

**WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL**

**\*\*\*REVISED\*\*\***

**JUNE 15, 2026 – 5:00 p.m.**

**\*\*\*REVISED\*\*\***

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

**Work Session**

Certificates – LCMR Students - Handwashing Station

**Consent Agenda**

Approval of Minutes – June 1, 2026

- Res. #2026-218 Authorization for the Payment of Vouchers \$1,255,413.98
- Res. #2026-219 A Resolution Amending Resolution #2026-203, which Approved Eight (8) Concert Events Featuring Nine (9) Bands and Established the Dates on which the Concerts would be Held at the DRBA Ferry Terminal
- Res. #2026-220 Approval of a Professional Service Contract with Wizard's Festival of Fun INC. for the Township of Lower's Independence Day Celebration July 3, 2026 & Summer Concert Series August 12, 2026
- Res. #2026-221 Annual Renewal of Liquor Licenses for the Year 2026-2027
- Res. #2026-222 A Resolution Authorizing the Execution of an Indemnification Agreement with the County of Cape May in Connection with the Annual Veteran's Day Parade and the Temporary Closure of a Portion of Bayshore Road (CR603)
- Res. #2026-223 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2026-224 Approval for Whale of a Day Festival
- Res. #2026-225 Approval to Submit a Grant Application MA-2027 – Resurfacing of Park Boulevard, Memphis Avenue, and Rochester Avenue – 00173, and Execute a Grant Agreement for the FY2027 Municipal Aid Program (MA) with the New Jersey Department of Transportation
- Res. #2026-226 A Resolution Amending the Personnel Policies and Procedures Manual of Lower Township – New Jersey Family Leave Act
- Res. #2026-227 Authorization for 2026 Incentive Award for Insurance Waiver
- Res. #2026-228 Authorizing Pay Out of Terminal Leave (S. Goodroe, \$1591.59)
- Res. #2026-229 Approval of Change Order #1 for R. Maxwell Construction Company Inc. for FY2024 NJDCA Small Cities Program Municipal Pool Building Replacement Project (LT-C-063)
- Res. #2026-230 A Resolution Authorizing a Temporary Reduction in Fees for Pool Passes at the Township of Lower Municipal Pool for the 2026 Calendar Year
- Res. #2026-231 A Resolution Authorizing and Approving a Shared Service Agreement between the Township of Lower and the County of Cape May
  
- Ord. #2026-12 Bond Ordinance Providing for Various 2026 Capital Improvements, By and In the Township of Lower, in the County of Cape May, State of New Jersey; Appropriating \$560,000 Therefor and Authorizing the Issuance of \$530,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof. This is the first reading of Ordinance #2026-12. The second reading and Public Hearing has been scheduled for July 6, 2026.
- Ord. #2026-13 An Ordinance Temporarily Amending Chapter 475, Parks and Recreation Areas, Article IV, Fees and Reimbursements, Subsection 14, Recreation Fee Schedule, of the Code of the Township of Lower to Reduce Certain Municipal Pool Fees for the 2026 Summer Season. This is the first reading of Ordinance #2026-13. The second reading and Public Hearing has been scheduled for July 6, 2026.

**Regular Agenda**

- Ord. #2026-11 An Ordinance Authorizing the Execution of an Offer to Convey Temporary Work Area Easements to the United States of America, Acting by and through the United States Army Corps of Engineers in Connection with the Cape May Canal Project. This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

**Engineer Report**

**Administrative Reports**

Clerk, Construction, Dog, Tax, Tax Sale Summary, Vital

**Manager's Report**

**Public Comment**

**Council Comments**

**Adjourn**

## COUNCIL MEETING MINUTES – June 1, 2026

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on June 1, 2026 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad  
Councilmember Joseph Wareham  
Councilmember Roland Roy, Jr.  
Mayor Frank Sippel

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

### Work Session

Presentation: Certificate of Recognition - Kylie Saltzman

Mayor Sippel explained that Kylie Saltzman placed second in a national judging scholarship program and received \$21,000 for her essay on "How are you showing patriotism and support for our country?"

Kylie read her essay and received applause and recognition, as well as a Certificate of Congratulations from Council.

Oaths of Office:

Police Chief Vanaman read the biography of Patrolman Ryan O'Neal. Mayor Sippel administered the Oath of Office to Patrolman O'Neal as his mother held the Bible and his brother-in-law, Det. Tom Shough pinned his badge.

Police Chief Vanaman read the biography of Patrolman Talen Terinoni. Mayor Sippel administered the Oath of Office to Patrolman Terinoni as his mother held the Bible and his father pinned his badge.

Mayor Sippel read a proclamation designating June as Pride Month in Lower Township.

### Consent Agenda

Approval of Minutes – May 18, 2026

Res. #2026-206 Authorization for the Payment of Vouchers \$892,592.03

Res. #2026-207 A Resolution Requesting Release of Demolition Bond for Block 663, Lot 3; 1104 Franklin Avenue, North Cape May, New Jersey

Res. #2026-208 Approval for an Agreement with TNT Event Management, LLC in Connection with the August 1, 2026 Annual Coombs/ Douglass Memorial Run

Res. #2026-209 Approval of Change Order #1 to South State Inc. for Resurfacing of Ridgewood Avenue – Bayshore Road to Delaware Avenue (LT-C-047)

Res. #2026-210 A Resolution Approving a Professional Service Contract with DeBlasio & Associates for Construction Phase Services for Rotary Community Park Phase 2 Jake's Law Playground (LT-C-028)

Res. #2026-211 Approval of a Professional Service Contract with Wizard's Festival of Fun INC for the Township of Lower's Independence Day Celebration July 3, 2026

Res. #2026-212 A Resolution Authorizing the Execution of an Indemnification Agreement with the County of Cape May in Connection with the Coombs/Douglass Memorial Bay Run and the Temporary Closure of a Portion of Townbank Road (CR 648)

Res. #2026-213 Certification to Local Finance Board of Receipt and Review of Audit Sections General Comments & Recommendations

Res. #2026-214 Bid Acceptance and Contract Award for Arctic Avenue Storm Sewer Replacement Project, Contingent upon Approval from the NJ Water Bank (LT-C-071)

Res. #2026-215 A Resolution Authorizing and Approving the Renewal of a Shared Service Agreement Between the Township of Lower and the Township of Middle for Shared Municipal Court Administrator Services

- Res. #2026-216 A Resolution Enabling the Execution of an Agreement and Any Amendment(s) thereto with the New Jersey Department of Environmental Protection, Green Acres Program for Jake's Law Playground at Rotary Park
- Res. #2026-217 Resolution of the Township of Lower Consenting to the Issuance by the Township of Lower Municipal Utilities Authority of Not to Exceed \$4,100,000 Revenue Bonds (Junior Lien) to the New Jersey Infrastructure Bank, and to the Issuance of a Project Note in Anticipation of the Issuance of Such Revenue Bonds, for the Financing of Certain Sewage Pump Station Capital Improvements
- Ord. #2026-11 An Ordinance Authorizing the Execution of an Offer to Convey Temporary Work Area Easements to the United States of America, Acting by and through the United States Army Corps of Engineers in Connection with the Cape May Canal Project. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for June 15, 2026.

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

### Council Comments

Councilmember Conrad acknowledged Family Fun Night was a success and thanked everyone for a great job.

Councilmember Wareham read a statement he had written regarding the pool and vows to get answers and to try to come up with a solution.

Councilmember Roy informed the June summer newsletter is coming out with a lot of great information.

Mayor Sippel announced the following: Summer basketball registration is now available as well as football registration; Escape the Cape triathlon is being held Sunday June 7, 2026; and the police camp is accepting applications.

Manager Laffey commented on Councilmember Wareham's statements and mentioned that he has a timeline of events leading up to the decision to close the pool. He informed everyone that Mayor and Council rely on him to handle the day-to-day operations and assures the public that he worked with the engineer and department heads to get this project complete, however, there were some deadlines missed. They did look for alternative solutions but the insurance company said it was a liability.

Jim Ridgeway, J Byrne Insurance Agency, Risk Management, JA Montgomery safety coordinator, expressed concerns of the public's safety if they were to open the pool while the construction was going on. They had met with staff and reviewed the job site and had significant concerns with a demolition report, discussed the risks of an active construction site as well as the increased risks and hazards.

Solicitor Belasco explained the repercussions possible if the Township had suspended the contract or even cancelled the contract, he mentioned the significant financial obligations the Township could be held responsible for.

Larry Shillington- 320 Roseann Ave- Asked why this project wasn't done prior to the season, he feels this should have been done in the off season.

Sabina Bloom- Mentions the pool is only open 10 weeks out of the year, she sates she saw pool passes would be available May 20<sup>th</sup>, the next day found out the pool would not be open. Expressed construction started that day, and that the Township sets the timeline, offered ways in which she thought would be a good solution.

Jim Pomponi- 111 E Richmond Ave- this is his 7<sup>th</sup> meeting asking mayor and council to please change his street from two way to only one way due to safety concerns.

Michael Morley- 426 Hollywood Ave, states the pool has ADA compliance issues, appreciates Councilmember Wareham's effort's and asks him to keep pushing for the residents.

Paula Morte- 2 Rutgers, stated how the pool is good for elders mental health, was sad to hear the pool was not going to be open and asked them to take it into consideration.

Ed Rose- 405 Leaming Ave, was a union contractor for 40 plus years, understands the insurance aspect but there has been nothing done at the pool until May 30<sup>th</sup> they put up barricades etc., pool brought relief and exercise to many and thinks the planning was done poorly.

Ken Orr- 148 E Bates Ave, consequences are for the tax payers, the pool was important to the community, mentions the family night at Clem Mulligan was a huge success and great job cleaning up.

Carmen Axman- 211 Raleigh Ave, hopes they find a solution for the pool, mentions Beach Bums is going before the planning and zoning board next week to build more condo's, suggested the Township purchase the property and make it a parking lot.

Solicitor Belasco explained the zoning and planning boards are separate and their applications are not viewed by mayor and council. Tells the people if they wish to comment on any upcoming plans, they would have to address that with planning and zoning boards.

Jill Lance- 129 W Bates Ave, explains she's a retired insurance agent, explains the construction company has insurance and names the township as an additional insured. She thanked Councilmember Wareham for his efforts. She mentions she's not here to argue just explains that she believes she needs that due to no air conditioning and to help with exercise. Concerned with the effect on the community, asks them to make better decisions and mentions she has a petition with 319 signatures on it.

Karen Watson- 18 Beechwood Ave, said council needs to do better, this was poor planning, mismanagement and a disservice to the community.

Nicola Wynnefield, 87 Millman Ln- Needs the pool for exercise, agrees with fellow community members, asks the manager when the timeline would be made available.

Antonia Zawisa, 103 Roslyn Ave- said the use of the pool promotes mental health and suggested they think outside the box for a solution.

Kathy Shillington- 320 Roseann, agrees with community members that seniors use this as a social outlet. She informed of an-ongoing issue with AC electric for a street light that's been out since December at Roseann & Clearwater.

Larry Shillington- 320 Roseann- voiced concern with a neighbor over fireworks and bottle rockets.

#### Adjournment

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Councilmember Wareham. Motion to adjourn was unanimous. Meeting adjourned at 6:11 p.m.

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Frank Sippel, Mayor

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Township Clerk

Approved:

