

Signed Resolutions – October 5, 2026

- Res. #2026-318 Authorization for the Payment of Vouchers \$610,740.48
- Res. #2026-319 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Cops in Shops, \$4,480)
- Res. #2026-320 Authorizing an Agreement Between the County of Cape May and the Township of Lower for the Purchase of Gasoline and Diesel Fuel through the Commodity Resale System
- Res. #2026-321 Approval of Change Order #1 to Fred Schiavone Construction, Inc. for Clem Mulligan Sports Complex Storm Sewer Pump Station Project (LT-C-067)
- Res. #2026-322 A Resolution Awarding a Non-Fair and Open Contract to Power DMS to Renew the Software and Maintenance for Lower Township Police Department
- Res. #2026-323 Approval of a Refund for the Football Program 2026 of \$20.00 (Gray)
- Res. #2026-324 Approval of a Refund for the Fall Soccer Program 2026 of \$10.00 (Gallagher)
- Res. #2026-325 Approval of Change Order #1 to A. Larsen Construction, LLC for Delaware Bay Beach Stormwater Outfall Extension – Phase 1 Contract 2 (LT-C-070)
- Res. #2026-326 Authorization for Refund of Taxes
- Res. #2026-327 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (ACM JIF – Safety Optional Safety, \$2,000)
- Res. #2026-328 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Municipal Alliance Program, \$26,215)
- Res. #2026-329 A Resolution Approving a Professional Service Contract with DeBlasio & Associates for Surveying & Engineering Phase Services for the Municipal Complex Parking Improvements Project (LT-C-079)
- Res. #2026-330 Approval of Change Order #2 to R. Maxwell Construction Co., Inc. for the FY2024 NJDCA Small Cities Program Municipal Pool Building Replacement Project (LT-C-063)
- Res. #2026-331 Authorization for 2026 Incentive Award for Insurance Waiver

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

RESOLUTION #2026-318

Title: AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

TOTAL COMPUTER GENERATED: \$610,740.48

TOTAL BILL LIST \$610,740.48

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 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>Aprv: N</i>				<i>Include Non-Budgeted: Y</i>	
		<i>Rcvd: Y</i>				<i>Vendors: All</i>	
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00061		ALERT-ALL CORPORATION					
26-02297	09/18/26	Fire Prevention Week LTES	Open	\$1,348.00	\$0.00		
00089		ARTHUR AMONETTE					
26-02387	10/01/26	MEDICARE SUPPLEMENT	Open	\$1,850.00	\$0.00		
00153		ATLANTIC CITY ELECTRIC					
26-02386	10/01/26	ATLANTIC CITY ELECTRIC- SEPT	Open	\$36,292.76	\$0.00		
00179		AVERY TEITLER					
26-01014	05/07/26	PB SOLICITOR SALARY (CONT.)	Open	\$1,041.67	\$0.00		B
26-02296	09/18/26	PB RESOLUTION VOUCHERS	Open	\$600.00	\$0.00		
		Vendor Total:		\$1,641.67			
00194		ADVANCED VIDEO & SOUND LLC					
26-02009	08/17/26	CYBER POWER BACK-UP-FREEMAND	Open	\$375.00	\$0.00		
00199		AUTO ZONE INC					
26-02275	09/18/26	BATTERIES/DPW	Open	\$520.57	\$0.00		
00239		A ALLIANO MASONRY INC					
26-02321	09/25/26	CONCRETE/DPW	Open	\$890.20	\$0.00		
00257		BAYSHORE LANDSCAPING INC					
26-00040	01/08/26	RES#26-49 FINAL YEAR CONTRACT	Open	\$9,812.50	\$0.00		B
00419		RICHARD M BRASLOW, ESQ					
26-02250	09/15/26	FS Legal 10.1 hours	Open	\$3,030.00	\$0.00		
00611		COUNTY OF CAPE MAY (FUEL)					
26-02358	09/29/26	GASOLINE/DIESEL/DPW	Open	\$45,959.17	\$0.00		
00784		CAPE MAY STAR & WAVE					
26-02165	09/03/26	9/11 publications	Open	\$630.00	\$0.00		
26-02228	09/14/26	Online Legal notice 3/25/2026	Open	\$75.00	\$0.00		
26-02325	09/25/26	Online Legal Notices 9/2, 9/16	Open	\$125.00	\$0.00		
		Vendor Total:		\$830.00			
00825		COMCAST INTERNET					
26-02385	10/01/26	COMCAST INTERNET AND TV OCT 26	Open	\$2,460.54	\$0.00		
01125		MARGARET CROMPTON					
26-00248	01/28/26	RETIRED MEDICARE SUPPLEMENT	Open	\$100.00	\$0.00		B
01132		CUMMINS INC					
26-02360	09/29/26	INSPECTION/DPW	Open	\$692.84	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01201 26-02246	09/15/26	DELL MARKETING LP 8 NEW PCS - RECORDS & DC	Open	\$12,653.40	\$0.00		
01267 26-02354	09/29/26	EDWARD DONOHUE CONTRACTUAL REIMBURSEMENT M	Open	\$89.23	\$0.00		
01480 26-02345 26-02346	09/29/26 09/29/26	E-Z PASS 9/10/26 REC REPLINISH TOLL VIOLATIONS	Open Open	\$300.00 \$66.70	\$0.00 \$0.00		PC1
Vendor Total:				\$366.70			
01530 26-00775	04/10/26	FIRE DISTRICT #1 2026 FIRE DISTRICT #1 TAX	Open	\$2,939.04	\$0.00		
01540 26-00774	04/10/26	FIRE DISTRICT #2 2026 FIRE DISTRICT #2 TAXES	Open	\$3,918.72	\$0.00		
01550 26-00773	04/10/26	FIRE DISTRICT #3 2026 FIRE DISTRICT #3 TAXES	Open	\$1,306.24	\$0.00		
01603 26-02363	09/29/26	GENERAL CODE PUBLISHERS Supp #47	Open	\$1,092.00	\$0.00		
01690 26-02278	09/18/26	GRANTURK EQUIPMENT CO RADIO CONV/DPW	Open	\$187.80	\$0.00		
01741 26-02343	09/29/26	GENTILINI CHEVROLET, LLC TANK/DPW	Open	\$60.44	\$0.00		
01806 26-00947	04/28/26	ANTHONY J HARVATT, II, ESQ ZBA SOLICITOR SALARY (CONT.)	Open	\$1,041.50	\$0.00		B
01834 26-02317	09/25/26	RICHARD HOOYMAN CONTRACTUAL REIMBURSEMENT V	Open	\$220.00	\$0.00		
02223 26-02214	09/14/26	LANDSMAN UNIFORMS COOL SHIRTS	Open	\$210.00	\$0.00		
03086 26-01082	05/13/26	NJ STATE ASSN CHIEFS OF POL OPRA & RECORDS MGMT COURSE	Open	\$1,196.00	\$0.00		
03090 26-02284	09/18/26	NJSACOP - ALUMNI ASSOC 2027 POLICE CHIEFS IN-SERVICE	Open	\$425.00	\$0.00		
03619 26-02327	09/25/26	THOMAS SOLENSKI MEDICARE SUPPLEMENT	Open	\$2,400.00	\$0.00		
03660 25-03105	11/21/25	SIRCHIE FINGERPRINT LAB. INV. DETS EVIDENCE SUPPLIES	Open	\$1,257.21	\$0.00		
03692		SOUTH JERSEY GAS CO					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03692		SOUTH JERSEY GAS CO	<i>Account Continued</i>				
26-02365	09/30/26	SOUTH JERSEY GAS AUG/SEPT 2026	Open	\$413.43	\$0.00		
03764		TCTANJ					
26-02156	09/03/26	WEBINAR -BROWN/FRITSCH	Open	\$100.00	\$0.00		
03915		TURF EQUIPMENT & SUPPLY CO					
26-02313	09/23/26		Open	\$1,400.45	\$0.00		
04075		BARBER CONSULTING SERVICES LLC					
26-02293	09/18/26	MIS RATE SERVICES 7/6- 8/20/26	Open	\$3,667.50	\$0.00		
04097		CINTAS FIRST AID AND SAFETY					
26-02222	09/14/26	COURT - CABINET SERVICE 9/2026	Open	\$8.03	\$0.00		
26-02249	09/15/26	BOCA FIRST AID SUPPLIES	Open	\$34.96	\$0.00		
26-02276	09/18/26	9/10/26 TOWNHALL RESTOCK	Open	\$41.55	\$0.00		
26-02303	09/22/26	FIRST AID SUPPLIES/DPW	Open	\$30.63	\$0.00		
		Vendor Total:		\$115.17			
05083		ALLEGRA MARKETING,PRINT & MAIL					
26-02283	09/18/26	FLYERS-HAUNTED TRAILS	Open	\$315.00	\$0.00		
06038		ALIANO BROTHER GENERAL CONTACT					
26-00418	02/25/26	RES #2026-105 DPW BUILDING	Open	\$331,220.40	\$0.00		B
6063		CAPE MINING & RECYCLING, LLC					
26-02299	09/18/26	WOOD CHIPS/DPW	Open	\$283.08	\$0.00		
6071		UNITED UNIFORMS LIMITED LIAB					
25-03118	11/21/25	UNIFORMS CPL BOHN & PFC BOYLE	Open	\$627.00	\$0.00		
26-02099	08/28/26	ACADEMY UNIFORM - L. CUOMO	Open	\$1,195.99	\$0.00		
26-02100	08/28/26	ACADEMY UNIFORM - S. DONAHUE	Open	\$1,195.99	\$0.00		
26-02362	09/29/26	CHIEF VANAMAN BADGES	Open	\$65.00	\$0.00		
		Vendor Total:		\$3,083.98			
6074		CAPE ATLANTIC JUNIOR FOOTBALL					
26-02273	09/18/26	2026 CAJFL OFFICIALS FEES	Open	\$3,016.00	\$0.00		
7098		SHORE VETERINARIAN ANIMAL					
26-00065	01/13/26	RES 26-47 26-27-28 DNE 64,800	Open	\$5,400.00	\$0.00		B
7196		LAUREN HUGGINS SUIT					
26-00060	01/12/26	RES 25-07 PUBLIC INFO OFFICER	Open	\$1,356.67	\$0.00		B
7207		MOTOROLA SOLUTIONS					
25-03261	12/09/25	ENCUMBER FUNDS RADIO CONTRAC	Open	\$3,630.00	\$0.00		
7348		ROBERT MARTIN JR.					
26-02352	09/29/26	MEDICAL CLAIMS M	Open	\$33.15	\$0.00		
7443		R. MAXWELL CONSTRUCTION INC					
26-00886	04/16/26	MUNICIPAL POOL BUILDING REPLAC	Open	\$68,404.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7443		R. MAXWELL CONSTRUCTION INC	<i>Account Continued</i>				
7618 26-02291	09/18/26	MEGONIGAL ELECTRIC LLC THREE GARAGE DOORS/DPW	Open	\$925.00	\$0.00		
7749 26-02302	09/22/26	WILLIAM KOCIS UAG EXAM FEE - KOCIS 9/3/2026	Open	\$175.00	\$0.00		
7800 26-02311	09/23/26	THE FOUNTAIN GUYS FOUNTAIN PUMPS	Open	\$569.59	\$0.00		
7833 26-02318	09/25/26	AARONS MOBILE DETAILING LLC RECREATION DURANGO DETAILED	Open	\$603.00	\$0.00		
7929 26-02189	09/08/26	AMAZON CAPITAL SERVICES, INC OFFICE SUPPLIES	Open	\$183.32	\$0.00		
26-02217	09/14/26	TRASH BAGS & COPY PAPER	Open	\$1,447.49	\$0.00		
26-02230	09/14/26	OFFICE, DETS & TRUNK OR TREAT	Open	\$827.81	\$0.00		
26-02241	09/14/26	CODE ENFORCEMENT PRINTERS	Open	\$457.80	\$0.00		
26-02244	09/15/26	Office Supplies	Open	\$131.07	\$0.00		
26-02247	09/15/26	EXIT LIGHTS	Open	\$54.98	\$0.00		
26-02286	09/18/26	COURT OFFICE SUPPLIES	Open	\$376.15	\$0.00		
26-02295	09/18/26	SAND BLASTING GLOVES	Open	\$31.02	\$0.00		
26-02298	09/18/26	SAFETY GLOVES, VESTS & GOGGLES	Open	\$1,093.64	\$0.00		
26-02312	09/23/26	USB DRIVE & COFFEE CUPS	Open	\$61.89	\$0.00		
26-02326	09/25/26	MICR PRINTER	Open	\$399.99	\$0.00		
Vendor Total:				\$5,065.16			
8175 26-02309	09/23/26	INTEGRITY INTERPRETING LLC COURT INTERPRETING 8/2026	Open	\$131.25	\$0.00		
8214 26-02340	09/29/26	USPS DETECTIVES DNA OVERNIGHT MAIL	Open	\$35.90	\$0.00		PC1
8443 26-02221	09/14/26	MARIA EUGENIA FEHR LLC COURT - SPANISH INTERPRETER	Open	\$200.00	\$0.00		
8721 26-00081	01/13/26	BLANEY, WEINBERG, & 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			
8735 26-00630	03/24/26	SURENIAN EDWARDS & NOLAN LLC Affordable Housing Res 23-13	Open	\$200.00	\$0.00		B
8818 26-02292	09/18/26	POWERDMS INC POWERSTANDARDS ACCREDITATION	Open	\$650.00	\$0.00		
8849 26-02226	09/14/26	HORNER ENTERPRISES LLC BOUNCE HOUSES 9/18/26	Open	\$1,750.00	\$0.00		
8850		SERVEPRO					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8850		SERVEPRO	<i>Account Continued</i>				
26-00905	04/24/26	HAZARDOUS WASTE CLEAN-UP 2026	Open	\$275.00	\$0.00		B
26-02289	09/18/26	HAZARDOUS WASTE CLEAN-UP 2026	Open	\$225.00	\$0.00		B
		Vendor Total:		\$500.00			
9169		EB EMPLOYEE SOLUTIONS LLC					
26-02388	10/01/26	AUG/SEPT 2026 DIFF CARD ADMIN	Open	\$7,550.00	\$0.00		
9216		ATLANTICARE REGIONAL MEDICAL					
26-00432	02/25/26	ATLANTICARE 2026 RES #2024-229	Open	\$14,500.00	\$0.00		B
9244		KIMBERLY ZEOLI					
26-01932	08/07/26	FAMILY FUN NIGHT 9/18/26	Open	\$750.00	\$0.00		
9268		ADOBE INC					
26-02300	09/21/26	Bob Adobe 1 Year	Open	\$319.75	\$0.00		PC1
9296		ALTEK BUSINESS SYSTEMS INC					
26-02344	09/29/26	DET. PRINTER 9/15- 10/14/26 PD	Open	\$32.25	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
26-00063	01/12/26	RES 26-01 RETAINER DNE \$40K	Open	\$3,333.33	\$0.00		B
9334		THOMSON REUTERS WEST GROUP					
26-02288	09/18/26	COURT - LAW BOOK	Open	\$439.00	\$0.00		
9391		IRON MOUNTAIN INCORPORATED					
26-02277	09/18/26	7/29-8/25/26 OFFSITE SHREDDING	Open	\$269.88	\$0.00		
9445		TWIN ROCKS WATER					
26-02282	09/18/26	TOWNHALL WATER DELIVERY 9/9/26	Open	\$61.94	\$0.00		
26-02287	09/18/26	COURT WATER DELIVERY 9/2026	Open	\$87.96	\$0.00		
		Vendor Total:		\$149.90			
9447		JENNIFER FLECK					
26-02353	09/29/26	VISION REIMBURSEMENT	Open	\$130.58	\$0.00		
9453		CAPITAL ONE TRADE CREDIT					
26-02281	09/18/26	REC. CENTER AUGUST-MONTHLY	Open	\$566.86	\$0.00		
9456		CAPE MAY AERIAL ADVERTISING					
26-01931	08/07/26	DRONE SHOW - 9/18/26	Open	\$2,500.00	\$0.00		
9463		AT&T ENTERPRISES, LLC					
26-02224	09/14/26	FS AT&T First Net 07.27 08.26	Open	\$153.93	\$0.00		
9536		Miguel Valencia					
26-00883	04/15/26	2026 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
9554		Cooper Electric Supply					
26-01934	08/07/26	LTA LCACR-2 SQLEDR COMBO	Open	\$238.07	\$0.00		
26-02248	09/15/26	OUTSIDE LIGHTS	Open	\$538.12	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9554		Cooper Electric Supply	<i>Account Continued</i>				
		Vendor Total:		\$776.19			
DOUGHERT 26-02339	09/29/26	GEORGIA DOUGHERTY MEDICAL CLAIMS- DENTAL	Open	\$347.99	\$0.00		
IAMES 25-00284	01/27/25	MICHAEL IAMES 2025 EQUIPMENT ALLOWANCE	Open	\$26.00	\$0.00		
26-00845	04/14/26	2026 EQUIPMENT ALLOWANCE	Open	\$127.00	\$0.00		
		Vendor Total:		\$153.00			
JOSEP005 26-02294	09/18/26	Joseph M. Ridgeway RETURN OF DEMO BOND & INTEREST	Open	\$1,750.00	\$0.00		
JUSTF005 26-02188	09/08/26	SHANNON NAGEL FACE PAINTER-FFN- 9/18/26	Open	\$250.00	\$0.00		
KELLE005 26-02209	09/14/26	KELLEIGH TOMMASSELLO FACE PAINTER / 8/12/26	Open	\$300.00	\$0.00		
ONSOL005 26-02245	09/15/26	OnSolve LLC ONE CALL FOR RECREATION DEPT.	Open	\$3,105.00	\$0.00		
SMITHS 26-02384	09/30/26	SHEILA D SMITH OCTOBER 2026 SUPPLEMENT	Open	\$219.23	\$0.00		

