the Paying Agent. Interest on the 2026 Project Note will be paid to the registered owner by check and such payment will be mailed by the Paying Agent to such Registered Owner at the most recent address appearing on the registration books of the Authority. All other terms and conditions with respect to the payment of the principal of and interest on the 2026 Project Note shall be as provided in the Project Note Resolution.

(3) Form of 2026 Project Note. The 2026 Project Note shall be in substantially the form contained in Section 313 of the Project Note Resolution and/or as required by the NJIB.

Section 303. Application of 2026 Project Note Proceeds. The proceeds of the 2026 Project Note, including accrued interest on such 2026 Project Note, if any, and including any premium payable to the Authority thereon, if any, shall be applied simultaneously with the delivery of such 2026 Project Note as directed by written order of the Chairperson, Vice Chairperson, Executive Director or Treasurer of the Authority.

Section 304. Execution of 2026 Project Note. The 2026 Project Note is hereby authorized to be executed in accordance with the provisions of Section 304 of the Project Note Resolution.

Section 305. Authentication of 2026 Project Note. The 2026 Project Note is hereby authorized to be authenticated in accordance with the provisions of Section 305 of the Project Note Resolution.

Section 306. Appointment of Trustee, Paying Agent and Registrar. In accordance with the provisions of Article VI of the Project Note Resolution, TD Bank, National Association, Mount Laurel, New Jersey (the "Bank") is hereby appointed Trustee, Paying Agent and Registrar for the 2026 Project Note. The Bank shall accept and shall carry out its duties and obligations as Trustee, Paying Agent and Registrar as provided in and as required by the terms of the Project Note Resolution.

Section 307. Appointment of Purchaser. The Authority hereby appoints the NJIB as the purchaser of the 2026 Project Note (the "Purchaser").

Section 308. Approval of Loan Documents. The Chairperson, Vice Chairperson and Executive Director of the Authority are, and each of them is hereby, authorized and directed to negotiate, execute and deliver, as and if applicable, a loan commitment, a loan agreement, loan documents and/or loan amendment and any closing and other documents associated with said loan (collectively, the "Loan Documents") with the Purchaser, if applicable. Such Loan Documents, along with the Certificate, shall determine the terms and conditions relating to the sale of the 2026 Project Note, including the rate of interest to be borne by the 2026 Project Note and the fee, if any, which is payable in connection with the sale of the 2026 Project Note. The 2026 Project Note shall be delivered at such time and place as shall be determined by the Authority, subject to the terms and conditions of the Loan Documents. The Chairperson, Vice Chairperson, Executive Director, Board Secretary or Assistant Board Secretary of the Authority are, and each of them is, hereby authorized and directed to do and perform all things and execute all papers in the name of the Authority, and to make all payments necessary or in their opinion convenient, to the end that the Authority may carry out its obligations under the terms of said Loan Documents.

Section 309. Authorization of Official Statement. The Auditor and Bond Counsel to the Authority are hereby authorized to prepare a preliminary Official Statement and final Official Statement, if necessary, in order to assist the Authority with the marketing of the 2026 Project Note. The Chairperson, Vice Chairperson and Executive Director of the Authority are, and each of them is, hereby authorized and directed to execute and permit the distribution of a Preliminary Official Statement and a final Official Statement, in the name and on behalf of the Authority. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Authority by the Chairperson, Vice Chairperson or Executive Director. Final Official Statements shall be delivered within the earlier of seven business days following the sale of the 2026 Project Note or to accompany the confirmations that request payment for the 2026 Project Note.

(End of Article III)

ARTICLE IV

Continuing Market Disclosure; Miscellaneous

Section 401. Continuing Market Disclosure. If applicable, and solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the 2026 Project Note is not exempt from the Rule, for so long as the 2026 Project Note remains outstanding (unless the 2026 Project Note has been wholly defeased), the Authority shall provide for the benefit of the holders of the 2026 Project Note and the beneficial owners thereof, in a timely manner, to the Municipal Securities Rulemaking Board, notice of any certain events set forth and required by the Rule with respect to the 2026 Project Note:

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this 2026 Supplemental Resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The Executive Director and Chairperson are each hereby authorized to enter into additional written contracts or undertakings to implement the Rule and/or to comply with the terms set forth in the Loan Documents, and are each further authorized to amend such contracts or undertakings or the undertakings set forth in this 2026 Supplemental Resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule or would have been in compliance with the Rule if such amended undertaking had been entered into at the time of the issuance of the 2026 Project Note.