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 #	P.O. #	PO Date	Name	Description	Status	Amount	Void Amount	Contract	PO Type
00080	26-01227	06/03/26	AMERIHEALTH	JUNE 2026 HEALTH INS	Open	\$401,373.47	\$0.00		
00153	26-01408	06/10/26	ATLANTIC CITY ELECTRIC*	ACE STREET LIGHTS MAY 2026	Open	\$46,300.78	\$0.00		
00194	26-01401	06/09/26	ADVANCED VIDEO & SOUND LLC	INTERENT AND PHONE LINE MOVE	Open	\$950.00	\$0.00		
00199	26-01300	06/04/26	AUTO ZONE INC	BATTERIES/DPW	Open	\$588.90	\$0.00		
00419	26-01210	06/02/26	RICHARD M BRASLOW, ESQ	FS Legal fees 3.3hr	Open	\$990.00	\$0.00		
00425	26-01255	06/04/26	CAROLA A. BRAND	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
00651	26-01304	06/04/26	MUNICIPAL UTIL AUTH DUMP FEES	DISPOSAL FEE/DPW/MAY	Open	\$75,485.38	\$0.00		
00739	26-01395	06/09/26	CAPE MAY VETERINARY HOSPITAL	Invoice #26042935100968	Open	\$6.55	\$0.00		
00784	26-01209	06/02/26	CAPE MAY STAR & WAVE	ADVERTISEMENT TAX SALE	Open	\$599.50	\$0.00		
01125	26-01342	06/05/26	MARGARET CROMPTON	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
01171	26-01407	06/09/26	VERIZON WIRELESS - TOWNHALL	VERIZON IPHONE #723051842-0001	Open	\$1,702.46	\$0.00		
01200	26-01225	06/03/26	DELTA DENTAL PLAN OF NJ	MAY 2026 DENTAL ADMIN	Open	\$1,426.92	\$0.00		
	26-01284	06/04/26		MAY 2026 DENTAL CLAIMS	Open	\$13,945.90	\$0.00		
				<b>Vendor Total:</b>		<b>\$15,372.82</b>			
01201	26-01182	05/29/26	DELL MARKETING LP	Laptop Assessor	Open	\$1,723.21	\$0.00		PC1
01267	26-01410	06/10/26	EDWARD DONOHUE	MEDICAL CLAIMS	Open	\$61.67	\$0.00		
01269	26-00940	04/28/26	DISCOUNT HYDRAULICS	PARTS/DPW	Open	\$364.05	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01365 26-01184	06/02/26	GARY DOUGLASS PARKING REIMBURSEMENT	Open	\$40.00	\$0.00		
01443 26-01234	06/04/26	ERMA VOLUNTEER FIRE CO 2026 PRIMARY POLLING LOCATION	Open	\$300.00	\$0.00		
01532 26-01239	06/04/26	JACQUELINE U HENDERSON PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
01581 26-01235	06/04/26	HOPE CHURCH 2026 PRIMARY POLLING LOCATION	Open	\$150.00	\$0.00		
01603 26-01394	06/09/26	GENERAL CODE PUBLISHERS* Supplement #46	Open	\$2,492.00	\$0.00		
01653 26-00950	04/28/26	GENTILINI FORD PARTS/TRUCK/DPW	Open	\$2,288.05	\$0.00		
01741 26-00306	02/05/26	GENTILINI CHEVROLET, LLC PARTS FOR VEHICLES/DPW	Open	\$517.98	\$0.00		
01806 26-01219	06/03/26	ANTHONY J HARVATT, II, ESQ ZBA RESOLUTION VOUCHERS	Open	\$800.00	\$0.00		
26-01220	06/03/26	MCGOVERN V. LT ZBA LEGAL FEES	Open	\$1,080.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$1,880.00</b>			
01807 26-01449	06/11/26	MARLIN HEDUM CONTRACTUAL REIMBURSEMENT M	Open	\$168.60	\$0.00		
01873 26-00785	04/10/26	HOME DEPOT* SUPPLIOES/BLDG/DPW	Open	\$242.76	\$0.00		
02014 26-01148	05/26/26	ALL TRAFFIC SOLUTIONS* TRAFFIC SIGNS ANNUAL CONTRACT	Open	\$5,375.00	\$0.00		
02027 26-01203	06/02/26	JESCO INC RADIATOR/DPW	Open	\$2,231.30	\$0.00		
02045 26-00725	04/02/26	LIBERTY PARKS AND PLAYGROUNDS* MEMORIAL BENCHES	Open	\$4,103.00	\$0.00		
02208 26-01244	06/04/26	PENNY BECICA-KRAUS PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
02351 26-01389	06/05/26	LOWER CAPE MAY REGIONAL GOLF TEAM MINI GRANT/DPW	Open	\$1,000.00	\$0.00		
02940 26-00927	04/27/26	MUNICIPAL RECORD SERVICE* COURT BAIL RECOG FORMS	Open	\$552.00	\$0.00		
02947		DONALD MURPHY					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02947		DONALD MURPHY					
							<i>Account Continued</i>
26-01413	06/10/26	RETIREE MEDICARE REIM	Open	\$746.00	\$0.00		
03008		NJ DEPT OF TREASURY/FEES					
26-01127	05/22/26	SOLID /HAZARDOUS VEHICLE RENEW	Open	\$5,534.00	\$0.00		
03162		RUTGERS UNIVERSITY - OFFICE OF					
25-00645	03/06/25	ARC GIS MAPPING TRNG 4/8-29/25	Open	\$1,295.00	\$0.00		
26-01189	06/02/26	Megan PTA #1	Open	\$1,004.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$2,299.00</b>			
03296		PARISH OF ST. JOHN NEUMANN					
26-01232	06/04/26	2026 PRIMARY POLLING LOCATION	Open	\$675.00	\$0.00		
03387		POGUE INC. *					
26-01193	06/02/26	SAFETY AND HEALTH CONSORTIUM	Open	\$450.00	\$0.00		
03458		JOANN H. RASH					
26-01351	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
03495		ELIZABETH BYRNE					
26-01411	06/10/26	RETIRED MEDICARE SUPPLEMENT	Open	\$484.62	\$0.00		
03611		SERVICE TIRE TRUCK CENTERS ~					
26-01110	05/15/26	TIRES/RDS/SANT/RECY/DPW	Open	\$9,877.38	\$0.00		
03678		SMELTZER & SONS INC.*					
26-01390	06/05/26	STONE/DPW	Open	\$149.98	\$0.00		
03679		BARBARA SLONIS					
26-01336	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
03688		SOUTHERN NJ CHAPTER NIGP*					
26-01230	06/03/26	June 2026 QPA Meeting	Open	\$65.00	\$0.00		
03702		PAUL A. SMARGIASSI					
26-01252	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
03764		TCTANJ					
26-00679	03/31/26	STEPHANIE & JESSICA	Open	\$850.00	\$0.00		
03805		TOWNBANK VOLUNTEER FIRE CO.					
26-01233	06/04/26	2026 PRIMARY POLLING LOCATION	Open	\$450.00	\$0.00		
03834		CAPE MAY COUNTY TREASURER/HAVE					
26-00776	04/10/26	2026 PILOT MONIES 1ST QTR	Open	\$1,236.53	\$0.00		
26-01364	06/05/26	2026 PILOT MONIES 2ND QTR	Open	\$1,356.63	\$0.00		
		<b>Vendor Total:</b>		<b>\$2,593.16</b>			
03904		LOWE'S HOME CENTER INC*					
26-00937	04/28/26	PARTS/DPW	Open	\$372.47	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03935 26-01190	06/02/26	STAPLES BUSINESS ADVANTAGE* FS office chairs x3	Open	\$954.78	\$0.00		
03958 26-00458	02/26/26	DEBORAH VAN MOURIK RETIREE SUPPLEMENT 1200 PER	Open	\$1,596.80	\$0.00		B
03985 26-01081	05/13/26	VILLAS NAPA AUTO PARTS ~ RDS/RECY/SANT/DPW/APRIL	Open	\$5,114.85	\$0.00		
03992 26-00969	04/29/26	VAL-U AUTO PARTS LLC RDS/SANT/RECY/DPW	Open	\$887.74	\$0.00		
04075 26-01222	06/03/26	BARBER CONSULTING SERVICES LLC CLOUD BACKUP ANNUAL RENEWAL	Open	\$1,200.00	\$0.00		
04085 26-01412	06/10/26	CHRISTOPHER WINTER MEDICAL REIMBURSEMENT	Open	\$288.50	\$0.00		
04097 26-01142	05/22/26	CINTAS FIRST AID AND SAFETY* COURT CABINET SERVICE 5/2026	Open	\$20.54	\$0.00		
26-01285	06/04/26	RE-STOCK REC. DEPT. FIRST AID	Open	\$113.64	\$0.00		
26-01296	06/04/26	FIRST AID SUPPLIES/DPW/JUNE	Open	\$90.98	\$0.00		
26-01392	06/05/26	BOCA FIRST AID SUPPLIES	Open	\$60.77	\$0.00		
		<b>Vendor Total:</b>		<b>\$285.93</b>			
04235 26-01241	06/04/26	COLLEEN P GALLAGHER PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
04266 26-01441	06/10/26	NJ DEPT OF HEALTH&SENIOR SVCS May 2026 Dog License fees	Open	\$66.60	\$0.00		
04267 26-01303	06/04/26	UNITED STATES TREASURY Annual PCORI Excise Tax	Open	\$203.52	\$0.00		
04304 26-01213	06/03/26	MIKE ZYNDORF LLC* AIR LIFT VALVE/DPW	Open	\$125.45	\$0.00		
05064 26-01191	06/02/26	CAPE ISLAND GRAPHICS GRAPHICS/LETTERING ON NEW 120B	Open	\$460.00	\$0.00		
05083 26-01403	06/09/26	ALLEGRA MARKETING,PRINT & MAIL INDEPENDENCE DAY POSTERS	Open	\$155.00	\$0.00		
2023 26-00562	03/11/26	ATLANTIC TACTICAL INC DEFENSE TECH MK-3 STREAM OC	Open	\$1,145.30	\$0.00		
6059 26-01206	06/02/26	USABLE LIFE JUNE 2026 LIFE INS	Open	\$897.75	\$0.00		
6063 26-01202	06/02/26	CAPE MINING & RECYCLING, LLC WOOD CHPS/DPW	Open	\$349.25	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
6063		CAPE MINING & RECYCLING, LLC		<i>Account Continued</i>			
26-01295	06/04/26	WOOD CHIPS/DPW	Open	\$443.08	\$0.00		
		<b>Vendor Total:</b>		<b>\$792.33</b>			
6080		OMAHA STANDARD, LLC*					
26-01199	06/02/26	TRAP ELBOW/DPW	Open	\$309.37	\$0.00		
7005		JULIE OSBORN					
26-01262	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7012		Y-PERS, INC*					
26-01183	06/02/26	RAGS FOR GARAGE/SIGN SHOP	Open	\$700.00	\$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
7188		CHRISTINE CRAIG					
26-01249	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7190		STEPHEN W SHEFTZ					
26-01335	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7228		SOUTH STATE INC.					
25-02651	10/09/25	RES 2025-333 LTC047 RIDGEWOOD	Open	\$237,412.87	\$0.00		
26-01289	06/04/26	RES 2026-209 LTC047 RIDGEWOOD	Open	\$23,133.96	\$0.00		B
		<b>Vendor Total:</b>		<b>\$260,546.83</b>			
7291		WILLIAM FREDERICKSDORF					
26-01340	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7414		DANIELLE MORRISON					
26-01237	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7480		DENISE L JONES					
26-01269	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7585		SHARON A TAYLOR					
26-01271	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7587		JOSE SOTO					
26-01310	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7590		STEPHEN D ACKERMAN					
26-01261	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7598		DIANA MARVA MCNAIR					
26-01328	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7618		MEGONIGAL ELECTRIC LLC					
26-01212	06/02/26	RESTORED POWER/DPW	Open	\$1,650.00	\$0.00		
7665		JOHN BENIGNO					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7665		JOHN BENIGNO					
							<i>Account Continued</i>
26-01246	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7673		RANDI M ZIRING					
26-01325	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7688		DEBORAH A JOHNS					
26-01409	06/10/26	MEDICARE SUPPLEMENT	Open	\$3,000.00	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
24-02248	08/19/24	RES#24-261 CO#2 ROTARY LIGHTIN	Open	\$2,230.97	\$0.00		B
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$2,275.63	\$0.00		
25-02016	07/25/25	RES2025-260 LTC062 CARDINAL	Open	\$4,490.00	\$0.00		B
25-02648	10/08/25	RES 2025-338 LTC 047 RIDGEWOOD	Open	\$12,442.50	\$0.00		B
25-03033	11/14/25	RES#25-249 CO#3 PHASE II	Open	\$861.53	\$0.00		B
25-03082	11/21/25	RES 2025-380 LTC071 ARCTIC AVE	Open	\$1,310.00	\$0.00		B
25-03083	11/21/25	RES 2025-381 LTC074 LINCOLN BV	Open	\$1,080.00	\$0.00		B
25-03094	11/21/25	RES 25-383 CO #1 LTC070 DEL	Open	\$250.00	\$0.00		B
25-03095	11/21/25	RES 25-384 CO #1 LTC067 CLEM	Open	\$2,575.00	\$0.00		B
25-03230	12/04/25	RES 2025-396 LTC-071 ARCTIC	Open	\$35.00	\$0.00		B
26-00419	02/25/26	RES #2026-106 DPW BUILDING	Open	\$2,436.02	\$0.00		B
26-01077	05/13/26	CONSTRUCTION PHASE-RES-26-168	Open	\$7,157.50	\$0.00		B
26-01124	05/21/26	RES 2026-199 FY27 NJDOT APP	Open	\$2,500.00	\$0.00		
26-01221	06/03/26	ZBA BOARD ENGINEER VOUCHERS	Open	\$932.20	\$0.00		
		<b>Vendor Total:</b>		<b>\$40,576.35</b>			
7846		MARY E MCHUGH					
26-01355	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7848		ROBIN LINN					
26-01275	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
7902		BLUE360 MEDIA LLC ~					
26-01108	05/15/26	2026 NJ LAW & MV HANDBOOKS	Open	\$764.66	\$0.00		
7929		AMAZON CAPITAL SERVICES, INC ~					
26-00804	04/14/26	Furnishings office redo projct	Open	\$2,602.32	\$0.00		
26-00906	04/24/26	Mngr office redo prjt	Open	\$678.68	\$0.00		
26-01010	05/05/26	BOCA PRINTER INK	Open	\$68.02	\$0.00		
26-01080	05/13/26	Cases for Township Phones	Open	\$61.31	\$0.00		
26-01085	05/13/26	OFFICE SUPPLIES	Open	\$207.17	\$0.00		
26-01101	05/15/26	Manager office redo prjt	Open	\$75.84	\$0.00		
26-01192	06/02/26	OFFICE SUPPLIES	Open	\$233.54	\$0.00		
26-01197	06/02/26	TOWNHALL DECORATIONS FOR 250TH	Open	\$597.27	\$0.00		
26-01211	06/02/26	Table for DM office-redo prjt	Open	\$71.98	\$0.00		
26-01214	06/03/26	AIR CLEANER CASE ASSEMBLY	Open	\$15.98	\$0.00		
26-01306	06/04/26	250TH DECOR	Open	\$680.34	\$0.00		
		<b>Vendor Total:</b>		<b>\$5,292.45</b>			
7959		ALL PRO TEAM SPORTS					
26-01100	05/15/26	FOOTBALL PANTS & SHOULDER PADS	Open	\$1,825.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7959		ALL PRO TEAM SPORTS	<i>Account Continued</i>				
7960 26-01251	06/04/26	CATHY HOLT ROBINSON PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7962 26-01236	06/04/26	WILLIAM R HARTLEY SR PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
7966 26-01278	06/04/26	SUSAN REMER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8072 26-00467	02/27/26	JOHNSONS CONTROL SERCURITY * MAINTENANCE AGREEMENT 2026	Open	\$137.77	\$0.00		B
8107 26-01358	06/05/26	THERESE HILLER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8119 26-01150	05/26/26	WHOOSTER INC WHOOSTER LE SMS 7/22-7/21/2027	Open	\$238.00	\$0.00		
8175 26-01143	05/22/26	INTEGRITY INTERPRETING LLC COURT INTERPRETING 4/2026	Open	\$259.00	\$0.00		
8197 26-00264	01/28/26	GREAT AMERICAN FINANCIAL SERV LEASE MAIL MACHINE 1/26-12/26	Open	\$650.00	\$0.00		B
8211 26-00260 26-01129	01/28/26 05/22/26	CONFIRE FIRE PROT SERV LLC* REPAIR PROPOSAL/DPW NON COMPLIANCE REPAIR PROPOSAL	Open Open	\$258.50 \$909.00	\$0.00 \$0.00		
<b>Vendor Total:</b>				<b>\$1,167.50</b>			
8439 26-00077	01/13/26	J&D SERVICES LLC RES 26-48 FINAL FERT \$37,643	Open	\$3,538.00	\$0.00		B
8464 26-01226	06/03/26	JEREMY EMBS J.Embs reimbrsmnt TSI shipping	Open	\$153.03	\$0.00		
8503 26-01276	06/04/26	ANNE M NONEMAKER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8517 26-01397	06/09/26	STEWART BUSINESS SYSTEMS * FS 04/26-06/26	Open	\$167.06	\$0.00		
8575 26-01195 26-01208	06/02/26 06/02/26	FAMILY AUTO GLASS INSTALL WINDSHIELD/DPW WINDSHIELD	Open Open	\$500.00 \$400.00	\$0.00 \$0.00		
<b>Vendor Total:</b>				<b>\$900.00</b>			
8588 26-01256	06/04/26	DAVID CHARLES BRAND PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
8589		MARK S NATHAN					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8589		MARK S NATHAN					
26-01321	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8590		ROBERT H BASCO					
26-01366	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8596		JOHN ERDOSY					
26-01332	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8597		GEORGE SOMERS					
26-01309	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8599		WADE RINIER					
26-01242	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
8600		NANCI M BROGAN PIECARA					
26-01317	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8601		KEVIN F DAVIS					
26-01245	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
8604		CAROLYN L QUALTERS					
26-01329	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8608		NANCY SMARGIASSI					
26-01341	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8612		DONNA M DAVIS					
26-01350	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8721		BLANEY, DONOHUE, & CURIO, PC					
26-00080	01/13/26	RES 26-02 LABOR DNE 40K	Open	\$7,323.00	\$0.00		B
8795		MARC BRESLOW					
26-01315	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8796		LYNNE BRESLOW					
26-01314	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8797		SUSAN ROBERT					
26-01338	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8798		JOHN BRUSCO					
26-01318	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8800		MARK DELANO					
26-01250	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
8804		ARTHUR MILLER					
26-01345	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8809		JOSEPH SCARDONE					
26-01248	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8809		JOSEPH SCARDONE					<i>Account Continued</i>
8849 26-01103	05/15/26	HORNER ENTERPRISES LLC RES #2026-134 FAMILY FUN NITE	Open	\$1,750.00	\$0.00		
8850 26-00905	04/24/26	SERVEPRO HAZARDOUS WASTE CLEAN-UP 2026	Open	\$725.00	\$0.00		B
8877 26-01273	06/04/26	THERESA MCPHERSON PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8878 26-01274	06/04/26	ANNETTE WEIGELE PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8884 26-01334	06/05/26	ALAN WOLFERSBERGER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8885 26-01360	06/05/26	JANE A SENICO PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8889 26-01258	06/04/26	JAMES DI MARTINO PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
8891 26-01257	06/04/26	FRANK J URSINO PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
8895 26-01268	06/04/26	LEE SACHS PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8896 26-01383	06/05/26	MARY G PLACE PRIMARY ELECTION 6/2/26	Open	\$42.86	\$0.00		
8898 26-01330	06/05/26	DOROTHY C KNAPP PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8899 26-01372	06/05/26	GREGG RUDINSKI PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8902 26-01267	06/04/26	PATRICIA ROSENBERG PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8908 26-01406	06/09/26	COMCAST BUISNESS PHONES COMCAST MAY 2026 #905366178	Open	\$1,317.09	\$0.00		
8927 26-01398	06/09/26	TIM CASWELL SPRING SOCCER OFFICIAL	Open	\$180.00	\$0.00		
8973 26-01205	06/02/26	LEXIPOL LLC TRG ONLINE TRAINING RENEWAL	Open	\$14,139.74	\$0.00		
8982 26-01324	06/05/26	ALDA GROFESIK PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8982		ALDA GROFESIK					
							<i>Account Continued</i>
8983 26-01333	06/05/26	STEPHEN MULLOCK PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8984 26-01361	06/05/26	DENNIS CHIOCCHI PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8985 26-01348	06/05/26	CHARLOTTE D CHERRY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
8987 26-01260	06/04/26	ROBERT OENNING PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
9026 26-01287	06/04/26	STARR SEPTIC LLC LUXURY BATHROOM/DPW	Open	\$948.00	\$0.00		
9064 24-02564	09/27/24	INSIGHT PUBLIC SECTOR INC ~ RES 24-293 ALPR 6 EXP 2028	Open	\$71,874.00	\$0.00		B
9077 26-01354	06/05/26	SUZANNE MORGAN PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9078 26-01349	06/05/26	ELIZABETH FORAN-OWENS PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9079 26-01320	06/05/26	STANLEY MARKIEWICS PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9080 26-01356	06/05/26	ANDREW GRANDY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9083 26-01339	06/05/26	KATHY ROHRER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9140 26-01386	06/05/26	BILL MULLIGAN SPRING SOCCER OFFICIAL	Open	\$360.00	\$0.00		
9169 26-01404	06/09/26	EB EMPLOYEE SOLUTIONS LLC MAY 2026 DIFF CARD ADMIN	Open	\$3,812.75	\$0.00		
9187 26-01346	06/05/26	CATHY MURPHY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9192 26-01363	06/05/26	SUSAN WALTZ PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9194 26-01344	06/05/26	CONSTANCE EAGAN PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9197 26-01277	06/04/26	FRANK PLUMLEY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9199 26-01313	06/05/26	MARY MANYAK PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9200 26-01319	06/05/26	CHRIS KEMMERER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9201 26-01327	06/05/26	MICHAEL KIRK PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9202 26-01326	06/05/26	CHARLOTTE KORNICKI PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9203 26-01308	06/05/26	CLAUDETTE L SAVINO PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9279 26-00504	03/04/26	MUNICIPAL EMERGENCY SERVICES BALLISTIC VESTS FOR 2 RECRUITS	Open	\$3,176.00	\$0.00		
9282 26-01353	06/05/26	THOMAS SWIDER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9283 26-01381	06/05/26	BETTY JEAN WAGNER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9284 26-01357	06/05/26	LUCIA PELOSI PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9286 26-01352	06/05/26	KEVIN SWENOR PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9287 26-01343	06/05/26	SUSAN KATZ PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9289 26-01331	06/05/26	DEBBIE RAYNER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9290 26-01362	06/05/26	JAMIE LARNEY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9291 26-01279	06/04/26	DANIEL GILBERT PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9292 26-01280	06/04/26	MARJORIE MADONNA PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9293 26-01270	06/04/26	IRENE LOGLISCI PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9313 26-00943	04/28/26	PATRICK KNOX ENTERTAINMENT FAMILY FUN NIGHT 5/22/26	Open	\$1,300.00	\$0.00		
9391		IRON MOUNTAIN INCORPORATED					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9391		IRON MOUNTAIN INCORPORATED					
							<i>Account Continued</i>
26-01402	06/09/26	OFFSITE SHRED 4/22- 5/26/26	Open	\$393.83	\$0.00		
9408		IRENE GIBBONS					
26-01259	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
9409		LESLIE BAKER					
26-01347	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9411		KATHLEEN R RAGAN					
26-01322	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9445		TWIN ROCKS WATER					
26-01200	06/02/26	COURT WATER DELIVERY 5/2026	Open	\$23.98	\$0.00		
26-01228	06/03/26	WATER FOR REC CENTER-MAY	Open	\$23.98	\$0.00		
26-01290	06/04/26	BOCA WATER	Open	\$59.95	\$0.00		
26-01302	06/04/26	PD WATER DELIVERY 6-3-2026	Open	\$199.85	\$0.00		
26-01400	06/09/26	5/20/26 TOWNHALL WATER DELIVER	Open	\$95.92	\$0.00		
		<b>Vendor Total:</b>		<b>\$403.68</b>			
9453		CAPITAL ONE TRADE CREDIT					
26-00934	04/28/26	RDS/SIGN/BLDG/DPW	Open	\$559.01	\$0.00		
9474		ANDREW GROFF					
26-01264	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9475		ELDONNA ASHCROFT					
26-01272	06/04/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9476		BARBARA FEENEY					
26-01337	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9477		WILLIAM DONOHUE					
26-01311	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9479		KATHLEEN SJOLUND					
26-01316	06/05/26	PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
9485		BRAVEN HEALTH					
26-01207	06/02/26	JUNE 2026 RETIREE HEALTH	Open	\$29,144.46	\$0.00		
9498		NATIONAL TIME SYSTEMS, INC.					
26-01301	06/04/26	May time system	Open	\$242.25	\$0.00		
9527		Anthem Sports LLC					
26-00645	03/25/26	LINE CHALKER & PITCH MOUND	Open	\$3,178.28	\$0.00		
9541		WGH Consulting LLC					
26-01033	05/07/26	Grant Writing contract	Open	\$1,413.75	\$0.00		B
9548		Accurate Language Services					
26-01201	06/02/26	COURT INTERPRETING 2/2/2026	Open	\$666.15	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9548		Accurate Language Services					<i>Account Continued</i>
9550 26-01388	06/05/26	Sarah Young REIMBURSEMENT- CPR/AED/FIRSTAI	Open	\$200.00	\$0.00		
9551 26-01387	06/05/26	Gavin Ridgeway SPRING SOCCER OFFICIAL	Open	\$200.00	\$0.00		
AGHAK 26-01254	06/04/26	MARYAM AGHAKHANI PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
ANNWA005 26-01379	06/05/26	ANN WALKER PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
ANTON010 26-01376	06/05/26	ANTONIO NAVE PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
BREND005 26-01371	06/05/26	BRENDA LEONARD PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
DAVID005 26-01377	06/05/26	DAVID G PEACHEY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
DOM4591 26-01020	05/07/26	DOMINOS PIZZA 60 PIZZAS FOR LEAD DAY 5/29/26	Open	\$149.85	\$0.00		PC1
DOUGHE 26-01312	06/05/26	MARK DOUGHERTY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
DOUGHERT 26-01243	06/04/26	GEORGIA DOUGHERTY PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
FREAS 26-01307	06/05/26	JEAN FREAS PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
G-MUA 26-01443	06/10/26	LTMUA tax sale proceeds	Open	\$116,194.45	\$0.00		
HARTL 26-01263	06/04/26	WILLIAM HARTLEY, JR PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
HARTLEY 26-01238	06/04/26	CHRISTINE HARTLEY PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
JAMES005 26-01369	06/05/26	JAMES MICHAEL FEENEY PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
JANET005 26-01382	06/05/26	JANET BROWN PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
JANIC005 26-01370	06/05/26	JANICE SUTTON PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
JOANE005 26-01240	06/04/26	JOAN ELIASON PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
KAREN005 26-01365	06/05/26	KAREN A FELL PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
KEEND 26-01247	06/04/26	DOLORES RAMBO PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
LATOY005 26-01368	06/05/26	LATOYA AMBROSE PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
LISAA005 26-01380	06/05/26	LISA A NOXOLL PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
LOWER 26-01405	06/09/26	LOWER TOWNSHIP DIFF CARD USAGE MAY 2026	Open	\$25,987.17	\$0.00		
MARGA010 26-01378	06/05/26	MARGARET W WILLIAMS PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
MARIE010 26-01367	06/05/26	MARIE O ROURKE PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
MCCANN 26-01359	06/05/26	PEGGY MCCANN PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
MICHA010 26-01253	06/04/26	MICHAEL ELIASON PRIMARY ELECTION 6/2/26	Open	\$325.00	\$0.00		
MONIC005 26-01374	06/05/26	MONICA GANNON PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
MORNI 26-01265	06/04/26	CARRISE MORNICK PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
MORRIC 26-01266	06/04/26	CRAIG R MORRISON PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
ROBER005 26-01373	06/05/26	ROBERT W LODARCZYK PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
SMITHS 26-01323	06/05/26	SHEILA D SMITH PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
SUSAN015 26-01375	06/05/26	SUSAN JORDAN PRIMARY ELECTION 6/2/26	Open	\$300.00	\$0.00		
TACPR 26-01391	06/05/26	TAC PRINTING & MARKETING SERV* BOCA BUSINESS CARDS	Open	\$177.00	\$0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
P.O. #	PO Date	Description				