Total Purchase Orders: 105 Total P.O. Line Items: 0 Total List Amount: \$610,740.48 Total Void Amount: \$0.00

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

RESOLUTION #2026-319

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

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

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

SECTION 1.

NOW, THEREFORE, BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$4,480.00 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-

Revenue Offset with Appropriations-

Cops in Shops Summer Initiative

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$4,480.00 be and the same is hereby appropriated under the caption of:

General Appropriations

Miscellaneous Revenues-

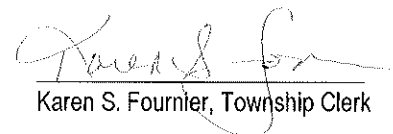
Revenue Offset with Appropriations-

Cops in Shops Summer Initiative

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
140 EAST FRONT STREET
PO BOX 087
TRENTON, NJ 08625-0087

MIKIE SHERRILL
Governor

DR. DALE CALDWELL
Lt. Governor

JENNIFER DAVENPORT
Attorney General

KIRSTIN L. KRUEGER
Interim Director

March 13, 2026

Chief Donald Vanaman
Lower Township Police Department
405 Breakwater Road
Erma, New Jersey 08204

RE: COPS IN SHOPS FEDERAL FISCAL YEAR 2026
SUBGRANT # ABC-13-26
PROGRAM: SUMMER SHORE INITIATIVE 2026

Dear Chief Vanaman:

The Division of Alcoholic Beverage Control ("ABC") is pleased to accept your municipality's application for grant funds to participate in FFY 2026 Cops In Shops Summer Shore Initiative. This Initiative is supported by FFY 2026 State and Community Highway Safety (CFDA NO. 20.600) funding from the Department of Transportation, National Highway Traffic Safety Administration.

GRANT AWARD

After careful consideration of your application, ABC has allocated **\$4,480.00** to your municipality for the assignment of officers to Cops in Shops details during the **Summer Shore Initiative 2026**. This figure is based on 2-officer teams conducting 4-hour details at the reimbursement rate of \$70.00 per hour per officer. The program period is from May 20, 2026 through September 15, 2026.

Details are authorized to be conducted at the following cooperating plenary distribution licensees located in your municipality:

Salty Siren/Crest Tavern
Villas Country Liquors Store

Gorman's Liquor
Joe Canals Discount Liquors of Cape May



Neither ABC nor any other State agency will be responsible for any funds expended or liabilities incurred in excess of the amount set forth above. This subaward is subject to the requirements set forth in all applicable Federal and State statutes and regulations and the Award Conditions included with your application. This subaward also incorporates all conditions and representations contained or made in the application and notice of award.

The municipality agrees that the failure to comply with the agreement as set forth in the application could result in the forfeiture of the right to receive these funds. Each municipality should consult with its municipal attorney in connection with any legal or liability issues that may be related to this project.

PROGRAM FORMS – ENCLOSED

As a condition of funding to implement the Cops in Shops program, the municipality agreed to complete all Program Forms in an accurate and timely manner. It is imperative that program participants follow the instructions regarding completion and submission of the Monthly Reimbursement Forms, Summary of Arrest Forms and Arrest/Citation Report Forms. Failure to do so could affect reimbursement. **Please do not utilize forms from past programs.**

MUNICIPAL RESOLUTION, SUBAWARD FORM, SPECIAL CONDITIONS & STATE GENERAL CONDITIONS

Each municipality is required to pass a resolution and submit a copy to ABC, authorizing the acceptance of Cops in Shops funding, prior to reimbursement. The resolution must include all of the elements stated in the checklist (enclosed). In addition, the Subaward form, Special Conditions and State General Conditions (enclosed) must be signed by the appropriate authorized officials (Mayor or Business Administrator) and submitted. **Municipalities should email these to my attention (see below) by April 30, 2026. Without a municipal resolution, subaward form and special conditions your municipality will not be reimbursed for Cops in Shops details.**

Should you have any questions regarding this grant or any Cops in Shops related issues, please contact me at (609) 262-5110 or Lisa.Lowe@njloag.gov.

Very truly yours,



Lisa Lowe
Assistant Manager, Finance & Operations

Enclosures

c: DSG. Corey Scheid
DFC Michael James

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

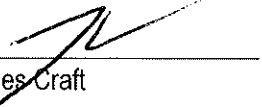
RESOLUTION #2026-320

Title: **AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF CAPE MAY AND THE TOWNSHIP OF LOWER FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL THROUGH THE COMMODITY RESALE SYSTEM**

WHEREAS, there exists a need for the purchase of gasoline and diesel fuel in the Township of Lower, County of May, State of New Jersey; and

WHEREAS, such services are to be provided by the County of Cape May through the Commodity Resale System, a program supervised and administered by the County of Cape May; and

WHEREAS, the CFO has certified by his signature below that the funds will be available in each year's budget appropriation line item entitled Gasoline & Diesel Fuel:

CFO Signature: 
James Craft

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for such services without competitive bids and the contract itself must be available for public inspection.

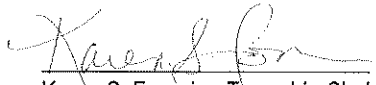
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with the County of Cape May for the purchase of gasoline & diesel fuel for a period of four (4) years; May, 2026, expiring on September 30, 2030.