In the event that the Authority fails to comply with the Rule or the written contracts or undertakings specified in this 2026 Supplemental Resolution or in the Loan Documents, the Authority shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 402. Additional Acts. The Chairperson and any other officer of the Authority, and the staff and consultants or professionals of the Authority are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the Project Note Resolution in connection with the issuance, sale and delivery of the 2026 Project Note.

Section 403. Covenant of Authority as to Compliance with Federal Tax Matters. The Authority hereby covenants that it will take all actions within its control that are necessary to assure that interest on the 2026 Project Note is excludable from gross income under the Code and the Authority will refrain from taking any action that would adversely affect the exclusion of interest on the 2026 Project Note from gross income under the provisions of the Code.

Section 404. Reimbursement. The Authority intends to finance the Project with the 2026 Project Notes but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the 2026 Project Notes with funds of the Authority that are not borrowed funds. The

Authority reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the 2026 Project Notes with proceeds of its 2026 Project Notes. This resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the 2026 Project Notes with the proceeds of a borrowing to be incurred by the Authority, in accordance with Treasury Regulations §150-2. The maximum principal amount of the 2026 Project Notes expected to be issued to finance the Project is \$4,100,000. The Project Costs to be reimbursed with the proceeds of the 2026 Project Notes will be "capital expenditures" in accordance with the meaning of Section 150 of the Code. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the 2026 Project Notes used to reimburse the Authority for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the 2026 Project Notes or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the 2026 Project Notes is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 405. Miscellaneous, Publication and Filings by Board Secretary. The Secretary of the Authority, or any member, officer or staff member of the Authority, is hereby authorized and directed to file a certified copy of this Supplemental Resolution for public inspection in the office of the Authority and in the office of the Clerk of the Township and to cause to be posted on said Township's or posted on the Authority's website a notice of adoption and said notice of adoption shall remain on said website for a minimum of seven (7) days thereafter in accordance with the provisions of N.J.S.A. 40:14B-28. The Board Secretary or Assistant Board Secretary of the Authority is hereby further directed to file a certified copy of this 2026 Supplemental Resolution in (a) the office of the Clerk of the Township of Lower, New Jersey and (b) the office of Trustee.

Section 406. Effective Date. This 2026 Supplemental Resolution shall take effect in accordance with applicable law.

(End of Article IV)

Moved by: Karen Rechner
Seconded by: Jacqueline Henderson
RECORDED VOTE:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Rechner	x			
Henderson	x			
Ridgway				x
Steere	x			
Prince	x			

EXHIBIT A

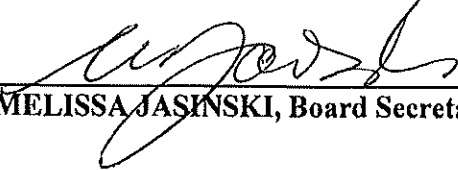
The project will rehabilitate 50-year-old pumping equipment and ancillary station items at three of the largest Authority sewage pump stations (Route 9, Diamond Beach, WWTP Headworks), and all work necessary and ancillary thereto including all "Costs" (as defined in the municipal and county utilities law, N.J.S.A. 40:14B-1, et seq.) associated therewith.

CERTIFICATION

I, the undersigned, Board Secretary of The Township of Lower Municipal Utilities Authority (the "Authority"), hereby certifies that the above resolution entitled "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,100,000 AGGREGATE PRINCIPAL AMOUNT OF A PROJECT NOTE OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY" was duly adopted by the Authority at a regular meeting of the Authority held on May 6, 2026, duly called and held in accordance with the Open Public Meetings Act, at which meeting a quorum was present and acting throughout, and that such Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority and as of the date hereof such Resolution has not been amended, repealed or revoked but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority the 6th day of May, 2026.

**THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**



MELISSA JASINSKI, Board Secretary

(SEAL)