TACPR	TAC PRINTING & MARKETING SERV*	<i>Account Continued</i>				
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Total Purchase Orders: 259 Total P.O. Line Items: 0 Total List Amount: \$1,255,413.98 Total Void Amount: \$0.00

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

\_\_\_\_\_  
Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-219

Title: A RESOLUTION AMENDING RESOLUTION #2026-203, WHICH APPROVED EIGHT (8) CONCERT EVENTS FEATURING NINE (9) BANDS AND ESTABLISHED THE DATES ON WHICH THE CONCERTS WOULD BE HELD AT THE DRBA FERRY TERMINAL

WHEREAS, the Township of Lower is authorized by N.J.S.A. 40A:11-5(1)(a)(i) to enter into contracts for professional services without competitive bidding, when the need arises, provided that the award of such contracts is made public by resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play Law; and

WHEREAS, the Lower Township Recreation Department has scheduled eight (8) concert events, featuring nine (9) bands, to take place at the Delaware River and Bay Authority Ferry Terminal on the following dates and at the following costs:

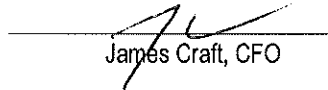
Band	Date	Cost
Soul Cruisers	7/08/2026	\$ 4,500.00
Split Decision	7/15/2026	\$ 4,000.00
Jimmy & The Parrots	7/22/2026	\$ 4,250.00
Legacy	7/29/2026	\$ 2,500.00
Fat Mezz	8/05/2026	\$ 4,750.00
Subliminal Message	8/12/2026	\$ 2,500.00
Amish Outlaws	8/12/2026	\$ 5,750.00
E Street Shuffle	8/19/2026	\$ 3,550.00
Don't Call Me Francis	8/26/2026	\$ 4,000.00
<b>TOTAL</b>		<b>\$35,800.00</b>

WHEREAS, the amounts of said contracts shall be in accordance with the services set forth in Exhibits A through I attached hereto; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds are available, as evidenced by his signature below:

Appropriation: \$24,000.00 6-01-30-420-259 Public Events-Concerts  
\$7,000.00 G-02-400-300-679 CMC Arts Grants  
\$4,700.00 T Donation Trust Fund Reserve-Donations

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 contracts are hereby awarded as per attached contracts:

AWARDED TO:	Steven Barlotta One (1) Concert	\$ 4,500.00
AWARDED TO:	Split Decision Music, LLC One (1) Concert	\$ 4,000.00
AWARDED TO:	Yeamon Music Inc. One (1) Concert	\$ 4,250.00
AWARDED TO:	Legacy Band, One (1) Concert	\$ 2,500.00
AWARDED TO:	Anthony Baker Entertainment, LLC One (1) Concert	\$ 4,750.00
AWARDED TO:	Amish Outlaws, LLC One (1) Concert	\$ 5,750.00
AWARDED TO:	Moshers Construction, One (1) Concert	\$ 2,500.00
AWARDED TO:	Asbury Entertainment, One (1) Concert	\$ 3,550.00
AWARDED TO:	Adoleo, Inc., One (1) Concert	\$ 4,000.00

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-203

Title: **A RESOLUTION SCHEDULING EIGHT (8) CONCERT EVENTS FEATURING NINE (9) BANDS TO BE HELD AT THE DRBA FERRY TERMINAL**

**WHEREAS**, the Township of Lower is authorized by N.J.S.A. 40A:11-5(1)(a)(i) to enter into contracts for professional services without competitive bidding, when the need arises, provided that the award of such contracts is made public by resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play Law; and

**WHEREAS**, the Lower Township Recreation Department has scheduled eight (8) concert events, featuring nine (9) bands, to take place at the Delaware River and Bay Authority Ferry Terminal on the following dates and at the following costs:

<u>Band</u>	<u>Date</u>	<u>Cost</u>
Soul Cruisers	7/8/2025	\$ 4,500.00
Split Decision	7/15/2025	\$ 4,000.00
Jimmy & The Parrots	7/22/2025	\$ 4,250.00
Legacy	7/29/2025	\$ 2,500.00
Fat Mezz	8/05/2025	\$ 4,750.00
Subliminal Message	8/12/2025	\$ 2,500.00
Amish Outlaws	8/12/2025	\$ 5,750.00
E Street Shuffle	8/19/2025	\$ 3,550.00
<u>Don't Call Me Francis</u>	<u>8/26/2025</u>	<u>\$ 4,000.00</u>
<b>TOTAL</b>		<b>\$35,800.00</b>

**WHEREAS**, the amounts of said contracts shall be in accordance with the services set forth in Exhibits A through I attached hereto; and

**WHEREAS**, the Chief Financial Officer has determined that sufficient funds are available, as evidenced by his signature below:

Appropriation: \$24,000.00 6-01-30-420-259 Public Events-Concerts  
\$7,000.00 G-02-400-300-679 CMC Arts Grants  
\$4,700.00 T Donation Trust Fund Reserve-Donations

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 contracts are hereby awarded as per attached contracts:

AWARDED TO:	<i>Barlotta</i> Steven Baralata One (1) Concert	\$ 4,250.00
AWARDED TO:	Split Decision Music, LLC One (1) Concert	\$ 4,000.00
AWARDED TO:	Yeamon Music Inc. One (1) Concert	\$ 4,250.00
AWARDED TO:	Legacy Band, One (1) Concert	\$ 2,500.00
AWARDED TO:	Anthony Baker Entertainment, LLC One (1) Concert	\$ 4,750.00
AWARDED TO:	Amish Outlaws, LLC One (1) Concert	\$ 5,750.00
AWARDED TO:	Moshers Construction, One (1) Concert	\$ 2,500.00
AWARDED TO:	Asbury Entertainment, One (1) Concert	\$ 3,550.00
AWARDED TO:	Adoleo, Inc., One (1) Concert	\$ 4,000.00

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on May 18, 2026.

Karen S. Fournier, Township Clerk

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

**RESOLUTION # 2026-220**

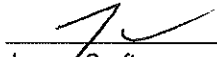
**Title: APPROVAL OF A PROFESSIONAL SERVICE CONTRACT WITH WIZARD'S FESTIVAL OF FUN INC. FOR THE TOWNSHIP OF LOWER'S INDEPENDENCE DAY CELEBRATION JULY 3, 2026 & SUMMER CONCERT SERIES AUGUST 12, 2026**

**WHEREAS**, the Township of Lower is given authority by N.J.S.A 40A:11-5 et seq to enter into contracts for "Professional Services" without competitive bidding, when the need arises so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay to Play law; and

**WHEREAS**, Al Belmont, President of Wizards Festival of Fun Inc. has provided a proposal for entertainment, including mechanical amusement rides for the Township of Lower's July 3<sup>rd</sup> Independence Day Celebration at a fee of \$7,000.00, and August 12, 2026 Summer Concert Series at a fee of \$16,000.00; and

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

Appropriation	<u>6-01-30-420-254</u>	Amount <u>\$7,000.00</u>
	<u>6-01-30-420-259</u>	Amount <u>\$16,000.00</u>

CFO Signature   
James Craft

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the attached contract, without public bidding be awarded to Wizard's Festival of Fun Inc for the entertainment (provide and operate mechanical rides) for the Township of Lower's July 3<sup>rd</sup> Independence Day Celebration at a fee of \$7,000.00, and August 12, 2026 Summer Concert Series at a fee of \$16,000.00.

**BE IT FURTHER RESOLVED** that a notice of Award of Professional Contract for the above award shall be published on the Township's Website.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

\_\_\_\_\_  
Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-221

Title: ANNUAL RENEWAL OF LIQUOR LICENSES FOR THE YEAR 2026-2027

**WHEREAS**, applications have been made by the persons, firms, and/or corporations hereinafter named for renewal of Plenary Retail Consumption Licenses, Plenary Retail Distributions Licenses and/or Club Licenses, heretofore granted by this issuing authority; and

**WHEREAS**, all requirements of the applicants have been met, including the payment of the required fees and all laws and regulations for the control of alcoholic beverages; and

**WHEREAS**, this governing body is of the opinion that said applications should be granted and licenses issued.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, the Municipal Issuing Authority, that the licenses be issued to the person, firms and/or corporations named on the attached Schedule "A" for the period of one year commencing July 1, 2026 through June 30, 2027.