2. This contract is awarded without competitive bidding under the provisions of N.J.A.C. 5:34-7.15 to 7.17 and N.J.S.A. 40A:11-1 et. seq. the Local Public Contracts Law because the contract is with the County of Cape May.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT	
CONRAD	X		X					
WAREHAM			X					
ROY			X					
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

Leonard C. Desiderio
Commissioner Director

Jeffrey R. Lindsay
County Counsel

Lauren F. Fogarty
Assistant County Counsel

Honorable John R. Rauh, J.S.C. (ret.)
Of Counsel

**CAPE MAY COUNTY
DEPARTMENT OF LAW**

4 Moore Road - DN 104
Cape May Court House, NJ 08210-1654
(609) 465-6885 Fax (609) 463-0705



September 18, 2026

Julie Piccard, Municipal Clerk
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**Re: Agreement for the Resale of Gasoline and Diesel Fuel
As part of a Commodity Resale System**

Dear Ms. Piccard:

The County of Cape May's records indicate that your Agreement for the Resale of Gasoline and Diesel Fuel has expired. Enclosed is a renewal agreement for your continued participation in the County's gasoline program.

If you wish to continue participating in the program, **please provide no later than November 1, 2026:**

1. An executed renewal agreement and corresponding authorizing resolution;
2. A current certificate of insurance naming the County of Cape May as an additional insured; and
3. An updated list of vehicle numbers and driver identification numbers.

If the above materials are not received by November 1, 2026, the County will assume that you do not wish to continue participating in the program and will not include your agency in the County's authorizing resolution.

If you have any questions or concerns regarding the renewal agreement or the requirements for continued participation, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,


Jeffrey R. Lindsay, Esquire
County Counsel

JRL/lh
Enclosure

**AGREEMENT FOR THE RESALE OF
GASOLINE AND DIESEL FUEL AS
PART OF A COMMODITY RESALE SYSTEM**

AN AGREEMENT for the resale of fuel made on this 5 day of October, 2026, by and between Lower Township, 2600 Bayshore Road, Villas, New Jersey 08251 ("Member") and the County of Cape May, 4 Moore Road, Cape May Court House, New Jersey 08210 ("Lead Agency") entered into pursuant to the Commodity Resale Provisions of the *Cooperative Pricing and Joint Purchasing Rules (N.J.A.C. 5:34-7.1, et seq.)*.

WHEREAS, Lead Agency owns and operates fuel storage and dispensing facilities for its own needs that are maintained by the County Public Works Department; and

WHEREAS, as a matter of comity and in the interest of sparing taxpayers from a needless duplication of expensive fuel storage and dispensing facilities which are already in being at the Lead Agency's level, the Lead Agency is willing to grant the within request, subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The above recitals are incorporated herein as if repeated at length.
2. Member agrees to participate as a Member of the Commodity Resale System and in accordance with the terms and conditions set by the Lead Agency.
3. Immediately upon the execution of this Agreement by both parties, the Member shall supply to the Lead Agency its best estimate of how much fuel (gasoline and/or diesel) it will require for the balance of the calendar year ending December 31, 2026. In subsequent years under this Agreement, the Member shall supply this estimate for the following calendar year to the Lead Agency by October 1.
4. Lead Agency shall bill the Member at the end of each month for the actual gallons used, and the billing shall include a service charge as specified in paragraph #15 *infra*. Within fourteen days of receiving the bill from the Lead Agency, the Member will issue a voucher to the Lead Agency for the full amount of the bill.

5. The Member agrees to keep the Lead Agency apprised, on a continuous basis, of additions or deletions to its vehicle inventory and employee list.
6. Upon the full execution of this Agreement and receipt of documentation of insurance as specified in paragraph #10 infra, the Lead Agency shall issue appropriate identification codes to the Member to enable access to the Lead Agency fuel dispensing facilities, in accordance with the existing computerized fuel delivery system at Lead Agency's facilities.
7. The price of petroleum products is based on Philadelphia low posting in the Journal of Commerce (which changes four times per week on average). Accordingly, the price per gallon will be averaged for the respective month for billing purposes.
8. The Member agrees that it shall be solely responsible for the appropriate and authorized use of the identification codes issued by the Lead Agency, and the Lead Agency takes no responsibility to supervise or monitor the day-to-day use of said identification codes. Any misuse of the identification codes, along with any resulting misappropriation of fuel, shall be the liability of the Member and the Lead Agency accepts no responsibility whatsoever for such irregularities.
9. The Member hereby agrees to indemnify the Lead Agency and to hold it harmless against any claims, losses, damages or expenses (including reasonable attorney's fees) for which the Lead Agency may become liable (or for which the Lead Agency may be alleged to be liable), as a result of the use of Lead Agency's facilities by any persons or vehicles using the fuel dispensing codes issued to the Member under this Agreement.
10. Within fourteen days of execution of this Agreement, the Member shall provide to the Lead Agency a Certificate of Liability Insurance showing the extent of the Member's liability coverage and the naming of the County of Cape May as an *Additional Insured*. Thereafter, the Member shall provide to the Lead Agency a Certificate evidencing same prior to the expiration date of the policy and annually during the remaining term of this Agreement. Failure to provide the required documentation within the specified time may cause suspension of service as provided in paragraph #14 infra.
11. This Agreement shall run, *nunc pro tunc*, from the date the previous agreement expired and expiring on September 30, 2030. Either party

may, however, terminate this Agreement after 90 calendar days by serving notice in writing on the other party of its intention to do so.

12. After appropriate consultation with the Member during emergency situations, the Lead Agency will assign certain days, hours and locations for the use of Lead Agency's fuel dispensing facilities by the Member. Additional access to the said facilities in emergency situations will be authorized by the County on a case-by-case basis.
13. The Member shall be responsible for arranging and establishing its own emergency source of fuel for those rare occasions when the Lead Agency's system is unavoidably inoperable. The Lead Agency shall not be responsible to the Member for any losses or damages that might be incurred by the Member as a result of temporary closure of Lead Agency's fuel dispensing facilities.
14. In the event of any breach or default of the Member's obligations under this Agreement, the Lead Agency reserves the right to suspend or to terminate this Agreement, in the Lead Agency's sole discretion, upon fourteen days written notice to the Member.
15. The Member shall pay a service charge (for costs of administration, maintenance, insurance, wear and tear on equipment) in the amount of \$.081 per gallon of fuel dispensed. The service charge will remain at this level through December 31, 2026. If it should become the Lead Agency's intention to increase this charge, it will so advise the Member in writing on or before October 1, 2026. In any subsequent contract year, the Lead Agency shall notify the Member of any additional service charge increase on or before October 1 of the current contract year.
16. Any and all future alterations to current procedures required prior to the program expiration date will be authorized by written Amendments issued by the Lead Agency.

IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

ATTEST:

COUNTY OF CAPE MAY:

Kevin Lare
Administrator/Clerk of the Board

BY:

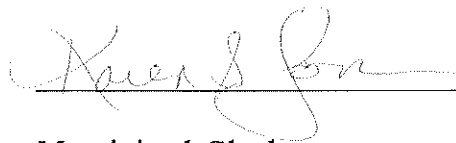
Leonard C. Desiderio
Commissioner Director

Approved as to form:

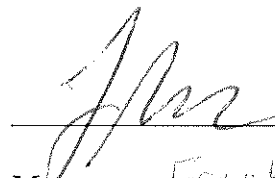
Jeffrey R. Lindsay, Esquire
County Counsel

ATTEST:

LOWER TOWNSHIP



Municipal Clerk



Mayor Frank Sippel

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

RESOLUTION #2026-321

Title: APPROVAL OF CHANGE ORDER #1 TO FRED SCHIAVONE CONSTRUCTION, INC. FOR CLEM MULLIGAN SPORTS COMPLEX STORM SEWER PUMP STATION PROJECT (LT-C-067)

WHEREAS, Fred Schiavone Construction, Inc. was awarded on November 17, 2025 by Resolution #2025-379 for the Clem Mulligan Sports Complex Storm Sewer Pump Station Project in the amount of \$ 208,283.00; and

WHEREAS, DeBlasio & Associates had provided an additional proposal Change Order #1 Final for Clem Mulligan Sports Complex Storm Sewer Pump Station for a decrease of \$9,814.91 decreasing the total amount to \$198,468.09; and

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

Appropriation: C-04-55-438-100

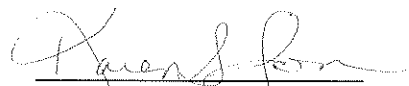
Signature:


James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the net decrease amount of \$9,814.09 to Fred Schiavone Construction, Inc. is hereby approved and the contract total is now decreased to \$198,468.09.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 17, 2026

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

**Re: Township of Lower, Cape May County, NJ
Clem Mulligan Sports Complex Storm Sewer Pump Station Re-Bid
D&A File #: LT-C-067**

Dear Ms. Fournier:

Enclosed please find three (3) copies of **CHANGE ORDER NO. 1-Final** regarding the above referenced project for review and approval. Upon execution, please return two (2) copies to our office.

Please note that this change order reflects the following work:

1. As-Built Quantity Adjustments

Please note this change order will result in a decrease of \$9,814.91 to the original contract amount of \$208,283.00 for a final contract amount of \$198,468.09.

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

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



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

cc: Mayor Frank Sippel, (via email w/encl.)
Michael Laffey, Manager (via email w/encl.)
Christina Lewis, Deputy Manager (via email)
Robert Osborn, Purchasing Agent (via email w/encl.)
Gary Douglass, Superintendent of Public Works (via email w/encl.)
Fred Schiavone Construction, Inc. (via email w/encl.)

DeBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower
Date: September 16, 2026
Project Name: Clem Mulligan Sports Complex Storm Sewer Pump Station Re-Bid
D&A Project #: LT-C-067

Change Order #1-Final

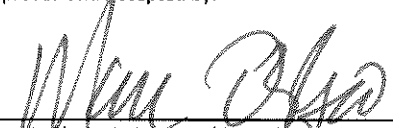
Contractor: Fred Schiavone Construction, Inc.
P.O. Box 416
Malaga, NJ 08328

A. Reductions

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
3	SELECT FILL	C.Y.	-300	\$0.01	-\$3.00
7	6" C900 POLYVINYL CHLORIDE (PVC) STORM SEWER FORCE MAIN	L.F.	-15	\$94.50	-\$1,417.50
8	6" DUCTILE IRON STORM SEWER FORCE MAIN	L.F.	-4	\$139.00	-\$556.00
9	36" HIGH DENSITY POLYTHENE STORM PIPE	L.F.	-8	\$176.00	-\$1,408.00
10	HOT MIX ASPHALT BASE COURSE, MIX 19M64, 4" THICK	TON	-10.99	\$259.00	-\$2,846.41
16	TOPSOIL, 5" THICK, SEED AND FERTILIZER	S.Y.	-33	\$15.50	-\$511.50
17	RESET STONE MULCHING	S.Y.	-3	\$50.00	-\$150.00
18	CONCRETE DRIVEWAY, 6" THICK	S.Y.	-10	\$140.00	-\$1,400.00
21	RIP-RAP, 9" THICK	C.Y.	-1	\$275.00	-\$275.00
22	INLET FILTERS, TYPE 1	S.F.	-15	\$25.00	-\$375.00
27	TEST PIT EXCAVATION	UNIT	-6	\$50.00	-\$300.00
28	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK	S.Y.	-13	\$17.50	-\$227.50
29	CONCRETE SIDEWALK, 4" THICK	S.Y.	-3	\$115.00	-\$345.00
Subtotal:					-\$9,814.91

Net Contract Change (\$9,814.91)
Original Contract Amount: \$208,283.00
Contract Percentage Change (%) -4.71
Final Contract Amount: \$198,468.09

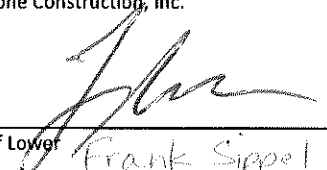
Approved and Accepted by:


Marc DeBlasio, P.E., Township Engineer

9/16/26
Date


Fred M. Schiavone Jr.
Fred Schiavone Construction, Inc.

9/16/26
Date


Township of Lower
Frank Sippel, Mayor

10/6/2026
Date

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

RESOLUTION #2026-322

Title: A RESOLUTION AWARDING A NON-FAIR AND OPEN CONTRACT TO POWER DMS TO RENEW THE SOFTWARE AND MAINTENANCE FOR LOWER TOWNSHIP POLICE DEPARTMENT

WHEREAS, there exists a need for Lower Township Police Department to renew the Software and Maintenance Service with Power DMS which provides software for PowerStandards for NJSACOP Law Enforcement Accreditation, PowerPolicy for Policy and Compliance Management, and PowerTime for Staff Scheduling; and

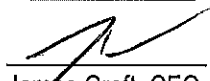
WHEREAS, services such as support and/or maintenance of proprietary hardware and software may be exempt from public bidding as per the New Jersey Local Public Contract Law under Exceptions Section 40A:11-5(dd); and

WHEREAS the award of the contract to PowerDMS is being made pursuant to N.J.S.A. 19:44A-20.5 and PowerDMS has provided current Non-Fair and Open Certifications filed with the Township; and

WHEREAS, the Township Council desires to approve the contract with PowerDMS and the CFO has certified by his signature below the availability of funds in the budget as follows:

Appropriation: 6-01-25-240-276

Signature:


James Craft, CFO

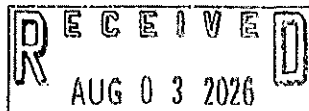
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following contract is hereby awarded:

AWARD: POWERDMS
TOTAL \$11,106.74

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk



PowerDMS
by NEOGOV

1 800.749.5104
2430 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Details		Order Details	
Account Number:	A-3221	Order #:	Q-500200
Customer:	Lower Township Police Department (NJ)	Valid Until:	11/1/2026
Effective Employee Count:	52		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Lower Township Police Department (NJ) Janina Bailey	Shipping Contact:	Lower Township Police Department (NJ) Janina Bailey
Billing Address:	Accounts Payable 405 Breakwater Road Erma, NJ 08204	Shipping Address:	405 Breakwater Road Erma, NJ 08204
Billing Contact Email:	bailey@lowertownshippolice.com	Shipping Contact Email:	bailey@lowertownshippolice.com
Billing Phone:	16098861619	Shipping Phone:	16098861619

Payment Terms		Notes	
Payment Term:	Net 60	All December subscriptions combined to one order	
PO Number:			

Subscription Service	
----------------------	--

December 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerTime Subscription	Recurring	12/1/2026	11/30/2027	52	Employee Based	\$3,859.14
Subscription for staff scheduling for a single agency includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board						
PlanIt Mobile to Mobile	Recurring	12/1/2026	11/30/2027	2,190	Quantity Based	\$372.30
Annual subscription for SMS Text Messages available each month for use in the communication features of PowerTime (PlanIt Mobile to Mobile)						
PowerPolicy Professional Subscription	Recurring	12/18/2026	11/30/2027	79	User Count Based	\$6,875.30
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting						
Legacy Training Included	Recurring	12/18/2026	11/30/2027	79	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers						
December 2026 TOTAL:						\$11,106.74
Total:						\$11,106.74

Additional Terms and Conditions: This price does NOT include any sales tax. Total in USD

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.



1 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEGOV

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at <https://www.neogov.com/service-specifications> (the "NEGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our W-9 [here](#).

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Lower Township Police Department (NJ)

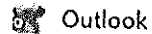
Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



Upcoming NEOGOV/PowerDMS Renewal

From NeoGov/PowerDMS Renewals <renewals@neogov.net>

Date Mon 8/3/2026 03:04

To Jania Bailey <bailey@lowertownshipolice.com>

Cc Jania Bailey <bailey@lowertownshipolice.com>

1 attachment (50 KB)

Q-500200-20260803-0300.pdf

PowerDMS

Document Management Simplified

Dear Jania Bailey,

Thank you for continuing your partnership with NEOGOV/PowerDMS - It's been a pleasure for us to serve great customers such as yourselves over this past year.

Your NEOGOV/PowerDMS subscription is coming up for renewal and a Service Order for the upcoming subscription year is attached.

Please take a moment to review the attached Service Order for any changes you may need to make to your subscription. If there are any changes needed, please respond to this email, and we will be happy to assist you. You can also send an email to renewals@neogov.net. If no changes are needed, please sign and return the Service Order.

Much Appreciated,

NEOGOV Renewals Team
Renewals@neogov.net

Inc.
50

Named one of America's Fastest Growing Private Companies for 2011, 2012, 2013

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

RESOLUTION #2026-323

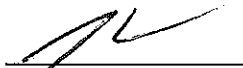
Title: APPROVAL OF A REFUND FOR THE FOOTBALL PROGRAM 2026 OF \$20.00

WHEREAS, Camille Gray enrolled her son in the Football Program 2026 for \$20.00; and

WHEREAS, Camille Gray's son was unable to participate in the Football Program 2026 and therefore is requesting a full refund of \$20.00; and

WHEREAS, the Township Council desires to approve the refund to Camille Gray for the Township Football Program 2026 for \$20.00 and the CFO has certified the availability of funds by his signature in the budget as follows:

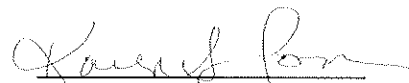
Appropriation 01-60-910-073 Amount \$20.00

CFO Signature 
James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a refund to Camille Gray in the amount of \$20.00 for the Football Program 2026 is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
WAREHAM			X			
ROY			X			
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-324

Title: APPROVAL OF A REFUND FOR THE FALL SOCCER PROGRAM 2026 OF \$10.00

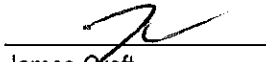
WHEREAS, Kyle Gallagher enrolled his son in the Fall Soccer Program 2026 for \$10.00; and

WHEREAS, Kyle Gallagher's son was unable to participate in the Soccer Program 2026 and therefore is requesting a full refund of \$10.00; and

WHEREAS, the Township Council desires to approve the refund to Kyle Gallagher for the Township Soccer Program 2026 for \$10.00 and the CFO has certified the availability of funds by his signature in the budget as follows:

Appropriation 01-60-910-073 Amount \$20.00

CFO Signature


James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a refund to Kyle Gallagher in the amount of \$10.00 for the Fall Soccer Program 2026 is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
WAREHAM			X			
ROY			X			
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-325

Title: **APPROVAL OF CHANGE ORDER #1 TO A. LARSEN CONSTRUCTION, LLC FOR DELAWARE BAY BEACH STORMWATER OUTFALL EXTENSION – PHASE 1 CONTRACT 2 (LT-C-070)**

WHEREAS, A. Larsen Construction, LLC was awarded on November 17, 2025 by Resolution #2025-382 for the Delaware Bay Beach Stormwater Outfall Extension – Phase 1 Contract 2 Project in the amount of \$259,978.69; and

WHEREAS, DeBlasio & Associates had provided an additional proposal Change Order #1 for Delaware Bay Beach Stormwater Outfall Extension Phase 1 Contract 2 for an increase of \$24,827.86, increasing the total amount to \$284,806.54; and

WHEREAS, DeBlasio & Associates has requested a contract time extension of 211 calendar days, bringing the total contact length to 325 calendar days; and

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

Appropriation: C-04-55-438-100

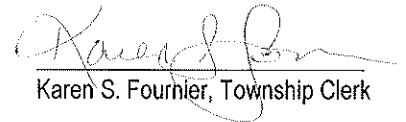
Signature:


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 \$24,827.86 to A. Larsen Construction, LLC is hereby approved and the contract total is now increased to \$284,806.54.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 23, 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
FY2023 NJDCA Small Cities Program –
Delaware Bay Beach Stormwater Outfall Extension – Phase 1 Contract 2
D&A File #: LT-C-070**

Dear Ms. Fournier:

Enclosed please find three (3) copies of **CHANGE ORDER NO. 1** regarding the above referenced project for review and approval. Upon execution, please return two (2) copies to our office.

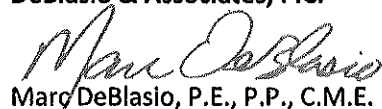
Please note that this change order reflects the following work:

1. Contract Time Extension – 211 Calendar Days
2. Modification to the outfall diameters on Broadway Avenue, Shadeland Avenue and Spruce Avenue due to site conditions.

Please note this change order will result in an increase of \$24,827.86 to the original contract amount of \$259,978.68 for an amended contract amount of \$284,806.54. Also please note that the contract length will be increased by 211 calendar days from the previous contract length of 114 calendar days or April 3, 2026 to an amended contract length of 325 calendar days or October 31, 2026.

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

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



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

President

T: 609-854-3311

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

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower
Date: August 20, 2026
Project Name: FY2023 NJDCA Small Cities Program -
Delaware Bay Beach Stormwater Outfall Extension - Phase 1 Contract 2
D&A Project #: LT-C-070

Change Order #1

Contractor: A. Larsen Construction, LLC
PO Box 482
Ocean View, NJ 08230

A. Contract Time Extension - 211 Days

B. Extras

Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
2	BEACH STORMWATER OUTFALL EXTENSION - BROADWAY AVENUE	LUMP SUM	1.01	\$54,012.97	\$56,341.62
Subtotal:					\$56,341.62

C. Reductions

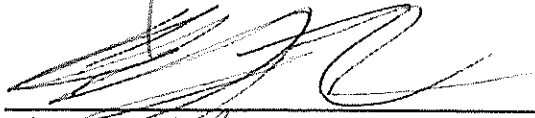
Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
1	BEACH STORMWATER OUTFALL EXTENSION - SHADELAND AVENUE	LUMP SUM	-0.16	\$54,012.97	-\$8,730.38
5	BEACH STORMWATER OUTFALL EXTENSION - SPRUCE AVENUE	LUMP SUM	-0.07	\$42,687.62	-\$2,783.38
6	ALLOWANCE: GENERAL	ALLOWANCE	-20000	\$1.00	-\$20,000.00
Subtotal:					-\$31,513.76

Net Contract Change \$24,827.86
Original Contract Amount: \$259,978.68
Total Contract Percentage Change (%): 9.55
Amended Contract Amount: \$284,806.54

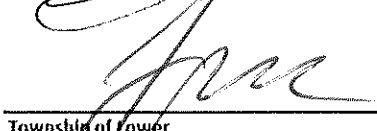
Approved and Accepted by:


Marc DeBlasio, P.E., Township Engineer

9/18/26
Date


A. Larsen Construction, LLC

9-17-26
Date


Township of Lower
Frank Sippel, Mayor

10/6/2026
Date

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

RESOLUTION #2026-326

Title: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund to:</u>	<u>Reason</u>	<u>Tax</u>
753.19	7.05	Anthony Mendyk Jr.	Exempt Veteran as of 9/17/26 / Vet Ded.	\$2,849.62

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-327

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$2,000.00 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-

Revenue Offset with Appropriations-

ACM JIF – Safety Optional Safety Grant

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$2,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations

Miscellaneous Revenues-

Revenue Offset with Appropriations-

ACM JIF – Safety Optional Safety Grant

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk



Date: February 17, 2026
Attention: Amy Belasco, Fund Commissioner
Member: Lower Township
From: Tracy Forlenza, Account Manager
Subject: 2026 OSB and EPL/ Cyber Money

Below please find your 2026 allocation for the ACM JIF Reimbursement Programs along with the details of your program allocation. We have provided information on eligible expenses for each program's reimbursement criteria, as well as instructions and deadlines for submitting reimbursement requests. Additionally, you will find contact information for Fund Professionals who can assist with any questions you may have regarding each program. **Please note that all purchases MUST be made in the 2026 Fund Year.**

Optional Safety Budget: \$2,000.00 / 2/18/26

This is an optional program. If the balance says, "N/A", you opted out of this program for 2026.