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

**SCHEDULE "A"**

<u>Number</u>	<u>Name &amp; Address</u>	<u>Type</u>	<u>Amount</u>
0505-31-021-001	Lt. Charles Buddy Lewis Veterans Home Association 6 E. Delaware Parkway Villas, NJ 08251 t/a Lt. Charles Buddy Lewis Veterans	Club	\$150.00
0505-31-022-001	Stella Maris Home Association 324 Breakwater Road Cape May, NJ 08204 t/a Stella Maris Home Association	Club	\$150.00
0505-31-023-003	Villas Fishing Club, Inc. 301 Pennsylvania Ave. Villas, NJ 08251 t/a Villas Fishing Club	Club	\$150.00
0505-31-024-001	Sunset Beach Sportsmens Club 6 Sunset Blvd., Lower Township Cape May Point, NJ 08212 t/a Sunset Beach Sportsmens Club	Club	\$150.00
0505-31-026-003	Lower Township Moose Lodge #1054 Loyal Order of Moose 569 Seashore Road Cape May, NJ 08204 t/a Lower Township Moose Lodge #1054	Club	\$150.00
0505-31-029-001	Diamond Beach Beach Club 600 E. Raleigh Avenue Lower Township, NJ 08260 t/a Diamond Beach Beach Club	Club	\$150.00
0505-31-030-001	Grand Beach Club 600 E. Rochester Avenue Lower Township, NJ 08260 t/a Grand Beach Club	Club	\$150.00
0505-31-031-003	Greater Cape May Elks Lodge #2839 901 Bayshore Road Lower Township, NJ 08251 t/a Greater Cape May Elks Lodge #2839 Benevolent and Protective Order of the Elks of USA	Club	\$150.00
0505-31-032-001	Seapointe Village Master Association Inc. 9901 Seapointe Blvd Lower Township, NJ 08260	Club	\$150.00
0505-32-001-013	Cooks Liquor 3845 Bayshore Road N. Cape May, NJ 08204 t/a Gorman's Wines & Spirits	PRC (Broad C)	\$2,000.00
0505-33-003-009	Buttonwood Manor Inc. 3832 Bayshore Road Lower Township NJ 08204 t/a Red Brick Ale House & Grill	PRC	\$2,000.00
0505-33-004-006	Spicer Creek 1216 Route 109 Lower Township, NJ 08204 t/a Mayers Bar	PRC	\$2,000.00

0505-33-005-005	Cape May Pub Inc Rt. 9 Florence Avenue Lower Township, NJ 08204 t/a Cape May National Golf Club	PRC	\$2,000.00
0505-33-006-007	The Cold Spring Fish & Supply Co. Fisherman's Wharf, P.O. Box 497 Lower Township, NJ 08204 t/a Lobster House & Bar, The Raw Bar	PRC	\$2,000.00
0505-33-007-004	Two Mile Crab House, LLC Fish Dock Road Lower Township, NJ 08260 t/a Two Mile Crab House	PRC	\$2,000.00
0505-33-008-007	Port Marina, Inc 954 Ocean Drive Cape May, NJ 08204 t/a Port Marina Inc.	PRC	\$2,000.00
0505-33-009-010	Driftwood Cove LLC 1200 Route 109 Lower Township, NJ 08204 t/a Lucky Bones	PRC	\$2,000.00
0505-33-010-009	PM Properties Management Corp 3729 Bayshore Road Lower Township, NJ 08204 t/a 5 West Pub	PRC	\$2,000.00
<b>Special Conditions</b>	<b>The patio area may be open only for the hours of 12:00 noon until 10:00 p.m.</b>		
0505-33-011-007	Spyglass of Cape May. 970 Ocean Drive Lower Township, NJ 08204 t/a Mooncussers	PRC	\$2000.00
0505-33-012-015	RL Farms, Inc. 502 Sunset Boulevard Lower Township, NJ 08204 t/a Fish House	PRC	\$2,000.00
0505-33-015-012	HC Farms 926 Ocean Drive Lower Township, NJ t/a The Mad Viking	PRC	\$2,000.00
0505-33-016-007	Maypoint Hospitality Browning Avenue & Beach Drive Lower Township, NJ 08204 t/a Harpoons on the Bay	PRC	\$2,000.00
0505-33-017-008	PRJ2 LLC 5-7 W. Delaware Parkway Lower Township, NJ 08251 t/a The Local Tavern	PRC	\$2,000.00
0505-33-019-011	Panicos Secondo, LLC 991 Ocean Drive, Lower Township Lower Township, NJ 08204 t/a Panicos Secondo	PRC	\$2,000.00

0505-33-020-007	The Salty Siren LLC 9600 Pacific Ave., Lower Township Lower Township, NJ 08260 t/a Crest Tavern; East Coast Crest Tavern	PRC	\$2,000.00
0505-36-014-006	<b>Pier Beverage / Icona Ocean Blue</b> 9701 Atlantic Ave. Lower Township , NJ 08260 T/A Hotel Icona	PRC	\$2,000.00
<b>Special Conditions</b>	<b>This license shall be exercised only during such period of time as the establishment is in operation as a hotel/motel containing at least 100 sleeping rooms equipped furnished for accommodation of guests.</b>		
0505-44-013-007	Mattera's Liquor Corp. 908 Route 109 Lower Township, NJ 08204 t/a Joe Canals Discount Liquors of Cape May	PRD	\$1,200.00
0505-44-018-005	O'Doyle's Inc. 1900 Bayshore Road Villas, NJ 08251 t/a Villas Country Liquor Store	PRD	\$1,200.00
0505-44-028-005	Acme Markets Inc. 3845 Bayshore Road Lower Township, NJ 08204 t/a Acme	PRD	\$1,200.00

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

RESOLUTION #2026-222

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT WITH THE COUNTY OF CAPE MAY IN CONNECTION WITH THE ANNUAL VETERAN'S DAY PARADE AND THE TEMPORARY CLOSURE OF A PORTION OF BAYSHORE ROAD (CR603)

WHEREAS, on Saturday, November 7, 2026, the Township of Lower Recreation Department has scheduled the Annual Veteran's Day Parade; and

WHEREAS, in order to facilitate the anticipated event, the Township of Lower intends to close a portion of Bayshore Road (CR603) from Station Road to Fulling Mill Road (CR654) from 10:00 a.m. to 1:00 p.m.; and

WHEREAS, Bayshore Road (CR603) is owned by and under the jurisdiction of the County of Cape May; and

WHEREAS, the Township has requested, and the County has granted, approval for the temporary closure of a portion of Bayshore Road in connection with the Annual Veteran's Day Parade; and

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

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

Table with 8 columns: MOTION, SECOND, AYE, NAY, RECUSE, ABSTAIN, ABSENT. Rows for CONRAD, WAREHAM, ROY, COOMBS, SIPPEL.

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

## INDEMNIFICATION AGREEMENT

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

### RECITALS

Indemnitor has been permitted by Indemnitee to allow the Indemnitor to hold their **Annual Veteran's Day Parade on Saturday, November 7, 2026** (*hereinafter referred to as the "Event"*), on **Bayshore Road (CR603) from Station Road to Fulling Mill Road (CR654) from 10:00 a.m. to approximately 1:00 p.m.** owned by Indemnitee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents, volunteers and employees temporarily close a portion of **Bayshore Road (CR603)**. This permission is limited to participants, agents, volunteers and employees of the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor."

The Indemnitee has permitted these participants to **Close or Utilize County Road CR603** on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences,

whether property damage, personal injury or the like, occurring as a result of the "Event", provided the same are not caused by an intentional act or omission or sole negligence of the Indemnitee, its agents, contractors, employees or other representatives. Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

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

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

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

## **INDEMNIFICATION**

### **1. Incorporation of Recital by Reference.**

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

### **2. Scope.**

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

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

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

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

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

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

**3. Compliance with the Law.**

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

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

**4. Waiver and Release.**

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

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

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

**5. Severability.**

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

**6. Governing Law.**

This Agreement shall be deemed to be a contract under the laws of the State of New Jersey and for all purposes, including interpretation hereof and performance hereunder, shall be governed in accordance with the laws of the State of New Jersey. Any party bringing a legal action or proceeding against any other party arising out of or

relating to this Agreement shall bring legal action or proceeding in the Superior Court of New Jersey sitting in Cape May Court House, New Jersey.

**7. Term.**

The duties and obligations under this Indemnification Agreement shall remain in effect until the expiration of the applicable Statute of Limitations or other statute of repose and the duty of defend shall extend beyond such a period to the extent any claim for which indemnification is provided hereunder is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under **Township of Lower** scheduled to occur on **Saturday, November 7, 2026**.

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

SIGNED, SEALED AND

DELIVERED IN THE PRESENCE OF:

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

COUNTY OF CAPE MAY

\_\_\_\_\_  
Kevin Lare  
Administrator/Clerk of the Board

By: \_\_\_\_\_  
Leonard Desiderio  
Commissioner Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffery Lindsay, Esq.  
County Counsel

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

RESOLUTION #2026-223

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

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

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

**WHEREAS**, the Township of Lower intends to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the Township surplus property.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the surplus property as indicated on Schedule A on an online auction website.

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk



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

RESOLUTION #2026-224

Title: APPROVAL FOR WHALE OF A DAY FESTIVAL

WHEREAS, the Town Bank Property Owners Association have requested permission to host an event called "Whale of a Day Festival" on Clubhouse Drive on Saturday, July 11, 2026; and

WHEREAS, the Town Bank Property Owners Association have provided the Township with the necessary documents and have received permission for the street closure.

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/9/2026

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

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

<b>PRODUCER</b> Barnes Financial Group Inc. 11 S. New Middletown Road Media PA 19063-4601		<b>CONTACT NAME:</b> Richard Barnes <b>PHONE (A/C No. Ext):</b> 610-587-5835 <b>E-MAIL ADDRESS:</b> bfg1rick@comcast.net <b>FAX (A/G No):</b>	
<b>INSURED</b> Property Owners Association of Cape May Beach Inc. & Historic Town Bank Inc. 201 Clubhouse Drive Cape May NJ 08204		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> MESA UNDERWRITERS INSURANCE CO. NAIC # 36838 <b>INSURER B:</b> ATLANTIC STATES GROUP / LLOYDS 15792 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. \*LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. \*Not Applicable In WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 / CLAIM GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MP002900200852404	10/15/2025	10/15/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	PROPERTY (SPECIAL FORM) *			25ASC1310409	9/15/2025	9/15/2026	BUILDING	463,000
							CONTENTS	52,500
							DEDUCTIBLE	2,500

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

\* Includes Special Event 7/11/2026

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT (ENDORSEMENT IS ATTACHED)

<b>CERTIFICATE HOLDER</b> Township of Lower 2600 Bayshore Road Villas, NJ 08251	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE  
OR GOVERNMENTAL AGENCY OR SUBDIVISION  
OR POLITICAL SUBDIVISION – PERMITS  
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

The Township of Lower; 2600 Bayshore Road, Villas, NJ 08251

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

RESOLUTION #2026-225

Title: APPROVAL TO SUBMIT A GRANT APPLICATION MA-2027 – RESURFACING OF PARK BOULEVARD, MEMPHIS AVENUE, AND ROCHESTER AVENUE – 00173, AND EXECUTE A GRANT AGREEMENT FOR THE FY2027 MUNICIPAL AID PROGRAM (MA) WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

WHEREAS, the Township of Lower wishes to apply for to the Municipal Aid Program for grant MA-2027-Resurfacing of Park Boulevard, Memphis Avenue and Rochester Avenue – 00173.

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

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

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026

\_\_\_\_\_  
Karen S. Fournier, Township Clerk

**kfournier**

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

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Good morning,

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

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

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

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

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

Regards,

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

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

[www.deblasioassoc.com](http://www.deblasioassoc.com)

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

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

RESOLUTION #2026-226

Title: **A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF LOWER TOWNSHIP – NEW JERSEY FAMILY LEAVE ACT**

**WHEREAS**, on September 16, 2020, the Township Council of the Township of Lower approved Resolution #2019-288, formally adopting a "Personnel Policies and Procedures Manual;" and

**WHEREAS**, over the years, the Township of Lower has continuously reevaluated and amended its Personnel Policies and Procedures Manual to incorporate additional policies and/or amendments to existing policies to promote the health, safety, and general welfare of its employees; and

**WHEREAS**, the Township of Lower's Personnel Policies and Procedures Manual was most recently updated on November 3, 2025, in accordance with the approval of Resolution 2025-361; and

**WHEREAS**, upon further review, the Township of Lower has identified a need to amend the Personnel Policies and Procedures Manual to incorporate New Jersey Family Leave Act Amendments, copies of which are attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Personnel Policies and Procedures Manual of the Township of Lower be and hereby is amended to incorporate New Jersey Family Leave Act Amendments.

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

MATTHEW J. GIACOBBE, Partner  
[mgiacobbe@cgajlaw.com](mailto:mgiacobbe@cgajlaw.com)

Reply to: Oakland Office

To: Member Entities

From: Matthew J. Giacobbe, Esq.  
Nicholas DelGaudio, Esq.  
Fred Semrau, Esq.

Date: April 16, 2026

Re: New Jersey Family Leave Act Amendments to Necessitate Changes to Employee Handbook and Personnel Policies and Procedures Manual; Artificial Intelligence Optional Policy

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On January 17, 2026, outgoing Governor Murphy signed legislation that makes significant amendments to the New Jersey Family Leave Act ("NJFLA"). These changes go into effect on July 17, 2026, and necessitate minor revisions to the model personnel manual and employee handbook.

Essentially, the amendments to the NJFLA will decrease the amount of time that an employee needs to be employed before being eligible for NJFLA leave from one year to three months, while also reducing the number of hours the employee needs to have worked to be eligible for such leave from 1,000 hours in the preceding 12-month period to 250 hours. The amendments also lower the eligible employer threshold from 30 employees to 15 employees, although this change does not affect public entities, as all state and local government entities are already covered by the law regardless of size.

The amendments also provide that any employee who receives temporary disability benefits or Family Leave Insurance ("FLI") benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment. While this same protection already exists for those taking leave pursuant to the NJFLA and/or federal Family and Medical Leave Act ("FMLA"), this new provision opens up the possibility of additional job protection if a scenario should arise where the employee is not

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**Oakland Office: 169 Ramapo Valley Road, UL 105, Oakland, NJ 07436 Tel 973 845-6700 Fax 201 644-7601**  
Somerville Office: 50 Division Street, Suite 501, Somerville, NJ 08876 Tel 732 583-7474 Fax 908 524-0096  
Haddonfield Office: 255 Kings Highway East, Haddonfield, NJ 08033 Tel 732 583-7474 Fax 732 290-0753  
Matawan Office: 955 State Route 34, Suite 200, Matawan, NJ 07747 Tel 732 583-7474 Fax 732 290-0753

eligible for leave under the NJFLA or FMLA, is granted an unpaid leave of absence anyway, and is eligible to receive FLI or TDI benefits.

Enclosed we have provided the recommended redlined changes to the “New Jersey Family Leave” and “Family and Medical Leave” policies in the model Personnel Policies and Procedures Manual, as well as the recommended redlined changes to the “Family and Medical Leave” policy in the model Employee Handbook.

We urge you to consult with your entity's General or Labor Counsel regarding these recommended changes prior to the July 17, 2026 effective date of the law.

**F. Family and Medical Leave**

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The Employer shall provide family and medical leave in accordance with the federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). The Employer will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the employee and/or the Employer. The employee shall be afforded the most favorable rights if there is a conflict in the rights afforded to the employee under the laws.

**FMLA Leave** – The FMLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twelve (12) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
- e. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

In addition, eligible employees may take up to a combined total of twenty-six (26) unpaid workweeks in a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

**FMLA Eligibility** – To be eligible for FMLA leave, an employee must have: (i) worked for the Employer for at least twelve (12) months; (ii) worked at least 1,250 hours in the twelve (12) months immediately preceding commencement of the leave; and (iii) be employed at a worksite where the employer has at least fifty (50) employees within seventy-five (75) miles. The twelve (12) months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1,250 hours worked shall be determined according to the principles established under the Fair Labor Standards Act ("FLSA") for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201(b), married couples both employed by the Employer are limited to a combined total of twelve (12) weeks of leave during the applicable twelve (12) month period if the leave is taken for the birth of a child, or to care for such child after birth; for placement of a child with the staff member for adoption or foster care or in order to care for the child after placement; or to care for the staff member's parent with a serious health condition.

Returning from FMLA Leave – Upon return from FMLA leave, an employee shall be entitled to the position he/she held when the FMLA leave commenced, or to an equivalent position of like seniority, status, employment benefits, pay, and other conditions of employment. If the Employer experiences a reduction in force or layoff and the employee would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system, including a system under any collective bargaining agreement, the employee shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws.

Certification of Health Care Provider – The Employer expects that requests for FMLA leave for the purposes of the employee's own serious health condition, or to care for a family member with a serious health condition, shall be accompanied by a completed Certification of Health Care Provider (attached). Notwithstanding, following submission of a request for FMLA leave, an employee shall have up to fifteen (15) calendar days to provide the Employer with a completed Certification.

Prior to designating an employee for FMLA leave, he/she shall be required to provide the Employer with the attached FMLA Certification of Health Care Provider form, completed by the employee's and/or employee's family member's health care provider. The information contained in the completed Certification shall guide the Employer in appropriate designation of the employee's leave of absence. The Employer reserves the right to seek additional documentation necessary to initiate/continue an employee's FMLA leave, in accordance with applicable FMLA regulations.