Purpose: The *Optional Safety Budget Program (OSB)* is designed to assist members in meeting their own safety objectives. The JIF provides financial reimbursement for safety related items or safety training programs purchased by the member municipality that are not provided by the MEL Safety Institute.

Reimbursable Safety Examples:

- Safety Signs & Posters
- AEDs, Eyewash Stations, Vaccinations
- Safety Equipment, Crossing Guard Equipment
- Trench Box, Lift Gates, SCBA Equipment, Bullet Proof Vests

Reimbursable Safety Training Ideas:

- Subscriptions for "Tool Box" Topics
- Monthly Newsletters
- Safety Manuals
- Supplemental Training – not provided by the MSI
- Purchased Safety Videos/DVD's

Inadmissible Reimbursements:

Everyday purchases such as batteries, office supplies, office equipment, furniture or janitorial supplies are NOT reimbursable under this program.

Any questions regarding reimbursable expenses for OSB money, contact Tracy Forlenza at Tracy_Forlenza@RPAdmin.com. If you are seeking ideas for the use of these funds, contact Rob Garish at rgarish@jamontgomery.com or 856-552-4650.

EPL & Cyber Program Budget: \$725.00 / done - 2/18/26

This is an optional program. If the balance says, "N/A", you opted out of this program for 2026.

Purpose: The *Employment Practices Liability (EPL) & Cyber Program* is designed to assist members by reimbursing eligible costs associated with employment related matters and/or the risk associated with the use of technology by municipalities.

Examples of reimbursable EPL related expenses include:

- Attorney fees for employment related legal advice
- Attorney fees for the updating of employment policies & procedures
- Employee training not provided through the JIF or MSI
- Fees associated with arbitration/mediation and other mitigation processes

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

RESOLUTION #2026-328

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower hereby requests the Director of the Division of Local Government Services to approve the increase of \$26,215.00 for an item of revenue in the budget of the year 2026 as follows:

Miscellaneous Revenues-

Revenue Offset with Appropriations-

Municipal Alliance Program

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$26,215.00 be and the same is hereby appropriated under the caption of:

General Appropriations

Miscellaneous Revenues-

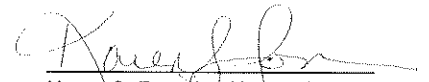
Revenue Offset with Appropriations-

Municipal Alliance Program

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

LEONARD C. DESIDERIO
DIRECTOR

Administration, Clerk of the
Board, Department of Law,
Human Resources, Public
Works, Emergency
Management, Public Safety,
Fire Marshall, Tourism

PATRICK ROSENELLO
Medical Examiner, Library,
Prosecutors, Tax Board,
Superintendent of Schools,
Special Services School,
Technical School, Rutgers,
Consumer Affairs

BOBBY BARR
Economic Development,
Planning, Open Space,
Health, Mosquito Control,
Veteran Affairs, Sheriff,
Corrections, Animal Shelter



CAPE MAY COUNTY
BOARD OF COUNTY COMMISSIONERS

4 Moore Road
Cape May Court House, NJ 08210-1654
(609)465-1065 Fax (609)465-6189

ANDREW BULAKOWSKI
VICE DIRECTOR
Pure Free Transportation,
Facilities and Services, Park &
Zoo, County Clerk, Adjusters,
Board of Elections

WILL MOREY
Human Services, Aging and
Disability Services, Behavioral
Health Services, Surrogate,
Information Technology, RSVP

Kevin Lare
Clerk/Administrator

Ronald Simone
Assistant Administrator

This **SUBCONTRACT** is between the County of Cape May hereafter referred to as the **COUNTY** and the **Township of Lower** hereafter referred to as the **SUBCONTRACTOR**.

WHEREAS, it is the policy of the Board of County Commissioners of Cape May County to maximize available resources to expand the alcohol and drug abuse service system, and

WHEREAS, through P.L. 1989, Ch. 51, the Municipal Alliance Program has been made available to each county in order to increase drug and alcohol prevention services, and

WHEREAS, the Board of County Commissioners wishes to extend an opportunity to each municipality to participate in this program, and

WHEREAS, the **Township of Lower** has submitted an application to conduct prevention activities during the **CONTRACT** period which has become the basis for this agreement in accordance with the conditions listed in the subsequent pages of this document.

Services:

Total Amount of SUBCONTRACT:	<u>\$52,430.00</u>
Total Amount of County Funds:	<u>\$26,215.00</u>
Availability of Funds:	<u>G-400- 2973A-2027-5689-003</u>
Amount of Local In-Kind Match:	<u>\$19,661.25</u>
Amount of Local Cash Match:	<u>\$6,553.75</u>

DEFINITIONS

The following terms shall continue as defined below for the Contract Period:

- A. AGREEMENT shall mean this SUBCONTRACT.
- B. SUBCONTRACTOR shall mean Township of Lower.
- C. COUNTY shall mean the Cape May County Board of County Commissioners.
- D. ADMINISTRATOR shall mean the ADMINISTRATOR shall mean the Division of Community and Behavioral Health of Cape May County..
- E. CONTRACT PERIOD shall mean July 1, 2026 to June 30, 2027.
- F. ALLOCATION shall mean the total amount of dollars from the Drug Enforcement Demand Reduction (MUNICIPAL ALLIANCE PROGRAM) Fund, for use by the SUBCONTRACTOR during the CONTRACT PERIOD, for the purposes defined in the AGREEMENT.
- G. APPROVED BUDGET shall mean the budget set forth in the AGREEMENT.
- H. VOUCHER shall mean the official county voucher form supplied to the SUBCONTRACTOR by the ADMINISTRATOR showing expenditures against the APPROVED BUDGET, for each quarter of the CONTRACT PERIOD.
- I. CONTRACTED SERVICES shall mean those services listed in Schedule A attached.
- J. EXPENDITURE REPORT shall mean financial data provided in Schedule B attached.
- K. PROGRAMMATIC REPORT shall mean information provided in Schedule C attached.
- L. SPECIAL CONDITIONS shall mean any unique contract contingencies/circumstances which apply to this document.
- M. STATEMENT OF ASSURANCES shall mean the fiscal requirements and conditions of this subcontract that the municipality agrees to comply with through the office of the fiscal officer.
- N. OPERATING STANDARDS shall mean those standards which have been approved by the proper authorities for the provision of such services herein identified.
- O. GCSUD shall mean the Governor's Council on Substance Use Disorder.

NOW, THEREFORE, the COUNTY, and the SUBCONTRACTOR, in consideration of the above statements, and the further consideration set forth below, intending to be legally bound, agrees as follows:

1. That COUNTY and SUBCONTRACTOR shall understand that the CONTRACT PERIOD is:
July 1, 2026 to June 30, 2027 and,
2. That COUNTY and SUBCONTRACTOR shall abide by the assurances and agreements contained herein; and,
3. That the SUBCONTRACTOR adheres to any and all OPERATING STANDARDS which apply to the type of services provided under the terms of the AGREEMENT; and,
4. That the SUBCONTRACTOR will offer the CONTRACTED SERVICES described in Schedules A and C attached, for the numbers and kinds of person identified; and will perform such services in accordance with the budget figures described in Schedule B; and,
5. That subsequent to the mutual approval of the AGREEMENT by the SUBCONTRACTOR and the COUNTY, the SUBCONTRACTOR is authorized to submit a VOUCHER to the ADMINISTRATOR for a specific amount of the ALLOCATION, together with an EXPENDITURE REPORT (Cash Basis) and a PROGRAMMATIC REPORT; and,
6. That, with respect to Item 4 preceding, the SUBCONTRACTOR may request such funds on a quarterly basis, and the COUNTY will pay such funds promptly upon receipt of the required information; and,
7. That the SUBCONTRACTOR shall follow generally accepted accounting standards, and shall make available those financial records pertaining to the COUNTY to the ADMINISTRATOR, or such other Official(s) as may be designated to the COUNTY if such is requested; and,
- 8A. The SUBCONTRACTOR shall comply with the OMB Circular Letter 04-04 and use the General Accounting Office's Government Auditing Standards (Yellow Book) for internal and external quality control review program requirements; and,
- 8B. The SUBCONTRACTOR shall forward a copy of its last certified annual audit to the County and shall identify any financial records, comments, and recommendation excerpts which may pertain to the CONTRACTED SERVICES. The County reserves the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the financial audit; and,
9. That the SUBCONTRACTOR shall furnish to the ADMINISTRATOR on a quarterly basis, such information as is required in the PROGRAMMATIC REPORT; and,
10. That the SUBCONTRACTOR may be subject to an annual site review by GCSUD or persons chosen by the ADMINISTRATOR, and to periodic reviews by GCSUD and the ADMINISTRATOR, together with designated members, as determined by the COUNTY.
11. The SUBCONTRACTOR shall maintain uniform records of service described herein and make such records available to the COUNTY or such other officials as designated by the COUNTY at any time during this SUBCONTRACT or thereafter and shall maintain these records for a period of seven (7) years. The SUBCONTRACTOR agrees to complete the appropriate state documents/state electronic grant management system that are required in order to monitor the entire program, as needed.

12. COVENANTS, REPRESENTATIONS AND WARRANTIES:

A. The COUNTY covenants, represents, and warrants:

- 1) That the person or persons signing on behalf of the COUNTY are duly authorized to do so.
- 2) That this SUBCONTRACT is entered into pursuant to a valid resolution of the Board of County Commissioners of Cape May County passed at a meeting validly called and held on _____.
- 3) That the COUNTY is in compliance with all applicable federal, state, and local law, especially but without limitation to all statutes, ordinances, rules and regulations governing any and all federal and state funding of the SUBCONTRACT.
- 4) That if the representation in Paragraph 12 (A2 and A3) above should at any time hereafter become incorrect, the COUNTY will use all reasonable means to correct the non-compliance.

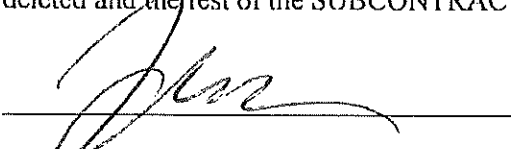
B. The SUBCONTRACTOR covenants, represents and warrants:

- 1) That the SUBCONTRACTOR's form of organization is:
Municipal Government.
- 2) That the SUBCONTRACTOR, if a corporation, is duly organized, validly organized, and is in good standing under the laws of New Jersey.
- 3) That the SUBCONTRACTOR, is entering into this SUBCONTRACT, whether in the ordinary course of its business or activities, or pursuant to a resolution of its Board of Directors (or other governing body), passed at a meeting validly called and held.
- 4) That the SUBCONTRACTOR will comply with all the conditions listed in the STATEMENT OF ASSURANCES document.
- 5) That the SUBCONTRACTOR now complies with all applicable law in its business and activities which pertain to the performance or funding of the SUBCONTRACT, including without limitation the following:
 - A) The Fair Labor Standards Act, the Labor Management Relations Act (Taft-Hartley), and the Labor Management Reporting and Disclosure Act (Landrum-Griffin);
 - B) Occupational Safety and Health Act, and OSHA regulations thereunder;
 - C) Workmen's Compensation laws;
 - D) The Environmental Protection Act, EPA regulations, and the law and regulations administered by the New Jersey Department of Environmental Protection;

5) Continued

- E) Title VII of the Civil Rights Act of 1964, all EEOC regulations, and all the laws relating to equal employment opportunity;
 - F) The Equal Pay for Equal Work law and all other laws relating to sex discrimination;
 - G) The Americans with Disabilities Act
 - H) Health Insurance Portability and Accountability Act (HIPAA).
 - I) N.J.A.C. 17:27 requirements; applicable provisions of N.J.S.A 10:5, et.al and P.L. 1975, c.127 and all implementing regulations.
- 6) The SUBCONTRACTOR, as a condition precedent to payment, shall upon request of the COUNTY promptly furnish evidence of compliance with any subparagraphs 12 (B5a through B5i) inclusive.
 - 7) The SUBCONTRACTOR, as a condition precedent to payment; should forward to the ADMINISTRATOR all reports required by the AGREEMENT.
 - 8) The SUBCONTRACTOR will not allow any funds from this program to be used to pay for any pre-existing resource or service provided to the public.
 - 9) The SUBCONTRACTOR understands that if State or Federal Funds are eliminated or reduced at the state or federal level, the COUNTY will not be liable in any way for funding of the CONTRACTED SERVICES.
 - 10) The SUBCONTRACTOR shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the GCSUD and the County.
13. The SUBCONTRACTOR status shall be that of an independent principal and not as an employee of the COUNTY. As such, the SUBCONTRACTOR shall save, defend, indemnify, and hold harmless the COUNTY and the State of New Jersey from any and all loss, claim, cost or damage, including reasonable counsel fees, resulting from any, but not limited to, the items listed below:
- 1) Breach of the SUBCONTRACT by the SUBCONTRACTOR;
 - 2) Professional error or omission by the SUBCONTRACTOR or its employees, servants, agents or contractors;
 - 3) General public liability claim arising in connection with the business or activities of the SUBCONTRACTOR which pertain to the AGREEMENT, the SUBCONTRACTOR if requested by the County shall, as a precedent to payment hereunder, furnish proof of all necessary and pertinent insurance coverage(s) in form and substance satisfactory to the COUNTY, including without limitation professional liability coverage by any subcontractor providing services under the conditions of the AGREEMENT.

14. The breach of performance of any covenant, representation, warranty, indemnify or condition shall constitute a default under this SUBCONTRACT. In the event the SUBCONTRACTOR does not perform any of the covenants, obligations or responsibilities provided for under this SUBCONTRACT, then the COUNTY may demand compliance within 15 days of said demand, and in the event said demand is not satisfied within the 15 day period, the COUNTY may deem the SUBCONTRACT null and void, and then terminate it.
15. The COUNTY and/or SUBCONTRACTOR may terminate this agreement, in part or in whole, when unfavorable circumstances result in an inability to properly fund or execute the service. Whenever possible, both parties will agree on a termination notice of sixty (60) days or longer.
16. The COUNTY and the SUBCONTRACTOR agree that this SUBCONTRACT represents a reasonable summary of the specific purposes to which funds from Chapter 51, requested by the SUBCONTRACTOR, will be put within the APPROVED BUDGET, subject to adjustments that may be required by the final ALLOCATION, and subsequent notice to the COUNTY of total net funds available.
17. This SUBCONTRACT is governed by New Jersey law, and supersedes any and all prior written or oral understanding between the parties. It may only be modified in writing, executed by authorized signers. If any provision of the SUBCONTRACT becomes invalid, it shall be severed from the SUBCONTRACT, deleted and the rest of the SUBCONTRACT remains in effect.



Mayor

8/28/2026

Date



Attest

8/28/2026

Date

Leonard C. Desiderio,
Commissioner Director

Date

Attest

Date

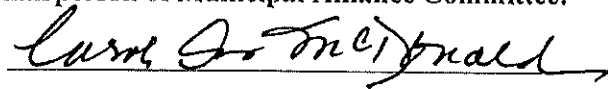
STATEMENT OF ASSURANCES

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989, c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified local conditions.
4. The Municipal Alliance Committee has been consulted in the development of this application.
5. The proposed project is designed to be one component within a larger context of planning for substance use disorder prevention, education and intervention in the community.
6. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
7. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C 531 be duplicated.
8. The municipality shall provide data to the Governor's Council on Substance Use Disorder for the purpose of evaluating the effectiveness of the projects funded by this grant program.
9. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by the Governor's Council on Substance Use Disorder and the County Alliance Steering Subcommittee.
10. The municipality shall follow the instructions set forth in the Governor's Council on Substance Use Disorder program guidelines and reporting procedures manual and County policies.
11. The municipality shall keep such records for seven (7) years and provide such information to the Governor's Council on Substance Use Disorder and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. The facts, figures and representations made in this application, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

Representative of Municipal Governing Body:



Chairperson of Municipal Alliance Committee:



**FINANCIAL
STATEMENT OF ASSURANCES**

As the Chief Financial Officer of the Township of Lower the following assurances are being made by me in relation to Subcontract Agreement # _____, funded by the County of Cape May Municipal Alliance Program,

By signature, I will be responsible for establishing and maintaining these requirements.

A. This is to assure that the Subcontractor's financial management system shall provide for:

1. Financial Reporting:

Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.

2. Accounting Records:

Records that adequately identify the source and application of funds for GCSUD supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The Subcontractor shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or program data and information required by the GCSUD.

5. Allowable Costs:

Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of Federal and State requirements.

6. Source Documentation:

Accounting records that are supported by source documentation.

B. Additional Assurances

1. That all funds issued by this document are used within the scope and context of NJSA 26:2BB-1 et.seq, NJAC 17:40-1 et.seq. and the approved County Alliance Plan.
2. That a separate book of records will be maintained that accurately identifies the receipts and expenditures of this Municipal Alliance Project by approved budget cost categories.
3. That expense and cash status information will be maintained and available.
4. That the municipality will produce and document the required 75% in kind and 25% cash match for the period of this agreement as outlined in NJAC 17:40-1 et.seq. and in this SUBCONTRACT, as described in item #B13 below.
5. That all funds awarded through this SUBCONTRACT will be expended during the agreement period.
6. That all funds realized from programs funded by this agreement will be used to either enhance approved Alliance programs or satisfy matching requirements.

7. Municipal Alliances that fundraise or generate program income must deposit those funds into a dedicated Trust Fund for the Alliance overseen by the Municipal Treasurer/Fiscal Officer.
8. That no funds disbursed from this SUBCONTRACT will be used for partisan political activity or similar activity by any person or organization using these funds.
9. Stipends or salaries paid to coordinator and support staff must be documented with a Service Report form (See Schedule B, Financial Data) and time sheets/back-up data.
10. Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with Federal and State requirements. Adherence to the standard contained in the applicable Federal and State laws and regulations does not relieve the SUBCONTRACTOR of the contractual responsibilities arising under its procurements. The SUBCONTRACTOR is the responsible authority, without recourse to the County and GCSUD, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
11. Any materials developed for distribution, publication or advertisement using MUNICIPAL ALLIANCE PROGRAM funds must contain a statement acknowledging the Governor's Council on Substance Use Disorder as the funding source. All materials must have the GCSUD logo or name on information/products distributed to the public (i.e. flyers, t-shirts, pens, etc.) The Alliance must provide proof of compliance in the quarterly report back-up documents. No payment will be processed without proof of compliance.
12. A complete set of financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the grant shall be maintained by the Municipality in one location and within the state's electronic grant management system [MAGS] (see Site Visit Report under Schedule D for further details).

Further assurance is given that:

13. Funds advanced by the County of Cape May pursuant to this SUBCONTRACT will be used only for the purpose of the award.
14. Fidelity bonding for all persons with access to or control over the proceeds of this award is and will be kept in effect during the duration of this SUBCONTRACT.

STATEMENT OF FINANCIAL ASSURANCES (continued)

15. MATCH PLAN SUMMARY - the municipality is in agreement with the following plan to match the grant as follows:

MATCH PLAN SUMMARY

Township of Lower

A. Hard Cash Match

Lower Township	\$4,659.75
Cape May City	\$1,179.68
West Cape May	\$ 648.81
Cape May Point	\$ 65.54

Total \$6,553.75

B. In-kind Match

\$19,661.25 Strengthening Youth – Volunteer/Staff Time - \$28.82 per hour

Total \$19,661.25

I, hereby, certify that I agree with the above Financial Statement of Assurances (Items A and B).



CFO Signature

8/27/26

Date

Schedule A: Contracted Services; Subcontracted Service Definitions

Services/Activities

See GCSUD Municipal Alliance Guidelines, pages 32-33.

- 1. Provide information**—Educational presentations, workshops or seminars, and data or media presentations (e.g., public service announcements, brochures, billboard campaigns, community meetings, town halls, forums, Web-based communication).
- 2. Enhance skills**—Workshops, seminars or activities designed to increase the skills of participants, members and staff (e.g., training, technical assistance, distance learning, strategic planning retreats, parenting classes, model programs in schools).
- 3. Provide support**—Creating opportunities to support people to participate in activities that reduce risk or enhance protection (e.g., providing alternative activities, mentoring, referrals for services, support groups, youth clubs, parenting groups, Alcoholics or Narcotics Anonymous).
- 4. Enhance access/reduce barriers****—Improving systems and processes to increase the ease, ability and opportunity to utilize systems and services (e.g., access to treatment, childcare, transportation, housing, education, special needs, cultural and language sensitivity).
- 5. Change consequences (incentives/disincentives)**—Increasing or decreasing the probability of a specific behavior that reduces risk or enhances protection by altering the consequences for performing that behavior (e.g., increasing public recognition for deserved behavior, individual and business rewards, taxes, citations, fines, revocations/loss of privileges).
- 6. Change physical design**—Changing the physical design or structure of the environment to reduce risk or enhance protection (e.g., parks, landscapes, signage, lighting, outlet density).
- 7. Modify/change policies**—Formal change in written procedures, by-laws, proclamations, rules or laws with written documentation and/or voting procedures (e.g., workplace initiatives, law enforcement procedures and practices, public policy actions, systems change within government, communities and organizations).

**** Note:** This strategy also can be utilized when it is turned around to reducing access/enhancing barriers. When community coalitions establish barriers to underage drinking or other illegal drug use, they decrease its accessibility. Prevention science tells us that when more resources (money, time, etc.) are required to obtain illegal substances, use declines. When many states began to mandate the placement of pseudo ephedrine-based products behind the pharmacy counter, communities experienced a significant decrease in local clandestine methamphetamine labs. Barriers were put into place that led to a decrease in the accessibility of the precursor materials for meth production.

Note: the first three strategies are more programmatic in nature and the last four strategies are environmental strategies. The programs/interventions must incorporate one or more of the strategies listed as 1, 2, or 3; and at least two of the strategies listed as 4, 5, 6, or 7.

See Schedule C for specific itemization of level of service.