FMLA Entitlement Period – The method to determine the twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will be a "rolling" twelve (12) month period measured backward from the date an employee uses any family leave.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time. *[municipality should include one of the following provisions: An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave, if such leave is unpaid, to the extent permissible by law. OR An employee may choose to use any available accumulated paid leave concurrently with the employee's FMLA leave.]*

Employment While on FMLA Leave – An employee designated for FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-

time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

Temporary Disability Insurance Benefits – An employee who is eligible for and receives State Temporary Disability Insurance (“TDI”) benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

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**NJFLA Leave** – The NJFLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twenty-four (24) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
  - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
  - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
  - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others; or

**NJFLA Eligibility** – To be eligible for NJFLA leave, an employee must have: (i) worked for the Employer for at least ~~twelve~~ three (3) months; and (ii) worked at least ~~1,000~~ 250 hours in the twelve (12) months immediately preceding commencement of the leave. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of

the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The Employer shall grant a family leave under the NJFLA to more than one employee from the same family at the same time, provided such employees are otherwise eligible for the leave. N.J.A.C. 13:14-1.12.

Employment While on NJFLA Leave – An employee designated for NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Entitlement Period – The method to determine the twenty-four (24) month period in which the twelve (12) weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four (24) month period measured backward from the date an employee uses any leave.

Intermittent and/or Reduced Schedule Leave – Requests for intermittent and/or reduced schedule leave under both the FMLA and the NJFLA shall be reviewed by the Employer on a case-by-case basis and in accordance with the federal and State laws and regulations promulgated thereto.

Relationship to Other Laws – If the employee is eligible for leave for reasons provided under both the FMLA and NJFLA, then the leave time taken shall be concurrent and be applied to both laws. In the event the reason for the family leave is recognized under one law and not the other law, the employee is eligible for each law’s leave entitlements within one twelve (12) month period. For example, an employee may use his/her FMLA leave for a twelve (12) week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve (12) weeks of FMLA leave, the employee would be eligible for a twelve (12) week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.

During any period of designated FMLA/NJFLA leave, the Employer shall continue an employee’s group health benefits in a manner consistent with that to which the employee received immediately preceding commencement of the FMLA/NJFLA leave. The employee is responsible to make all group health benefits contributions during his/her leave period, in accordance with Chapter 78, P.L. 2011, and any applicable collective negotiations agreement. If an employee does not return to work after his/her FMLA/NJFLA leave expires, the Employer is entitled to recover health insurance costs paid while the employee was on FMLA/NJFLA leave.

Following exhaustion and/or termination of the FMLA/NJFLA leave period, the Employer may continue an employee’s group health benefits, at the employee’s request. In the event that the employee determines to continue his/her group health benefits following a period

of designated FMLA/NJFLA leave, he/she shall be solely responsible for the full premium amount due.

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or FLA leaves.

The employee may be required to or may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. If the employee applies and is eligible for FLI benefits during his/her NJFLA leave, the employee will not be required to use accrued paid leave instead. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave.

An employee who receives Family Leave Insurance ("FLI") benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

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## NEW JERSEY FAMILY LEAVE

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The Employer provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act (NJFLA).

**Eligible Employees.** To be eligible for NJFLA leave, an employee must have worked at least ~~twelve (12)~~ <sup>three (3)</sup> months for the Employer and have worked at least ~~1,000~~ <sup>250</sup> hours for the Employer over the previous twelve (12) months.

**Qualifying Reasons for Leave.** An employee may take NJFLA leave to care for:

- A newly born or adopted child or a child placed into foster care with the employee, but the leave must start within twelve (12) months of the birth of the child or the placement of the child.
- A family member (sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship) with a serious health condition.
- In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
  - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
  - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
  - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

Leave taken to care for a newly born or adopted child or a child placed into foster care with the employee may be consecutive or intermittent and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

Leave Benefits. An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently when medically necessary.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Employer's operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

~~Depending on the purpose of the employee's leave, the~~ The employee may be required to or may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. ~~If the employee applies and is eligible for New Jersey Family Leave Insurance ("FLI") benefits [see "New Jersey Family Leave Insurance" section below] during his/her NJFLA leave, the employee will not be required to use accrued paid leave instead.~~ The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave. The Employer will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications. When requesting NJFLA leave, an employee must provide the Employer thirty (30) days' advance written notice. For employees requesting leave on an intermittent basis, at least fifteen (15) days advance written notice must be provided. If advance written notice is not possible because of an emergency, the employee must provide the Employer with reasonable oral notice and then follow up with written notice.

The employee also must give the Employer a medical certification supporting the need for leave. The Employer reserves the right to require second or third medical opinions and periodic re-certifications. The employee must also provide periodic reports during the leave regarding the employee's status and intent to return to work as deemed appropriate by the Employer. If an

employee fails to provide the required documentation, the Employer may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which case the absences will be treated in accordance with the Employer's standard leave of absence and attendance policies and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJFLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Benefits Protection. During a family leave of absence, the employee's health benefits will be maintained under the same conditions as if the employee continued to work. If the employee decides to return to work when his/her family leave of absence ends, the employee may be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee decides not to return to work when the family leave of absence ends, the employee may be required to reimburse the Employer for the health insurance premiums paid on his/her behalf during the leave of absence (except if the failure to return to work was caused by the continuation, recurrence, or onset of serious health condition which would entitle the employee to a leave of absence under the law or other circumstances beyond the employee's control).

With regard to any pension contributions, the employee must contact the human resources official to make payment arrangements concerning contributions or credits paid toward his/her pension benefits. Employees should consult with the Employer prior to taking an approved leave.

Returning to Work after NJFLA Leave. On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Employer's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Employer-provided leave available to him/her).

Retaliation Prohibited. The Employer and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The Employer encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of the human resources official.

New Jersey Family Leave Insurance. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a

monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee who receives Family Leave Insurance ("FLI") benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

An employee's job is not protected while receiving FLI benefits—unless the employee is eligible for leave under the FMLA, NJFLA, or is otherwise designated for an approved family leave of absence.

NJFLA Notice of Leave. Employees must provide the Employer with advance notice of need for leave, as follows:

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- At least thirty (30) days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.
- At least fifteen (15) days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.

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## FAMILY AND MEDICAL LEAVE

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In accordance with the federal Family and Medical Leave Act ("FMLA"), the Employer provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Employer's policies implementing the FMLA.

Leave Available. Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed forces, National Guard or Reserves on active duty status during the deployment to a foreign country, and or has been notified of an impending call to active duty status as such in support of a contingency operation.

In addition, eligible employees who are either spouse, son, daughter, parent or next of kin of a Covered Servicemember shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Servicemember. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member's initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

“Eligible Employee” means an individual who has been employed by the Employer for at least twelve (12) months, has worked at least 1,250 hours during the preceding twelve (12) month period, and is employed at a worksite with at least fifty (50) employees within seventy-five (75) miles of that worksite.

“Next of kin” means the nearest blood relative of the individual.

“Qualifying Exigency” covers a number of broad categories of reasons and activities, including short-notice deployment to a foreign country, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the employee.

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

“Serious Injury or Illness” means an injury or illness incurred by a Covered Service member in the line of duty or on active duty in the Armed Forces, National Guard of Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active duty service, that may render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Employer for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period.

**The twelve (12) month period shall be determined by using a rolling twelve (12) month period that commences with the first day of leave taken.**

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child’s birth or placement. If both spouses work for the Employer, they may only take a total of twelve (12) weeks between them during the twelve (12) month period in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition and a combined twenty-six (26) weeks in a single twelve (12) month period for military caregiver leave or a combination of military caregiver leave and other FMLA qualifying reasons. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee’s own illness or for the serious illness of the employee’s child.

Notice. When the leave is foreseeable, at least thirty (30) days’ advance notice to the Employer, in writing, is required. If thirty (30) days’ notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification. Where leave is taken to care for a family member with a serious health condition or because of the employee’s own serious health condition, medical certification is required and

periodic recertification may be required. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work will be required.

The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer. If the second healthcare provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Service member to support such leave.

**Absent unusual circumstances, medical certifications must be provided within fifteen (15) days. The Employer will also require periodic status reports from employees concerning their intended return date.**

Failure to provide requested documentation may result in denial of leave. The Employer may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Employer may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time. *[municipality should include one of the following provisions: An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave, if such leave is unpaid, to the extent permissible by law. OR An employee may choose to use any available accumulated paid leave concurrently with the employee's FMLA leave.]*

Coordination with other Leave Policies. The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law.

Intermittent Leave. When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Service member may be taken on an intermittent or reduced work schedule basis. The employee and employer shall attempt to work out a schedule for such leave that meets the employee's needs without unduly disrupting the employer's operations, subject to the approval of the employee's health care provider. The Employer may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule.

Employment and Benefits Protection. During the leave, health benefits will continue for up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

If paid leave is substituted for unpaid FMLA leave, the Employer will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee must pay his/her portion of the premium in accordance with a payment method that is devised and mutually agreed upon between the employee and the Employer.

Employees should consult with their Department Head and human resources official prior to taking an approved leave. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums. With regard to the employee's contribution portion of his/her health benefits pursuant to Chapter 78, P.L. 2011 and any voluntary supplemental benefits that the employee may have, the employee is solely responsible for making payment arrangements with the Employer or for any voluntary benefits, to the respective insurance company. Your healthcare coverage may cease if your premium payment is more than thirty (30) days late. With regard to any pension contribution that you may have, you must contact the human resources official to make payment arrangements concerning contributions or credits paid toward your pension benefits. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Employer within two (2) business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment. Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a seventy-five (75) mile radius of that work site) at the beginning of their leave may not be

returned to their former or equivalent position if restoration will cause substantial economic injury to the Employer. Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the Employer before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The Employer will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

Family Temporary Disability. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee who is eligible for and receives State Temporary Disability Insurance ("TDI") benefits during a leave or FLI benefits during a leave shall be entitled to be restored by the employer to the position held by the employee when the leave commences or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment.

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

RESOLUTION #2026-227

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, [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 \$50,000 is authorized and chargeable to the 2026 Budget account 6-01-23-220-412.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

Name	Amt
BARCAS JR, WILLIAM	2,500.00
BOSKO, APRIL	2,500.00
BOYLE Jr, KEVIN	2,500.00
DELGUDICE, CATHERINE	2,500.00
DOUGLASS, GARY	2,500.00
DOUGLASS, JEFFREY M	2,500.00
FAIRMAN, THOMAS	2,500.00
FORESTIRE, ZANE	2,500.00
GRETO, ANTHONY T	2,500.00
HEGARTY, ADAM	2,500.00
KELLEHER, WILLIAM	2,500.00
KOCIS III, WILLIAM T	2,500.00
LEWIS, CHRISTINE	2,500.00
MULLIN, MICHAEL	2,500.00
NUSCIS, MICHAEL T	2,500.00
PLENN, MITCHELL B	2,500.00
REMENTER JR, JOSEPH G	2,500.00
RYAN, CHARLES J	2,500.00
VANAMAN JR, DONALD	2,500.00
WEST, ANDREW	2,500.00

50,000.00

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

RESOLUTION #2026-228

Title: AUTHORIZING PAY OUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has retired from the Township and is entitled to payment for accumulated vacation, sick and compensatory and personal time; and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by his signature,  that adequate funding is available for accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a revised payment due to Steve Goodroe in the amount of \$1591.59 is authorized and chargeable to the Reserve for Accumulated Absences.

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER  
 RETIREMENT PAYOUT ANALYSIS  
 DATE:

EMPLOYEE: Goodroe, Steven  
 DATE OF RESIGNATION: 6/5/2026  
 DATE OF PAYMENT: \_\_\_\_\_  
 RESOLUTION #: \_\_\_\_\_

Annual Salary:	\$40,560.00
Hourly Rate:	\$19.50
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	19.50	0.00
Personal	(2.56)	19.50	(49.92)
Sick	0.00	19.50	0.00
Vacation	84.18	19.50	1,641.51
Other			
<b>Terminal Leave Payout</b>			<b>\$1,591.59</b>

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)	
	Carryover	Annual	22 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp	0.00	0.00	0.42		0.00	0.00	
Personal	0.00	32.00	0.42	13.44	16.00	(2.56)	
Sick	44.50	120.00	0.42	28.25	64.00	0.00	N/A
Vacation	86.50	104.00	0.42	43.68	46.00	84.18	
						Days	

Accrual and time used are current to 06/05/26\_subject to change if time is used or not currently reported.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Treasurer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

RESOLUTION #2026-229

Title APPROVAL OF CHANGE ORDER #1 FOR R. MAXWELL CONSTRUCTION COMPANY INC. FOR FY2024 NJDCA SMALL CITIES PROGRAM MUNICIPAL POOL BUILDING REPLACEMENT PROJECT (LT-C-063)

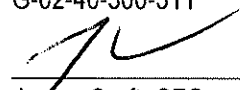
WHEREAS, R. Maxwell Construction Company Inc. was awarded the FY2024 NJDCA Small Cities Program Municipal Pool Building Replacement Project (LT-C-063) on February 2, 2026 for \$785,000 by Resolution #2026-79; and

WHEREAS, Change Order #1 is for all work related to the temporary relocation of pool equipment to exterior next to the shed along with underground electrical service which will result in an increase of \$52,111.84; and the total contract will be \$837,111.84; and

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

Appropriation #: G-02-40-300-311

CFO 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 Change Order #1 for Maxwell Construction Company Inc., attached hereto in the amount of \$52,111.84 is hereby approved and increasing the contract total to \$837,111.84.

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk



# Change Order

Project Information	Change Order
<b>PROJECT #:</b> 5504 <b>PROJECT NAME:</b> Lower Township Pool Building <b>ADDRESS:</b> Winslow Ave & Rose Hill Pkwy	<b>RCO #:</b> 1 <b>DATE:</b> 05/11/26 <b>FO/WO Ref:</b> 1 <b>SUBJECT:</b> Pool Equipment Temp Relocate

General Contractor	Owner
<b>CONTACT:</b> David Maxwell <b>COMPANY:</b> R. Maxwell Construction Co. <b>ADDRESS:</b> 206 West Delilah Road Pleasantville, NJ 08232 <b>PHONE:</b> (609) 646-6699 <b>FAX:</b> (606) 641-1857	<b>COMPANY:</b> Lower Township <b>ADDRESS:</b> 2600 Bayshore Road Villas, NJ 08251 <b>PHONE:</b> (609) 886-2005

**Description of Proposed Change**  
 Temp relocation of pool equipment to exterior next to the shed along with underground electrical service with a permanent exterior meter and panel built on unistrut / Bonding temp pool equipment / Back feed new pool building with sub panel.

COST CODE	DESCRIPTION	AMOUNT
	Sitework Excavation	\$6,536.00
	Sitework relocate filter tanks	\$3,218.00
	Pool Equipment	\$15,000.00
	Electrical	\$19,900.00

**Subtotal: \$44,654.00**

<b>SUB O/P</b>	\$5,409.50	<input checked="" type="checkbox"/>	<b>Amount</b>	\$5,409.50
<b>RMC O/P</b>	\$2,048.34	<input checked="" type="checkbox"/>	<b>Amount</b>	\$2,048.34

**Net Amount of this Proposed Change: \$52,111.84**

**Net Change in Working Days due to this Proposed Change: Add 20 Days**

This document, when fully executed, as accepted, shall constitute authorization to proceed with the work described herein.

*Submitted:*  
**R. Maxwell Construction Co.**

*Accepted By:*  
 Owner: \_\_\_\_\_  
 Lower Township Date

Signed By: \_\_\_\_\_  
 David Maxwell

Architect: \_\_\_\_\_  
 DeBlasio & Associates Date



Bid/Project# 010726 CO1

Estimate Detail  
**Lower Municipal Pool Building**

Page 1 of 1  
 Date 5/11/2026 1:16:36 PM  
 ED-20

Quantity	UOM	Material	Labor	Subcontract	Equipment	OTHER	Total
1.000	LS	0.00	0.00	15,000.00	0.00	0.00	15,000.00
Temp relocate pool equipment to new 5'x8' Concrete pad							
<b>Total: Specialties</b>							
1.000	LS	0.00	0.00	19,900.00	0.00	0.00	19,900.00
Underground new service to exterior permanent meter and panel							
<b>Total: Electrical</b>							
1.000	LS	0.00	4,736.00	0.00	1,800.00	0.00	6,536.00
Excavation / Backfill for new underground service							
1.000	LS	0.00	2,368.00	0.00	850.00	0.00	3,218.00
Temporary relocate sand filters							
<b>Total: Earthwork</b>							
Total Base Estimate							
0.00		0.00	7,104.00	34,900.00	2,650.00	0.00	44,654.00
Base Amount							
Sub O/P							
RMC O/P							
Total Estimate							52,111.84



## **PROPOSAL**

*R. Maxwell Construction*  
Lower Township Municipal Pool

**SCOPE OF PROJECT:** Temporary move and re-plumbing of pool equipment

- Disconnect all plumbing, pumps and filters in pump room. Including chlorine tank, acid tank and respective pumps.
- Pour a 5'x8' concrete pad for filters and pumps to sit on. Filters to be moved (full) by R. Maxwell.
- Plumb from demarcation site to temporary equipment pad. Includes all P.V.C. pipe and fittings, as well as tees and valves, for simple change over for moving equipment back.

**TOTAL: \$15,000.00**

**USA POOLS, LLC**  
**Construction Division**  
833 Route 9 North  
CMCH, NJ 08210  
609-675-1189 (office)  
lbraun@usapoolsllc.com

**Service Division**  
3101 Dune Drive  
P.O. Box 367  
Avalon, NJ 08202  
609-368-1900 (office)  
usapoolsllc@comcast.net

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Tom Braun, USA POOLS, LLC

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R. Maxwell Construction





105 Morris Ave  
 Landisville, NJ 08326  
 856-507-0899  
 NJ License No.15084

# Estimate

Date	Estimate #
5/6/2026	26-9913E

Name / Address
R. Maxwell Construction 206 West Delilah Road Pleasantville, NJ 08232

P.O. No./Job Name

Description	Qty	Total
<p>wiring,communication/data cabling and devices,cleaning,re-lamping,and/or re-ballasting of existing light fixtures unless specifically indicated above, and/all mechanical equipment including,equipment disconnect switches,heat trace equipment and controllers,heaters,exhaust fans,drives and VFDs. EV chargers, EV charger equipment,oscilloscope testing,power quality studies,ground resistance testing, NETA testing,any/all changes/omissions to understood scope of work and liquidated damages.</p> <p>Wiring Methods: Regardless of specifications the primary wiring method for the basis of this bid will be MC cable exposed and concealed. Where subject to physical damage EMT conduit would be used up to 10' AFF. In any case the wiring method will comply with NEC and the AHJ.</p> <p>Work:            This quotation is based upon a typical work week schedule as follows: Monday through Friday, 7:00am through 3:30pm-exclusive of holidays. Any/all changes to this work schedule shall be deemed an extra. Any/all work stoppage or schedule compression not in the direct control of Lee-Way Electrical LLC shall be deemed an extra.</p> <p>General Conditions:            1. Lee-Way Electrical LLC shall not be held liable for errors or omissions in designs of others, nor inadequacies of materials and equipment specified or supplied by others.</p>		
		<b>Subtotal</b>
		<b>Sales Tax (0.0%)</b>
		<b>Total</b>

Office Phone 856-507-0899
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105 Morris Ave  
 Landisville, NJ 08326  
 856-507-0899  
 NJ License No.15084

# Estimate

Date	Estimate #
5/6/2026	26-9913E

Name / Address
R. Maxwell Construction 206 West Delilah Road Pleasantville, NJ 08232

P.O. No./Job Name

Description	Qty	Total
2. Equipment and material supplied by Lee-Way Electrical LLC are warranted only to the extent that the same are warranted by the manufacturer of such materials and equipment. 3. Lee-Way Electrical LLC shall not be liable for indirect loss or damage. 4. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at an additional cost. 5. If a formal contract is required, its' conditions must not deviate from this proposal without prior approval. 6. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void. 7. The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the above referenced contract documents. 8. Our price is based upon receiving a standard form AIA or other mutually agreeable contract/subcontract containing mutually agreeable terms and conditions within 15 days of this bid. We reserve the right to withdraw our bid, without recourse, prejudice or damage to Lee-Way Electrical LLC. in the absence of a mutually agreeable subcontract executed within 15 days of this bid 9. Leeway Electrical LLC will not mobilize until signed contracts are in place. 10. No change orders are performed until billable approvals are received by Leeway Electrical LLC office. 11. By signing this proposal the customer agrees to allow Leeway Electrical LLC to conduct an employee work place substance testing program.		
		<b>Subtotal</b>
		<b>Sales Tax (0.0%)</b>
		<b>Total</b>

Office Phone 856-507-0899
------------------------------



105 Morris Ave  
 Landisville, NJ 08326  
 856-507-0899  
 NJ License No.15084

# Estimate

Date	Estimate #
5/6/2026	26-9913E

Name / Address
R. Maxwell Construction 206 West Delilah Road Pleasantville, NJ 08232

P.O. No./Job Name

Description	Qty	Total
<p>Terms of payment: Payment terms dictated per specifications for Public Contract work via AIA G702/G703</p> <p>Once signed this is a legal binding contract.            Upon acceptance, please sign below, initial all corresponding pages and return to:            856-507-0895 or leewayelectric@gmail.com</p> <p>Signature: _____</p> <p>Print: _____</p> <p>Date: _____</p>		
<b>Subtotal</b>		\$19,900.00
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$19,900.00

Office Phone 856-507-0899
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TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-230

Title: A RESOLUTION AUTHORIZING A TEMPORARY REDUCTION IN FEES FOR POOL PASSES AT THE TOWNSHIP OF LOWER MUNICIPAL POOL FOR THE 2026 CALENDAR YEAR

WHEREAS, the Township of Lower owns and operates a municipal pool facility for the use and enjoyment of Township residents and members of the public; and

WHEREAS, the Township is in the process of renovating the existing pool clubhouse located on site at the municipal pool facility; and

WHEREAS, construction-related issues arose during the course of the clubhouse renovation project, resulting in the Township's decision to temporarily close the pool while the Township evaluated available options to address the circumstances; and

WHEREAS, the Township has evaluated available options and has agreed upon a course of action intended to ensure that the pool will be open during the 2026 calendar year; and

WHEREAS, due to the construction-related circumstances, the reduced and/or impaired use of the pool facility, and the public interest in maintaining access to the pool during the 2026 season, the Township Council desires to temporarily reduce pool pass fees for the 2026 summer season.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township Council hereby supports and authorizes the introduction of an ordinance to codify a temporary reduction in pool pass fees for the Township of Lower Municipal Pool for the 2026 summer season, as follows:

Fee Category	Current Fee	Temporary 2026 Fee
Seasonal Pass, Single	\$30	\$15
Seasonal Pass, Family	\$30	\$15
Daily Pool Pass, individuals 16 years of age and older	\$5	\$3
Daily Pool Pass, children under 16 years of age	\$3	\$2

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-231

Title: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY

WHEREAS, the Township owns and operates a municipal pool for the use and benefit of Township residents and members of the public; and

WHEREAS, the poolhouse serving the Township municipal pool is presently in the process of being reconstructed, and restroom facilities are not presently available on site for use by pool patrons, employees, and other members of the public utilizing the municipal pool facility; and

WHEREAS, the County of Cape May owns a portable, handicap-accessible restroom trailer which is available to be utilized to provide temporary restroom facilities during the pendency of the Township's poolhouse reconstruction project; and

WHEREAS, the County of Cape May has agreed to permit the Township of Lower to temporarily utilize its portable, handicap-accessible restroom trailer at the Township's municipal pool until such time as the poolhouse reconstruction project is complete and permanent restroom facilities are again available on site; and

WHEREAS, the Township has agreed to assume responsibility for the placement, use, operation, maintenance, cleaning, inspection, security, and all other aspects associated with the Township's temporary use of the portable handicap accessible restroom trailer while it remains in the Township's possession, custody, or control; and

WHEREAS, the Township Council of the Township of Lower desires to enter into a Shared Services Agreement with the County of Cape May for the temporary use of the County's portable, handicap-accessible restroom trailer until such earlier time as the Township's poolhouse reconstruction project is complete and restroom facilities are again available on site, subject to the terms and conditions set forth in the Agreement attached to this Resolution.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Shared Services Agreement between the Township of Lower and the County of Cape May attached hereto be and is hereby authorized and accepted, and that the proper officials of the Township of Lower are authorized to execute said agreement.

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on June 15, 2026.

Karen S. Fournier, Township Clerk

**SHARED SERVICE AGREEMENT**

BY AND BETWEEN

**THE TOWNSHIP OF LOWER**

AND

**THE COUNTY OF CAPE MAY**

DATED

---

A SHARED SERVICE AGREEMENT BY AND BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY AUTHORIZING THE TOWNSHIP'S TEMPORARY USE OF THE COUNTY'S PORTABLE HANDICAP ACCESSIBLE RESTROOM TRAILER AT THE TOWNSHIP MUNICIPAL POOL

**THIS SHARED SERVICE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the **TOWNSHIP OF LOWER** (“Township”), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251, and the **COUNTY OF CAPE MAY** (“County”), a body public and corporate of the State of New Jersey, having administrative offices at 4 Moore Road, Cape May Court House, New Jersey 08210, and who may collectively be denominated as the “Parties” in this Agreement, and each may be called, separately, a “Party.”

*WITNESSETH:*

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

**WHEREAS**, the Township owns and operates a municipal pool for the use and benefit of Township residents and members of the public; and

**WHEREAS**, the poolhouse serving the Township municipal pool is presently in the process of being reconstructed, and restroom facilities are not presently available on site for use by pool patrons, employees, and other members of the public utilizing the municipal pool facility; and

**WHEREAS**, the County owns a portable handicap accessible restroom trailer which may be utilized to provide temporary restroom facilities during the pendency of the Township’s poolhouse reconstruction project; and

**WHEREAS**, the County has agreed to permit the Township to temporarily utilize the County’s portable handicap accessible restroom trailer at the Township municipal pool until such time as the poolhouse reconstruction project is complete and permanent restroom facilities are again available on site; and

**WHEREAS**, the Township has agreed to assume responsibility for the placement, use, operation, maintenance, cleaning, inspection, security, and all other aspects associated with the Township’s temporary use of the portable handicap accessible restroom trailer while it remains in the Township’s possession, custody, or control; and

**WHEREAS**, in an effort to ensure that the expectations of the Parties relative to the Township’s temporary use of the County’s portable handicap accessible restroom trailer are acknowledged and understood, the Parties have elected to reduce same to the form of this written Agreement; and

**WHEREAS**, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Township and County have negotiated this Agreement and deem it

necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both Parties.

**NOW THEREFORE**, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement:

1. **PREAMBLE:** All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

2. **PURPOSE.** The purpose of this Agreement is to authorize the Township's temporary use of the County's portable handicap accessible restroom trailer at the Township municipal pool during the period in which the Township's poolhouse is being reconstructed and permanent restroom facilities are not otherwise available on site.

3. **TERM OF THE AGREEMENT:**

A. This Agreement shall become effective upon execution by the last Party to sign this Agreement and shall continue in effect until the earlier of:

i. Completion of the Township's poolhouse reconstruction project and restoration of permanent restroom facilities at the municipal pool;

ii. Return of the portable handicap accessible restroom trailer to the County;  
or

iii. Termination of this Agreement in accordance with Section 7 herein.

B. The Township shall notify the County upon completion of the poolhouse reconstruction project and shall coordinate the prompt return of the portable handicap accessible restroom trailer to the County.

C. Unless otherwise agreed to in writing by the Parties, the Township's right to use the portable handicap accessible restroom trailer shall be temporary only and shall not extend beyond the period reasonably necessary to provide restroom facilities during the pendency of the poolhouse reconstruction project.

4. **TOWNSHIP RESPONSIBILITIES:**

A. The Township shall be solely responsible for the placement, use, operation, maintenance, cleaning, inspection, servicing, security, and supervision of the portable handicap accessible restroom trailer while it is in the Township's possession, custody, or control.

- B. The Township shall be responsible for all costs and expenses associated with its temporary use of the portable handicap accessible restroom trailer, including but not limited to cleaning, sanitizing, stocking, supplying, pumping, utility connections, site preparation, maintenance, repairs necessitated by the Township's use, and any other expenses associated with the trailer's placement and operation at the Township municipal pool.
- C. The Township shall ensure that the portable handicap accessible restroom trailer is maintained in a clean, sanitary, safe, and orderly condition during the entire period of the Township's use.
- D. The Township shall ensure that the placement, connection, operation, maintenance, and use of the portable handicap accessible restroom trailer complies with all applicable federal, State, county, and local laws, regulations, ordinances, codes, health requirements, safety requirements, and manufacturer specifications.
- E. The Township shall be solely responsible for determining the appropriate location for the portable handicap accessible restroom trailer at the municipal pool and for ensuring that such location is safe, accessible, and suitable for the trailer's intended temporary use.
- F. The Township shall not permit the portable handicap accessible restroom trailer to be relocated from the Township municipal pool without the prior written consent of the County, except in the event of an emergency or safety concern requiring immediate relocation.
- G. The Township shall not alter, modify, damage, encumber, sell, lease, assign, lend, or otherwise transfer the portable handicap accessible restroom trailer to any third party.
- H. The Township shall promptly notify the County of any damage to, malfunction of, or material issue involving the portable handicap accessible restroom trailer.
- I. Upon completion of the poolhouse reconstruction project, or upon termination of this Agreement, the Township shall return the portable handicap accessible restroom trailer to the County in good condition, reasonable wear and tear excepted.

5. **COUNTY RESPONSIBILITIES:**

- A. The County shall make available to the Township, at no cost to the Township, one portable handicap accessible restroom trailer owned by the County for temporary use at the Township municipal pool.
- B. The County shall cooperate with the Township to coordinate the delivery, transfer, or pick-up of the portable handicap accessible restroom trailer at a mutually convenient time and location.
- C. The County shall not be responsible for the maintenance, cleaning, inspection, operation, supervision, staffing, security, supplies, utilities, servicing, pumping, repair, or any other aspect of the use of the portable handicap accessible restroom trailer while it is in the possession, custody, or control of the Township, except as may be expressly agreed to in writing by the Parties.
- D. The County makes no representation or warranty, express or implied, regarding the suitability of the portable handicap accessible restroom trailer for any particular purpose, except that the County is the owner of the trailer and has agreed to permit the Township's temporary use of same in accordance with this Agreement.

6. **OWNERSHIP; NO PROPERTY INTEREST:**

- A. The Parties acknowledge and agree that the County is permitting the Township to temporarily use the portable handicap accessible restroom trailer without charge. The Township shall not be required to pay the County any rental fee, use fee, or other consideration for the temporary use of the trailer; however, the Township shall remain responsible for all costs and expenses associated with its use of the trailer as set forth herein.
- B. The portable handicap accessible restroom trailer shall remain the sole personal property of the County at all times. Nothing herein shall be construed to transfer ownership of the portable handicap accessible restroom trailer to the Township.
- C. Nothing herein shall be construed to create a lease, easement, tenancy, or other property interest in favor of either Party. This Agreement grants only limited temporary permission for the Township to use the County's portable handicap accessible restroom trailer in accordance with the terms set forth herein.

7. **TERMINATION:**

- A. This Agreement may be terminated by either Party, for any reason or no reason, upon thirty (30) days' written notice to the other Party.

B. In the event of a material breach by either Party, the non-breaching Party may provide written notice specifying the breach. The breaching Party shall have fifteen (15) days from receipt of such notice to cure the breach, or, if the breach is not capable of cure within fifteen (15) days, to commence cure within such fifteen (15) day period and diligently pursue cure to completion. If the breach is not cured, the non-breaching Party may terminate this Agreement upon written notice, effective immediately.

C. Upon termination of this Agreement, the Township shall promptly cease use of the portable handicap accessible restroom trailer and return same to the County.

8. **INSURANCE AND INDEMNIFICATION:** The Parties represent that each is insured for liability purposes and agree to remain insured for so long as this Agreement remains in effect. Prior to the Township's use of the portable handicap accessible restroom trailer, the Township shall provide the County with a certificate of insurance evidencing coverage customary for its operations, including general liability coverage.

To the extent permitted by its insurance carrier, the Township shall name the County as an additional insured with respect to claims arising out of the Township's placement, use, operation, maintenance, cleaning, inspection, servicing, security, supervision, and return of the portable handicap accessible restroom trailer under this Agreement.

The Township shall indemnify, defend, and hold harmless the County, and its officers, employees, agents, and representatives, from and against any and all claims, demands, liabilities, causes of action, complaints, suits, damages, penalties, fines, judgments, losses, costs, and expenses, including without limitation reasonable attorneys' fees, court costs, consultants' fees, and experts' fees, arising out of or related to the Township's placement, use, operation, maintenance, cleaning, inspection, servicing, security, supervision, or return of the portable handicap accessible restroom trailer, and/or any acts or omissions of the Township, its officers, employees, agents, contractors, invitees, or members of the public using the trailer, except to the extent caused by the negligence or willful misconduct of the County. Nothing in this Agreement shall be construed as requiring the County to indemnify the Township except to the extent required by law for the County's own negligent acts or omissions.