Note: The services listed above and in Schedule C are in accordance with the County Alliance Plan and the application submitted by the municipality. **Any proposed changes in the scope of the project, including a rescheduling of activities and/or a change in site or type of activity or program must be submitted in writing to the County Alliance Coordinator and approved prior to implementation. See schedule B, Budget Modification Section.**

Schedule B: Financial Data

Financial reports shall consist of:

1. Quarterly Municipal Alliance Expenditure Report submitted in GCSUD's electronic grant management system [MAGS].
2. Quarterly In-kind Certification Sheet which lists the items used to meet the required in-kind match requirements. Back-up documents to corroborate the In-Kind Match report. Itemized records documenting the in-kind match should be kept on file in the municipality.
3. All records documenting the expenditure of MUNICIPAL ALLIANCE PROGRAM funds and cash match for the period of this SUBCONTRACT. This will include copies of the paid municipal voucher for each expense, with its invoice, receipt, service contract, or coordinator's time sheet, etc. Each voucher must be coded with the following information: Program, line item, and fund (MUNICIPAL ALLIANCE PROGRAM or cash match), and must correspond to the approved budget.
4. Quarterly Service Report and back-up documenting the hours, activity, and payment for all Coordinators, Personnel or Consultants paid from the Alliance grant.
5. Municipalities (Lead Municipalities) must submit a certified annual audit to the COUNTY on an annual basis.

All financial reports are to be submitted on a quarterly basis and must be received by the County Alliance Coordinator by the 7th day after the close of the quarter. The final report is due thirty (30) days after the close of the fourth quarter. Due to new requirements by GCSUD, quarterly reports that are not submitted timely and accurately are not guaranteed payment.

If the municipality [subcontractor] fails to submit the first, second, and third quarterly reports or fails to request an extension to reporting within 30 days of the above reporting deadline, the County reserves the right to submit a zero-expenditure report in the GCSUD electronic management system [MAGS] to ensure timely reporting by the County to the State.

Extensions to reporting due dates may be granted upon written request to the County that must include a description of the circumstances requiring the extension. Approvals will only be granted upon GCSUD review. The first extension approval will provide one month for submission. The second extension will provide one week for submission.

The SUBCONTRACTOR ensures that quarterly expenditure and programmatic reports shall be an accurate accounting and reporting of the grant activity in that period. Requests for reimbursements submitted in a subsequent quarter are not guaranteed payment.

All financial reports must be duly signed by the municipal chief financial officer, dated and be accompanied by the Outcome Evaluation Reports. Program activities are reported in the quarter which they occur. Expenses are reported in the quarter which they are paid.

Failure to submit reports when due will be indicative of non-compliance with awarded terms and conditions and may cause the cancellation of the agreement or subcontract. If reports are not submitted as required, the County may, at its discretion, suspend payments on this grant. GCSUD may, at its discretion, take such action to withhold payment to the Grantee until the required reports have been submitted.

Financial Data (continued)

BUDGET MODIFICATIONS and REVISIONS:

Any budget modification must be submitted to the County Alliance Coordinator's office for approval prior to implementation. All requested budget modifications must be completed within the GCSUD MAGS system.

For any MAJOR change, identified as an approved activity which proves to be impractical or ineffective, a revision approved by GCSUD is required. A GCSUD revision will be considered **ONLY IF THE FOLLOWING REQUIREMENTS ARE SATISFIED:**

1. New activities must address the Local Conditions as outlined in the Logic Model.
2. For new program activities not previously approved, a new Alliance Action Plan must be created in MAGS and include relevant fiscal documentation (detailed personnel forms, budget justifications for line items, consultant resumes).
3. All revision requests must contain the signature of the Municipal Alliance Chairperson, the Municipal Fiscal Officer and the County Alliance Coordinator, and GCSUD representative.
4. The completed documentation must be approved prior to implementation.
5. **ULTIMATELY, reimbursements shall be withheld for activities that have not been modified and/or approved by GCSUD prior to an activity's scheduled date of implementation.**

If the SUBCONTRACTOR is making program expenditures or providing grant services at a rate which in the judgment of the GCSUD, will result in substantial failure to expend the grant amount or provide grant services, the GCSUD may so notify the SUBCONTRACTOR. If after consultation, the SUBCONTRACTOR is unable to develop to the satisfaction of the GCSUD a plan to rectify its low level of program expenditures or grant services, the GCSUD may upon thirty (30) days notice to the SUBCONTRACTOR, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the SUBCONTRACTOR'S fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the GCSUD subsequent to the awarding of the grant and the funds have already been received by the SUBCONTRACTOR, the reduced amount will be remitted to the GCSUD.

Financial Data (continued)

Non-Use of Funds:

All financial reports are to be submitted on a quarterly basis and must be received by the County Coordinator by the 7th day after the close of the quarter. At the time of the due date for the 2nd quarter report, if the SUBCONTRACTOR is not making program expenditures or providing grant services at a rate, in the judgment of the COUNTY, which is in accordance with the expectations outlined in the application, the county has the option of withdrawing funding allocations from the SUBCONTRACTOR during the current grant year and/or to revise the grant amount in subsequent years. This reduction shall take into account the SUBCONTRACTOR'S current year fixed costs and shall not affect program funds already spent in accordance with the application. The SUBCONTRACTOR will be notified of the intent to reduce current year allocation within 60 days of the quarterly report due date or submission date.

The following is a requirement that the State places on the Counties and therefore is a requirement of the Subcontractor:

Special Grant Conditions for "High Risk Subcontractors"

A Subcontractor may be considered "high risk" if the County determines that a Subcontractor:

1. Has not conformed to terms and conditions of previous awards.
2. Has a history of unsatisfactory performance.
 - o Subcontractor has not complied with the Municipal Application revisions or remediation.
 - o Subcontractor has not complied with remediation of the site visit recommendations.
 - o Subcontractor has not expended at least 90% of grant funding.
 - o Subcontractor has spent funding on items that are outside the guidelines of the program.
 - o Subcontractor reports are not submitted on time.
3. Is not financially stable.
 - o Subcontractor expenditure reports fail to submit proper documentation to support expenses.
 - o Subcontractor fails to effectively track MUNICIPAL ALLIANCE PROGRAM, cash match and in-kind expenses.
 - o Subcontractor audit contains findings that require remediation.

FISCAL REQUIREMENTS

IN ACCEPTING THIS GRANT IT IS UNDERSTOOD THAT THE SUBCONTRACTOR AGREES TO ABIDE BY THE FOLLOWING RULES AND CONDITIONS:

1. The subcontractor agrees to repay any portion of the amount granted which is not used for the purposes of the grant.
2. The subcontractor agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
3. The subcontractor agrees to submit full and complete records on the manner in which the community intends to acquire matching funds.
4. The subcontractor agrees to submit a detailed and accurate accounting of the expenditures to the funding source in accordance with County regulations.
5. The subcontractor agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fund-raising goals as requested by the County.
6. In the event that the subcontractor fails to generate matching funds at the end of the contract period, the subcontractor shall submit documentation explaining the failure. The County will not reimburse above the match unless approved GCSUD.

Governor's Council on Substance Use Disorder
Municipal Alliance Program Modifications (Fiscal and Programmatic) Instructions*

All requests to modify an approved Municipal Alliance program budget (MUNICIPAL ALLIANCE PROGRAM, Cash Match, In-Kind) or program activity (Programmatic) must be submitted in the MAGS **Municipal Alliance Budget Modification Request section and the Alliance Action Plan** and, if needed, Alliance Coordination Plan.

Modification requests must include a comprehensive explanation for the changes.

Modifications may be approved by the county and implemented by the local Alliance without prior GCSUD approval under the following conditions: 1) moving funds within an approved program and the modification does not change the program intent; 2) the total amount of the modification is less than \$2,000 of the approved budgets when moving funds from one approved program to another program and the modification does not change the program intent; 3) the programmatic changes do not change the intent of the program; and 4) the modification does not establish a new program. **The revision must receive county approval prior to implementation by the Municipal Alliance.** The Governor's Council must receive a copy of the completed revision form showing approval by the Municipal Chief Financial Officer, Municipal Alliance Chairperson and County Alliance Coordinator.

Municipal Alliance modifications that require GCSUD approval: 1) establish a new program, or 2) move \$2,000 or more from one approved program to another program, or 3) change the intent of the program. These types of modifications must receive GCSUD approval in addition to approval by the Municipal Chief Financial Officer, Municipal Alliance Chairperson, CASS, and County Alliance Coordinator. **The revision must receive the approvals prior to implementation by the Municipal Alliance.**

Note: All new activities and/or programs must correspond to the Logic Model in MAGS

*Please see the Budget Revision instructions in the GCSUD electronic grant management system – MAGS.

Schedule C: Programmatic Information

1. The Subcontractor agrees to submit, on a **Quarterly** basis the following Programmatic reports:
An Outcome Evaluation Report for each activity based on the Logic Model. Data should be listed in the quarter in which the activity occurred. See instructions within the MAGS system.

Reports are to be completed and submitted in MAGS by the seventh day following the end of the reporting quarter. Expenditures will not be reimbursed without the proper outcome evaluations in MAGS and failure to submit program evaluation results timely may impact future funding. Any proposed changes in the scope of the project, including a rescheduling of activities and/or a change in site or type of activity or program or consultants or in-kind services must be submitted in writing to the County Alliance Coordinator and approved prior to implementation. See Schedule B, Budget Modification section.

2. Programs, activities, and expenditures must adhere to the regulations set forth in the Municipal Alliance Guidelines.
3. The Subcontractor will maintain an accurate account of all volunteers, youth and adults, participating in such Municipal Alliance activities as outlined herein and report same to the County Alliance Coordinator utilizing appropriate forms.
4. The Municipal Alliance Coordinator shall inform the County of the following types of conditions which affect program objectives and performance as soon as they become known:
 - a. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County assistance required to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
5. The Subcontractor must ensure proposed education, public awareness and prevention programs are consistent with GCSUD's list of interventions and include a method of measuring the programs' effectiveness. All MUNICIPAL ALLIANCE PROGRAM, Cash Match and Alliance Income funding must be utilized to address the problem sequence (problem statement, root cause and local condition) identified in the logic model. This requirement includes all fundraised &/or donated funding even over and above the 25% cash match requirement.
6. Municipal Alliances will be grouped into three tiers based upon the level of MUNICIPAL ALLIANCE PROGRAM funding the Alliance receives. Alliances in tier 2 and tier 3 must implement programs from GCSUD's list of evidence-based programs and interventions (see GCSUD Guidelines).
Lower Cape is tier level 3; and therefore, must implement two programs from GCSUD's list of evidence-based programs and interventions.
7. The Lower Cape Municipal Alliance will provide the following services/activities to target the local conditions identified because of their local needs assessment. They are as follows:

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

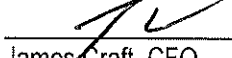
RESOLUTION #2026-329

Title: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DEBLASIO & ASSOCIATES FOR SURVEYING & ENGINEERING PHASE SERVICES FOR THE MUNICIPAL COMPLEX PARKING IMPROVEMENTS PROJECT (LT-C-079)

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 \$3,000.00 proposal for Surveying & Engineering Phase Services for the Lower Township Municipal Complex Parking Improvements project and the CFO has certified the availability of funds in the following budget line as evidenced by his signature:

Appropriation: C-01-55-438-100 Amount \$3,000.00

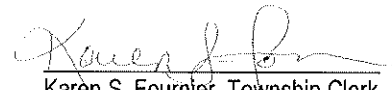
Signature: 
James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Services Contract without public bidding in the amount of \$3,000.00 is awarded to DeBlasio & Associates for Surveying & Engineering Phase Services for Municipal Complex Parking Improvements Project (LT-C-079) in accordance with the proposal attached hereto; and that the Superintendent of Public Works is authorized to execute the Purchase Order.