Nothing herein shall be deemed a waiver of any defenses, immunities, or limitations of liability available to either Party under applicable law, including the New Jersey Tort Claims Act.

9. **ASSIGNMENT:** The rights and the obligations under this Agreement shall not be assigned by either party without the express written consent of the other.

10. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**11. ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

**12. SEVERABILITY:** If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

**13. WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver of relinquishment of the same or any other right or power at any other time.

**14. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL:** The parties acknowledge that this Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions authorizing execution.

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

ATTEST:

TOWNSHIP OF LOWER

\_\_\_\_\_  
Karen Fournier, Township Clerk

\_\_\_\_\_  
Frank Sippel, Mayor

ATTEST:

COUNTY OF CAPE MAY

\_\_\_\_\_  
Kevin Lare  
Administrator/Clerk of the Board

\_\_\_\_\_  
Leonard C. Desiderio  
Commissioner Director

**TOWNSHIP OF LOWER  
ORDINANCE NUMBER 2026-12**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2026 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY; APPROPRIATING \$560,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$530,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:**

**SECTION 1.** The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$560,000, said sum being inclusive of a down payment in the aggregate amount of \$30,000 for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 *et seq.* (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

**SECTION 2.** For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$560,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount not exceeding \$530,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$530,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

**SECTION 3. (a)** The improvements hereby authorized and purposes for the financing of which said obligations are to be issued, include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <b>Recreation</b> – Various Improvements To Township Parks And Recreation Facilities Including, But Not Limited To, Resurfacing Of Pool, Tennis And Basketball Courts, Resurfacing Of Playground And Replacement Of Boiler Pumps At The Recreation Center;	\$330,250	\$313,737	\$16,513	15.00 years
(ii) <b>Police Department</b> – Acquisition And Installation, As Applicable, Of Various Equipment Including, But Not Limited To, The Outfitting And Acquisition Of Vehicles; And	\$204,750	\$192,513	\$12,237	5.00 years
(iii) <b>Public Works Department</b> - Acquisition And Installation, As Applicable, Of Various Equipment Including, But Not Limited To, Miscellaneous Shop Equipment.	\$25,000	\$23,750	\$1,250	5.00 years
<b>TOTALS</b>	<u>\$560,000</u>	<u>\$530,000</u>	<u>\$30,000</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$530,000.

(c) The aggregate estimated cost of said improvements or purposes is \$560,000, the excess

amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the aggregate down payment available for said purposes.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all engineering, architectural and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

**SECTION 4.** In the event the United States of America, the State of New Jersey, and/or the County of Cape May make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Cape May. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Cape May shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

**SECTION 5.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

**SECTION 6.** The capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, is on file in the Office of the Clerk of the Township and is available for public inspection.

**SECTION 7.** The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.89 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$530,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$112,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements herein before described.

**SECTION 8.** The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

**SECTION 9.** The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

**SECTION 10.** The Township Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The Township Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 11.** The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this bond ordinance.

**SECTION 12.** This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: June 15, 2026

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
Joseph Wareham, Councilmember

\_\_\_\_\_  
KAREN FOURNIER, RMC  
Clerk of the Township of Lower

\_\_\_\_\_  
Roland Roy, Councilmember

ADOPTED ON SECOND READING

DATED: July 6, 2026

\_\_\_\_\_  
Kevin Coombs, Deputy Mayor

\_\_\_\_\_  
KAREN FOURNIER,  
Clerk of the Township of Lower

\_\_\_\_\_  
Frank Sippe, Mayor

APPROVAL BY THE MAYOR ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
FRANK SIPPEL, Mayor, Township of Lower



Department of Community Affairs  
**Supplemental Debt Statement**



Local Unit: Lower Township 0505 County: Cape May  
 Prepared as of: 6/15/2026

Budget Year Ending: December 31 2026  
 Name: James Craft  
 Title: CFO  
 CFO Cert. # N-0426

Phone: 609.886.2005 ext 125  
 Email: jcrafft@townshipoflower.org  
 Address: 2600 Bayshore Road  
Villas, NJ 08251

James Craft, Being duly sworn, deposes and says:

Deponent is the Chief Officer of Lower Township here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein and is computed as provided by the Local Bond Law of New Jersey.

By checking this box, I am swearing that the above statement is true.

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
Bonds and Notes for School Purposes (Local and Regional)			\$ -	\$ -
Bonds and Notes for Self Liquidating Purposes			\$ -	\$ -
Other Bonds and Notes	\$ 31,878,680.07	\$ 60,486.43	\$ 3,925,000.00	\$ 35,743,193.64
<b>Net Debt at the time of this statement is.....</b>				<b>\$ 35,743,193.64</b>

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purpose(s)	Amount	Deduction	Net
2026-12	Various Capital Improvements	\$ 530,000.00		\$ 530,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ 530,000.00	\$ -	\$ 530,000.00

4 The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is: \$ 36,273,193.64

5 Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

Year	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	
(1) 2023	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 6,439,424,494.00
(2) 2024	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 7,417,933,029.00
(3) 2025	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 7,984,607,802.00

6 Equalized Valuation Basis - Average of (1), (2) and (3)..... \$ 7,280,655,108.33

7 Net Debt (Line 4 above) expressed as a percentage of such equalized valuation basis (Line 6 above) is: 0.498%

**NOTES**

- A If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of NISA 40A:2-7 or other section of law providing such exception.
- B This form is also to be used in the bonding of separate (not Type I) school districts as required by NISA 18A:24-16, and filed before the school district election. In such case pages 4, 5 and 6 should be completed to set forth the computation supporting any deduction in line 3 above.
- C Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.

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

ORDINANCE #2026-13

Title: AN ORDINANCE TEMPORARILY AMENDING CHAPTER 475, PARKS AND RECREATION AREAS, ARTICLE IV, FEES AND REIMBURSEMENTS, SUBSECTION 14, RECREATION FEE SCHEDULE, OF THE CODE OF THE TOWNSHIP OF LOWER TO REDUCE CERTAIN MUNICIPAL POOL FEES FOR THE 2026 SUMMER SEASON

WHEREAS, the Township of Lower owns and operates a municipal pool facility for the use and enjoyment of Township residents and members of the public, subject to the rules, regulations, and fees set forth in the Township Code; and

WHEREAS, the Township is in the process of renovating the existing pool clubhouse located on site at the municipal pool facility; and

WHEREAS, construction-related issues arose during the course of the clubhouse renovation project, resulting in the Township's decision to temporarily close the pool while the Township evaluated available options to address the circumstances; and

WHEREAS, the Township has evaluated available options and has agreed upon a course of action intended to ensure that the pool will be open during the 2026 summer season; and

WHEREAS, due to the construction-related circumstances and the reduced or impaired use of the pool facility, the Township Council has determined that it is reasonable and appropriate to temporarily reduce certain pool fees for the 2026 summer season; and

WHEREAS, the Township Council desires to adopt this Ordinance to temporarily amend the applicable pool fee provisions of the Township Code for the 2026 summer season only, after which the existing fee schedule shall be reinstated.

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

**Section 1.** The foregoing recitals are hereby incorporated as if fully set forth herein.

**Section 2.** § 475-14 of the Code of the Township of Lower, governing municipal pool pass fees, is hereby temporarily amended for the 2026 summer season only to reduce the following fees:

Fee Category	Current Fee	Temporary 2026 Fee
Seasonal Pass, Single	\$30	\$15
Seasonal Pass, Family	\$30	\$15
Daily Pool Pass, individuals 16 years of age and older	\$5	\$3
Daily Pool Pass, children under 16 years of age	\$3	\$2

**Section 3.** The temporary pool pass fees established by this Ordinance shall apply only to the 2026 summer season and only to the fee categories expressly identified herein. All other municipal pool fees, rules, regulations, eligibility requirements, application requirements, and operational provisions shall remain unchanged unless otherwise amended by ordinance.

**Section 4.** This temporary Ordinance amending pool pass fees shall expire automatically at the conclusion of the 2026 summer season, or on December 31, 2026, whichever occurs first, unless extended or modified by subsequent ordinance. Upon expiration of this Ordinance, the pool fees in effect immediately prior to this temporary amendment shall be reinstated without further action by the Township Council.

**Section 5.** All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

**Section 6.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

**Section 7.** This Ordinance shall take effect upon final passage and publication according to law.

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
Joseph Wareham, Councilmember

\_\_\_\_\_  
Roland Roy, Jr., Councilmember

\_\_\_\_\_  
Kevin Coombs, Deputy Mayor

\_\_\_\_\_  
Frank Sippel, Mayor

First Reading: June 15, 2026

Adopted:

Attest: \_\_\_\_\_  
Karen S. Fournier, Township Clerk

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

ORDINANCE #2026-11

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN OFFER TO CONVEY TEMPORARY WORK AREA EASEMENTS TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES ARMY CORPS OF ENGINEERS IN CONNECTION WITH THE CAPE MAY CANAL PROJECT**

**WHEREAS**, the Township of Lower is the owner of certain real property identified as Block 753.25, Lot 2, located adjacent to the Cape May Canal; and

**WHEREAS**, on August 18, 2025, the Township Council adopted Resolution 2025-293 authorizing the United States Army Corps of Engineers to enter upon the above referenced property in order to conduct site studies and evaluations in connection with Cape May Canal improvement project; and

**WHEREAS**, the United States of America, acting by and through the United States Army Corps of Engineers, now requires temporary work area easements over certain portions of the Township owned property to complete the anticipated improvements and renovations to the Cape May Canal to enhance shore protection; and

**WHEREAS**, the Temporary Work Area Easements are identified in the Offer to Convey Temporary Work Area Easement, attached hereto as Exhibit A, as Tract Nos. A50E-1, A50E-2, and A50E-3, consisting of approximately 6,263 square feet, 910 square feet, and 13 square feet, respectively, as more particularly described in Exhibit A attached to the attached Offer to Convey; and

**WHEREAS**, the Temporary Work Area Easements will permit the United States, its representatives, agents, and contractors, for a period not to exceed thirty-six (36) months beginning with the date possession of the land is granted to the United States, to use the easement areas as work areas, including the right to move, store, and remove equipment and supplies, erect and remove temporary structures, perform work necessary and incident to the construction of the Cape May Canal Project, and trim, cut, fell, and remove trees, underbrush, obstructions, vegetation, structures, or obstacles within the limits of the right-of-way; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-13, the conveyance or granting of an easement or other interest in municipal real property must be authorized by ordinance; and

**WHEREAS**, the Township Council of the Township of Lower has determined that authorizing the execution of the Offer to Convey Temporary Work Area Easement and any associated documents necessary to grant the temporary work area easements to the United States of America, acting by and through the United States Army Corps of Engineers, is in the best interests of the Township and promotes the health, safety, and general welfare of the public.

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

**Section 1.** The recitals set forth above are incorporated herein as if set forth at length:

**Section 2.** The Mayor, Township Manager, Township Clerk, and/or their appropriate designees are hereby authorized to execute the attached Offer to Convey Temporary Work Area Easement, together with any easement deed, certificate of authority, title documents, closing documents, recordation documents, and any other associated documents deemed necessary or appropriate to grant the temporary work area easements described herein to the United States of America, acting by and through the United States Army Corps of Engineers, in connection with the Cape May Canal Project.

**Section 3.** The temporary work area easements authorized herein shall apply to Tract Nos. A50E-1, A50E-2, and A50E-3, as more particularly described in Exhibit A to the Offer to Convey Temporary Work Area Easement, and shall be subject to the terms and conditions set forth in the Offer to Convey Temporary Work Area Easement and Exhibit B thereto.

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

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

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

\_\_\_\_\_  
Thomas Conrad, Councilmember

\_\_\_\_\_  
Joseph Wareham, Councilmember

\_\_\_\_\_  
Roland Roy, Jr., Councilmember

\_\_\_\_\_  
Kevin Coombs, Deputy Mayor

\_\_\_\_\_  
Frank Sippel, Mayor

First Reading: June 1, 2026

Adopted:

Attest: \_\_\_\_\_  
Karen Fournier, Township Clerk

**DEPARTMENT OF THE ARMY**  
**OFFER TO CONVEY TEMPORARY WORK AREA EASEMENT**

**Project: CAPE MAY CANAL**

**Tract No.: A50E-1, A50E-2, A50E-3**

**Contract No.: DACW31-7-26-0832**

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to convey to the United States of America and its assigns, easements as set forth in Exhibit B, in, upon, over, and across that those certain tracts of land described in Exhibit A attached hereto and made part(s) hereof.

The terms and conditions of this offer are as follows:

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within three (3) months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor for said easement and rights the sum of ZERO DOLLARS (\$0.00) payable upon acceptance of this offer and approval of the Vendor's title, provided the Vendor can execute and deliver a good and sufficient easement deed with warranty of title conveying said easement and rights to the United States of America and its assigns, free and clear from all liens and encumbrances, said conveyance to be subject only to the existing easements and rights set forth in said Exhibit B.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to The United States and the procurement of the necessary title evidence.

(4) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said easement and rights by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said easement and rights; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the purchase price for the easement and rights and shall be pro rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph (7).

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the easement The United States has been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the

land, as hereinbelow provided for, has been exercised by The United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the easement or it may elect to accept the easement.

(6) The Vendor hereby grants to the United States the right of immediate occupancy and use of the land in which said easements set forth in Exhibit B is to be granted for the purpose of exercising any of the rights described in said easements from and after acceptance by the United States of this offer until such time as the rights established in the easement expire.

(7) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed of easement to The United States and to execute any instrument deemed necessary to convey to The United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(8) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(10) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

(THIS AREA INTENTIONALLY LEFT BLANK)

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_, day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Michael Laffey (Printed)  
TOWNSHIP OF LOWER  
TOWNSHIP MANAGER

\_\_\_\_\_  
Name (Signed)

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

TOWNSHIP OF LOWER  
2600 Bayshore Road  
Villas, New Jersey 08251

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

ACCEPTANCE OF OFFER TO CONVEY A TEMPORARY WORK AREA EASEMENT

Date: \_\_\_\_\_

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

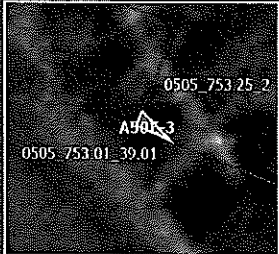
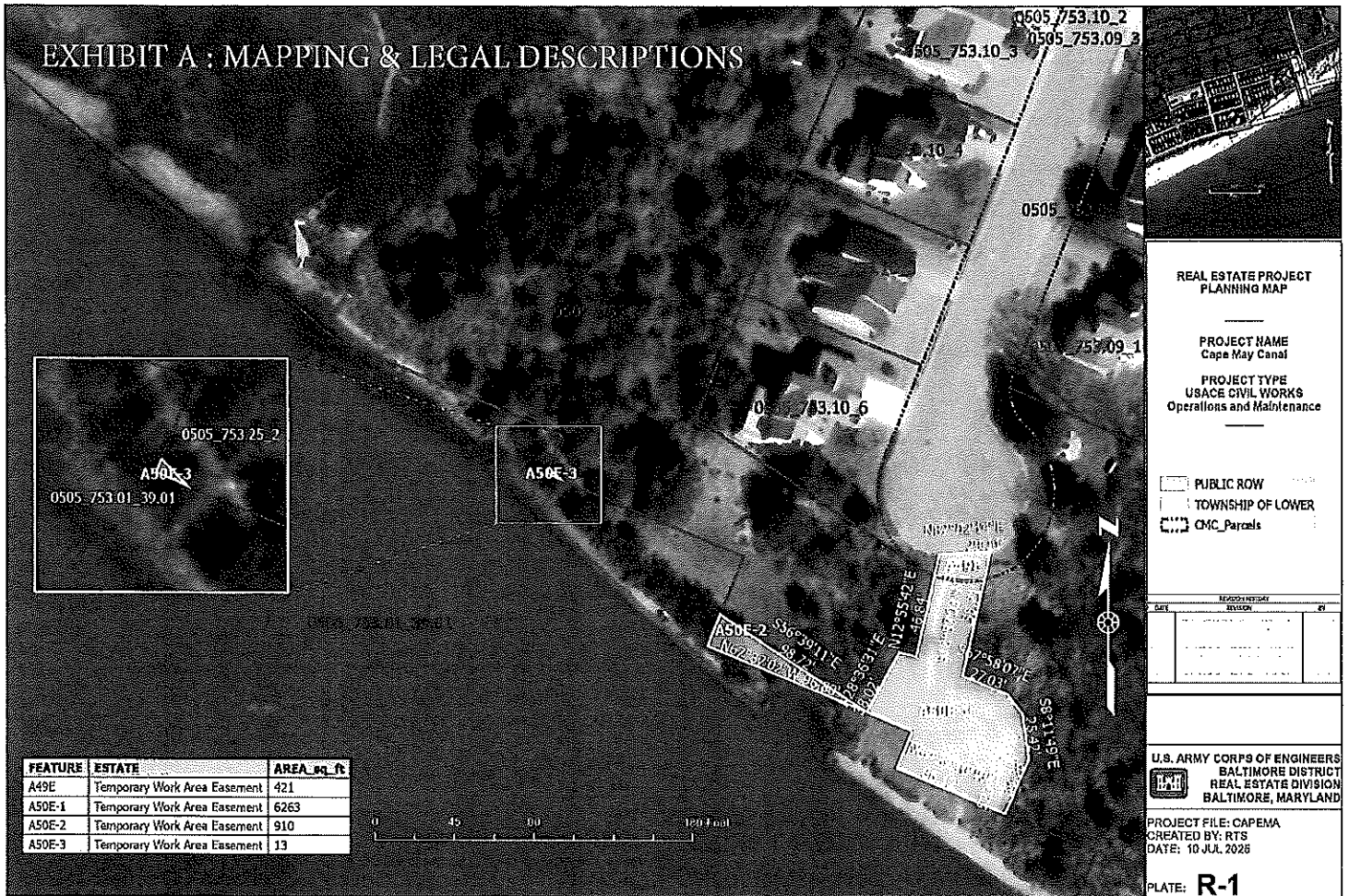
\_\_\_\_\_  
WARREN Q. LARIVIERE  
Chief, Management & Disposal Branch  
Real Estate Contracting Officer