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

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 30, 2026

VIA EMAIL

Richard Harron, Construction Official
Township of Lower Construction Department
2600 Bayshore Road
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ
Municipal Complex Parking Improvements
Survey and Engineering Phase
D&A File #: LT-C-079**

Dear Mr. Harron:

DeBlasio & Associates, P.C. is pleased to provide this proposal for our professional engineering services for the **Municipal Office Parking Improvements – Survey and Engineering Phase** as discussed at our September 15, 2026 meeting.

It is our understanding that Lower Township requires additional public parking at the municipal complex. To address this need, two existing grass areas located to the rear and side of the Lower Township Construction Office will be paved to accommodate additional parking.

Based on our review, the Engineer's Estimate of Construction Cost for the proposed improvements is \$50,842.00. In accordance with the current Local Public Contracts Law, including N.J.S.A. 40A:11-3(a) and (c) and N.J.S.A. 18A:18A-3(a) and (c), the bid threshold for municipalities with a Qualified Purchasing Agent is \$53,000.00. Because the estimated construction cost is below this threshold, we recommend that the Township obtain quotes from qualified construction vendors to complete the work outlined in this proposal.

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

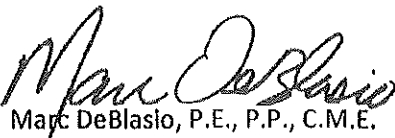
Survey & Engineering Phase Cost:	\$3,000.00
• Survey and Base Mapping	
• Design Plans and Specifications	
• Solicitation of quotes	
Total Professional Service Fee	\$3,000.00

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

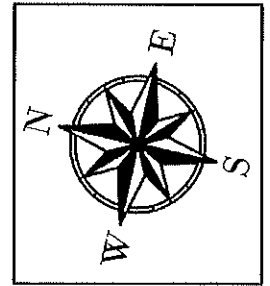
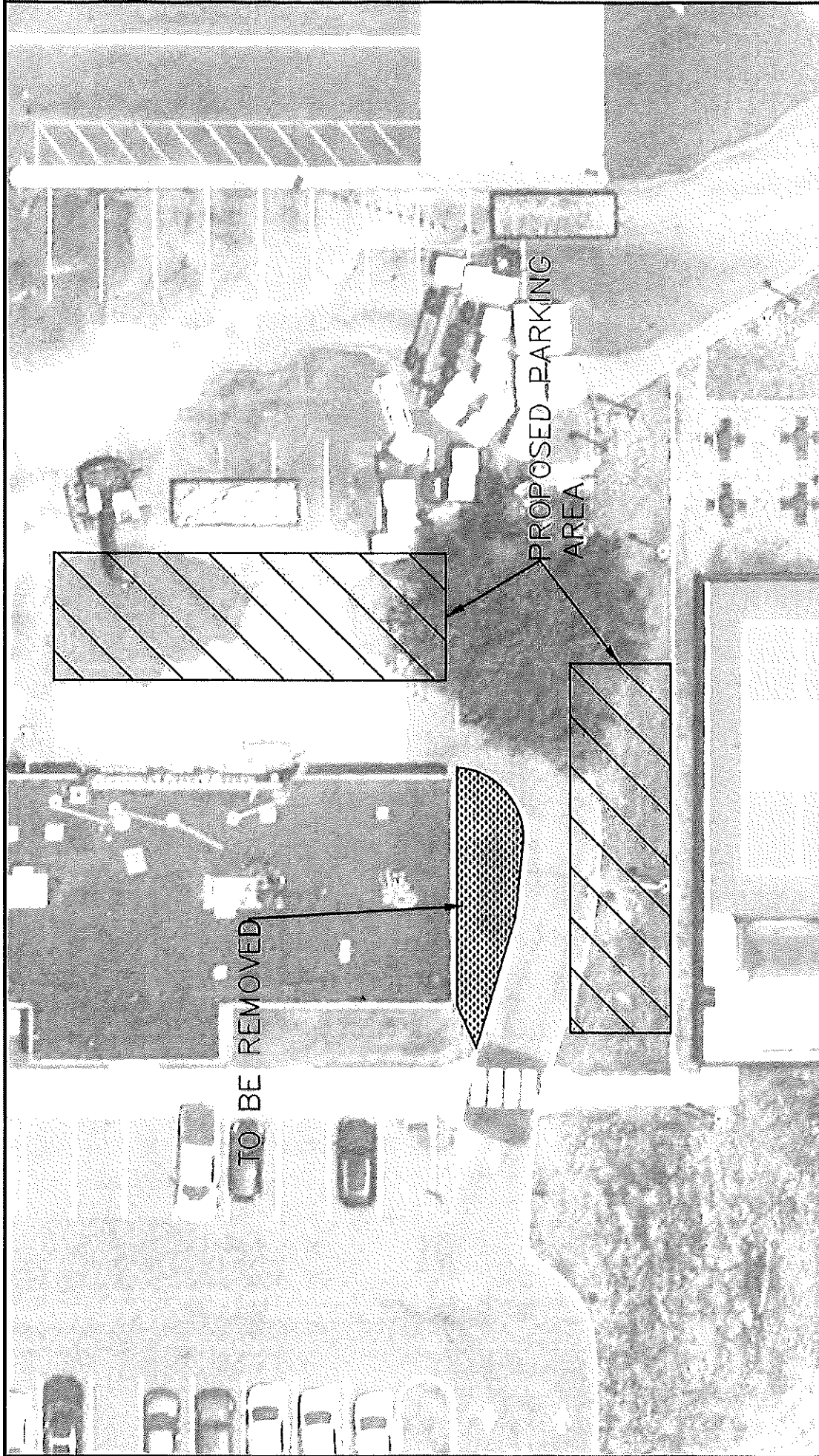
Upon your authorization, we are prepared to begin work immediately on the Township's Municipal Complex Parking Improvements – *Survey and Engineering Phase Services*.

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 Sippel (via email w/encl.)
Michael Laffey, Manager (via email w/encl.)
Bill Galestok, Planning Director (via email w/encl.)
Christina Lewis, Deputy Administrator (via email w/encl.)
Robert Osborn, QPA (via email w/encl.)
Karen Fournier, Clerk (via email w/encl.)
Andy McTague (via email w/encl.)
Finance (via email w/encl.)



PROJECT LOCATION MAP
MUNICIPAL COMPLEX PARKING IMPROVEMENTS
Lower Township, Cape May County, New Jersey
Date: 09/24/2026

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

ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: Township of Lower

Date: September 24, 2026

Project Name:

Municipal Complex Parking Improvements

D&A Project #: LT-C-079

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
N.J. WATER BANK - CLEAN WATER PARTICIPATING ITEMS							
1	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$10,000.00	\$10,000.00
2	FUEL PRICE ADJUSTMENT	DOLLAR	500	0	500	\$1.00	\$500.00
3	ASPHALT PRICE ADJUSTMENT	DOLLAR	500	0	500	\$1.00	\$500.00
4	EXCAVATION, UNCLASSIFIED	C.Y.	320	0	320	\$40.00	\$12,800.00
5	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	S.Y.	345	0	345	\$12.00	\$4,140.00
6	HOT MIX ASPHALT MIX 19M64 BASE COURSE, 3" THICK	TON	66	0	66	\$120.00	\$7,920.00
7	HOT MIX ASPHALT MIX 9.5M64 SURFACE COURSE, 2" THICK	TON	44	0	44	\$140.00	\$6,160.00
8	8" X 18" CONCRETE VERTICAL CURB	L.F.	50	0	50	\$50.00	\$2,500.00
9	TRAFFIC STRIPES, 4"	L.F.	500	0	500	\$2.50	\$1,250.00
10	SODDING	S.Y.	15	0	15	\$30.00	\$450.00

ESTIMATED CONSTRUCTION COST, ITEMS 1-10: \$46,220.00

10% CONTINGENCY \$4,622.00

TOTAL ESTIMATED CONSTRUCTION COST W/ 10% CONTINGENCY \$50,842.00

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

Prepared by:


Marc DeBlasio, P.E., Township Engineer

9/24/2026
Date

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

RESOLUTION #2026-330

Title: **APPROVAL OF CHANGE ORDER #2 TO R. MAXWELL CONSTRUCTION CO., INC. FOR THE FY2024 NJDCA SMALL CITIES PROGRAM MUNICIPAL POOL BUILDING REPLACEMENT PROJECT (LT-C-063)**

WHEREAS, R. Maxwell Construction Co. Inc. was awarded on February 2, 2026 by Resolution #2026-79 for the FY2024 NJDCA Small Cities Program Municipal Pool Building Replacement Project (LT-C-063) in the amount of \$785,000.00; and

WHEREAS, DeBlasio & Associates had provided an additional proposal Change Order #1 for the FY2024 NJDCA Small Cities Program Municipal Pool Building Replacement Project (LT-C-063) for an increase of \$52,111.84, increasing the total amount to \$837,111.84; and

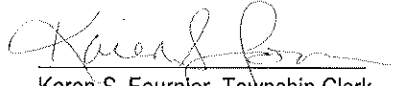
WHEREAS, DeBlasio & Associates has requested a contract time extension of 73 calendar days, bringing the total contract length to 203 calendar days; and

WHEREAS, the Township Council desires to approve the Contract Time Extension request.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #2 attached hereto for a contract time extension of 73 days is hereby approved.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

September 30, 2026

VIA EMAIL

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

**RE: Township of Lower
Municipal Pool Building Replacement
D&A Project #: LT-C-063**

Dear Ms. Fournier:

Enclosed please find three (3) executed originals of **CHANGE ORDER NO. 2** regarding the above referenced project.

Please note that this change order reflects the following:

1. Contract Time Extension – 73 Days.

Please note that this is a no cost change order. The contract length will be increased by 73 calendar days from the previous contract completion date of September 18, 2026 to an amended contract completion date of November 30, 2026.

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: Mayor Frank Sippel (via email w/encl.)
Mike Laffey, Manager (via email w/encl.)
Christina Lewis, Deputy Manager (via email w/encl.)
Bob Osborn, QPA (via email w/encl.)
Al Genz, Superintendent of Parks and Recreation (via email w/encl.)
Jim Craft, CFO (via email w/encl.)
Maxwell Construction Co., Inc. (via email w/encl.)
Andrew McTague, EIT (via email w/encl.)

DeBlasio & Associates

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower
Date: September 30, 2026
Project Name: Municipal Pool Building Replacement
D&A Project #: LT-C-063
Client: Township of Lower

Change Order #2

Contractor: R. Maxwell Construction Co., Inc.
206 W Delilah Rd
Pleasantville, NJ 08232

A. Contract Time Extension-73 Days

Net Contract Change \$0.00
Original Contract Amount: \$785,000.00
Total Contract Percentage Change (%): 0.00
Amended Contract Amount: \$785,000.00

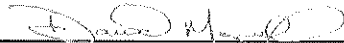
Approved and Accepted by:



Marc DeBlasio, P.E., Township Engineer

9/30/26

Date



R. Maxwell Construction Company, Inc.

9/30/2026

Date



Township of Lower
Frank Sippel, Mayor

10-6-2026

Date

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

RESOLUTION #2026-331

Title: AUTHORIZATION FOR 2026 INCENTIVE AWARD FOR INSURANCE WAIVER

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to the attached schedule of employees in the amount of \$2500.00 is authorized and chargeable to the 2026 Budget account 6-01-23-220-412.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
WAREHAM			X				
ROY			X				
COOMBS		X	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 October 5, 2026.


Karen S. Fournier, Township Clerk

Name	Amt
Embs, Jeremy	2,500.00

Total	2,500.00
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