Approved for sufficiency of funds in the amount of: \$00,000.00

\_\_\_\_\_  
Financial Analyst  
Real Estate Division

\_\_\_\_\_  
Date

# EXHIBIT A : MAPPING & LEGAL DESCRIPTIONS



**REAL ESTATE PROJECT PLANNING MAP**

**PROJECT NAME**  
Cape May Canal

**PROJECT TYPE**  
USACE CIVIL WORKS  
Operations and Maintenance

**LEGEND**

- PUBLIC ROW
- TOWNSHIP OF LOWER
- CMC\_Parcel

DATE	REVISION	BY

FEATURE	ESTATE	AREA_SQ_FT
A49E	Temporary Work Area Easement	421
A50E-1	Temporary Work Area Easement	6263
A50E-2	Temporary Work Area Easement	910
A50E-3	Temporary Work Area Easement	13



U.S. ARMY CORPS OF ENGINEERS  
BALTIMORE DISTRICT  
REAL ESTATE DIVISION  
BALTIMORE, MARYLAND

PROJECT FILE: CAPEMA  
CREATED BY: RTS  
DATE: 10 JUL 2026

PLATE: **R-1**

**LEGAL DESCRIPTION**

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**Tract A50E-1– Temporary Work Area Easement**

All that certain portion of land situated in the State of New Jersey, Cape May County, Township of Lower, being a portion of Parcel Number 0505\_753.25\_2, and more particularly bounded and described as follows:

Beginning at a point in said Parcel, having the following coordinates: N 45177.47, E 375946.44; thence,

South 67°58'07" East 27.03 feet; thence,  
South 38°20'10" East 14.07 feet; thence,  
South 8°11'49" East 25.42 feet; thence,  
South 23°52'58" West 33.38 feet to a point in the southerly Parcel line; thence running and binding to said Parcel line the following three courses:

North 67°37'10" West 66.12 feet; thence,  
North 22°14'10" East 22.79 feet; thence,  
North 67°37'10" West 27.59 feet; thence leaving said Parcel line and crossing said Parcel the following three courses:

North 28°36'31" East 38.02 feet; thence,  
South 76°15'02" East 10.03 feet; thence,  
North 12°55'42" East 46.84 feet to another point on said Parcel line, said point being on the division line of Newport Drive cul-de-sac right-of-way; thence running and binding to said division line,

By a curve to the left having a radius 49.98 feet, an arc length of 28.68 feet, subtended by a chord bearing South 85°22'38" East 27.82 feet to another point on said right-of-way line; thence leaving said division line and re-crossing said Parcel,

South 12°57'03" West 55.71 feet to the Point of Beginning containing 0.14 of an acre (6,263 square feet), more or less.

The coordinates, distances and bearings used herein are from U.S. Army Corps of Engineers Philadelphia District project design as shown on a drawing entitled, "Cape May, New Jersey, Cape May County, Newport Drive Bank Stabilization Site Plan Newport Rad/Bayshore Drive" issue/submittal date: March 2025, Sheet Number C-101, based on the New Jersey State Plane Coordinate System (NAD83 US Feet).

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**LEGAL DESCRIPTION**

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**Tract A50E-2 – Temporary Work Area Easement**

All that certain portion of land situated in the State of New Jersey, Cape May County, Township of Lower, being a portion of Parcel Number 0505\_753.25\_2, and more particularly bounded and described as follows:

Beginning at a corner in said Parcel line, said corner having the coordinates: N 45,194.29, E 375,802.72; thence running and binding to said division line the following course,

North 22°15'53" East 18.78 feet; thence leaving said Parcel line and crossing said Parcel,

South 56°39'11" East 98.72 feet to another point in said Parcel line; thence running and binding to said division line,

North 67°37'02" West 96.88 feet to the Point of Beginning containing 0.02 of an acre (910 square feet), more or less.

The coordinates, distances and bearings used herein are from U.S. Army Corps of Engineers Philadelphia District project design based on the New Jersey State Plane Coordinate System (NAD83 US Feet; an adjoining area to the drawing entitled, "Cape May, New Jersey, Cape May County, Newport Drive Bank Stabilization Site Plan Newport Rad/Bayshore Drive" issue/submittal date: March 2025, Sheet Number C-101, based on the New Jersey State Plane Coordinate System (NAD83 US Feet).

Tract Number: A50E-3  
Owner: Township of Lower  
Area: 13 sq. ft./0.0003 acre  
Page 1 of 1 page

Cape May Canal  
Operations and Maintenance Project  
Cape May County, New Jersey  
January 7, 2026/slm

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**LEGAL DESCRIPTION**

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**Tract A50E-3– Temporary Work Area Easement**

All that certain portion of land situated in the State of New Jersey, Cape May County, Township of Lower, being a portion of Parcel Number 0505\_753.25\_2, and more particularly bounded and described as follows:

Beginning at a corner in said Parcel line, said corner having the following coordinates: N 45,290.35, E 375,711.31; thence running and binding to said line the following course,

North 21°50'01" East 3.38 feet; thence leaving said line and crossing said Parcel,

South 44°16'32" East 8.53 feet to another point in said Parcel line; thence,

North 67°37'05" West 7.8 feet to the Point of Beginning containing 0.0003 of an acre (13 square feet), more or less.

The coordinate, distances and bearings used herein are from U.S. Army Corps of Engineers Philadelphia District project design based on the New Jersey State Plane Coordinate System (NAD83 US Feet), an adjoining area to the drawing entitled, "Cape May, New Jersey, Cape May County, Newport Drive Bank Stabilization Site Plan Newport Rad/Bayshore Drive" issue/submittal date: March 2025, Sheet Number C-101, based on the New Jersey State Plane Coordinate System (NAD83 US Feet).

## EXHIBIT B

### TEMPORARY WORK AREA EASEMENT.

A temporary easement and right-of-way in, on, over and across (the land described in Exhibits A) (Tracts Nos. **A50E-1, A50E-2, and A50E-3**), for a period not to exceed 36 months, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Cape May Canal Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way.

# CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Secretary or Attesting Officer)

of the \_\_\_\_\_, named as grantee/lessee/licensee herein;  
(Agency Name)

that \_\_\_\_\_, who signed this Agreement on behalf  
(Officer Name)

of said \_\_\_\_\_, was then \_\_\_\_\_  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of  
the \_\_\_\_\_ by authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, \_\_\_\_\_  
Secretary or Attesting Officer

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

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

**jpocard**

---

**From:** Skelton, Eris D CIV USARMY CENAB (USA) <Eris.D.Skelton@usace.army.mil>  
**Sent:** Monday, December 8, 2025 10:27 AM  
**To:** jpocard; Mike Laffey; Christina Lewis; Robert Belasco; fsippel  
**Cc:** Sachs, Heather M CIV USARMY CENAB (USA)  
**Subject:** External Cape May Canal Revetment  
**Attachments:** Cape May Donation Letter.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Good Morning Mike,

Attached is the Donation Letter for the proposed Cape May Canal Temporary Work Area Easement. Please review it, and if you agree, sign and return it.

The next step after receiving the signed Donation Letter is issuing the "Offer to Sell" Letter, which will execute the Temporary Work Area Easement

If you have any questions, please reach out. Thank you,

Eris Skelton  
Realty Specialist  
Management & Disposal Branch, Real Estate Division  
U.S. Army Corps of Engineers, Baltimore District  
Work : 443-721-3206



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

## LETTER OF DONATION

December 17, 2025

Township of Lower  
2600 Bayshore Road Villas  
New Jersey 08251

Project: Cape May Canal  
Property Identifier: Block 753.25 Lot 2

Dear Mr. Laffey:

In order to construct the project referenced above, it is necessary to acquire the estates, interests detailed in Exhibit B as attached. In compliance with state and Federal requirements you have the right to receive just compensation for the property estates, interest to be acquired as determined by a complete appraisal.

This letter serves to inform you of that right to receive just compensation. Advised of this right you may donate such property or any part thereof, any interest therein or any compensation paid therefor to the U.S. Government represented by the U.S Army Corps of Engineers. Doing so will reduce project costs.

Exhibit B, is a plot of your property that identifies the estates, interests required to construct and maintain the project improvements. The specific interest that will be offered to, and acquired by the United States Army Corps of Engineers is a Temporary Work Authorization Easement.

Sincerely,

*Warren LaRiviere*  
Warren LaRiviere


(I/we) understand (my/our) right to an appraisal and to receive just compensation for the property described in Exhibit A. However, (I/we) hereby release the U.S Government represented by the U.S Army Corps of Engineers from the obligation of obtaining an appraisal and agree to donate the property estates, interests needed to construct and maintain the project improvements.

*Michael Laffey*  
MICHAEL LAFFEY  
LOWER TOWNSHIP  
TOWNSHIP MANAGER

*Amy Belasco*  
\_\_\_\_\_  
Witness

# CERTIFICATE OF AUTHORITY

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

Signed,   
Secretary or Attesting Officer

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

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

# EXHIBIT B



REAL ESTATE PROJECT  
PLANNING MAP

PROJECT NAME  
Cape May Canal

PROJECT TYPE  
USACE CIVIL WORKS  
Operations and Maintenance

- TOWNSHIP OF LOWER
- PUBLIC ROW
- CMC Parcels

DATE	DESCRIPTION	BY

U.S. ARMY CORPS OF ENGINEERS  
BALTIMORE DISTRICT  
REAL ESTATE DIVISION  
BALTIMORE, MARYLAND

PROJECT FILE: CAPEMA  
CREATED BY: R/S  
DATE: 10 JUL 2025

PLATE: R-1

FEATURE	ESTATE	AREA
A	EASEMENT IN PUBLIC ROW	421.14
B	EASEMENT D	6263.11
C	EASEMENT C	909.51
D	EASEMENT D	13.18

0 45 90 180 Feet

04/30/26



DEPARTMENT OF THE ARMY  
BALTIMORE DISTRICT, CORPS OF ENGINEERS  
2 HOPKINS PLAZA  
BALTIMORE MD 21201-2930

April 30, 2026

Real Estate Division  
Management & Disposal Branch

Michael Laffey  
Manager  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

Dear Mr. Laffey:

Enclosed is a copy of Department of the Army Offer to Convey Temporary Work Area Easement No. **DACW31-7-26-0832**, for Tract Nos. **A50E-1, A50E-2, A50E-3** in connection with the Cape May Canal Federal Navigation Project.

Please sign the Offer to Convey where indicated and return a copy to this office. Upon execution on behalf of the Government, a fully executed copy will be returned for your records.

Your cooperation in this matter is greatly appreciated. If you have any questions, please call Mr. Eris Skelton of this office at (443) 721-3206 or by Email at [Eris.d.skelton@usace.army.mil](mailto:Eris.d.skelton@usace.army.mil).

Sincerely,

Warren Q. LaRiviere  
Chief, Management & Disposal Branch  
Real Estate Division

Enclosure

# Clerk Report May 2026

## Register Report - Last month

5/1/2026 through 5/31/2026

6/9/2026

Page 1

Date	Account	Description	Category	Clr	Amount
		<b>INCOME</b>			<b>58,736.55</b>
		Bus Lic 2026			19,806.55
		Liquor Licenses			24,350.00
		Short Term Rental 2026			13,340.00
		Special Events			525.00
		Street Openings			100.00
		Yard Sales			240.00
		Year Round Rental			375.00
		<b>TRANSFERS</b>			<b>-58,736.55</b>
		Council Checking			-58,736.55
				<b>OVERALL TOTAL</b>	<b>0.00</b>



Lower Township  
 2600 Bayshore Road  
 Villas, NJ 08251

## Construction Permit Activity Report

5/1/2026 -> 5/31/2026

### Summary

	<b>Cost:</b>	<b>Count:</b>			
New:	\$2,946,694.00	12	Cubic Footage:	435,701 Cu.ft	Permits Issued: 189
Addition:	\$681,550.00	13	Square Footage:	31,564 Sq.ft	Updates Issued: 14
Alteration:	\$2,400,694.00	171			
Demolition:	\$87,050.00	7			
<b>Total:</b>	<b>\$6,115,988.00</b>	<b>203</b>			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	93	\$30,493.00	\$0.00	\$30,493.00	B 141	132 %93.6	6 %4.3	3 %2.1
Plumbing:	41	\$8,504.00	\$0.00	\$8,504.00	P 81	69 %85.2	8 %9.9	4 %4.9
Electrical:	153	\$20,734.00	\$0.00	\$20,734.00	E 187	165 %88.2	21 %11.2	1 %0.5
Fire:	29	\$4,600.00	\$0.00	\$4,600.00	F 32	26 %81.2	6 %18.8	0 %0
Elevator:	6	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	46	\$3,330.00	\$0.00	\$3,330.00	M 39	35 %89.7	2 %5.1	2 %5.1
	<b>368</b>	<b>\$67,661.00</b>	<b>\$0.00</b>	<b>\$67,661.00</b>	<b>480</b>	<b>427</b>	<b>43</b>	<b>10</b>
DCA Training:	24		1194	Other Fees	(Note: Does not include result of none)			
DCA State:	139		2993	\$0.00				
DCA Minimum:	31		31					
	<b>194</b>		<b>\$4,218</b>					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA 131	\$0.00	\$0.00
Plumbing	0	0	CCO 0	\$0.00	\$0.00
Electrical	0	0	CO 13	\$3,876.00	\$4,116.00
Fire	0	0	CC 0	\$0.00	\$0.00
Mechanical	0	0	TCC 0	\$0.00	\$0.00
Elevator	0	0	TCC 0	\$0.00	\$0.00
<b>Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Total: 144</b>	<b>\$3,876.00</b>	<b>\$4,116.00</b>

**NOTE:**  
 Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.  
 This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	2	\$14,245	Building	1	\$4,108
Plumbing	2	\$129	Plumbing	1	\$1,113
Electrical	2	\$410	Electrical	1	\$825
Fire	1	\$215	Fire	1	\$1,240
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	6	\$1,211	Elevator	0	\$0
<b>Total:</b>		<b>\$16,210</b>	<b>Total:</b>		<b>\$7,286</b>
	<b>Record Count</b>	<b>Total Exempted</b>	<b>Violations</b>	<b>Fines</b>	<b>Paid</b>
DCA Fees	9	\$1,890	Issued	0	\$0.00
				\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (203)	\$75,995.00
NON-UCC (3)	\$30.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
<b>Grand Total</b>	<b>\$76,025.00</b>



Lower Township  
2600 Bayshore Road  
Villas, NJ 08251

## Daily Bank Summary

All payments collected between the dates of 5/1/2026 and 5/31/2026.

	Summary	Totals
<i>UCC Permits</i>		
Total Cash		\$842
Total Check		\$70,560
Total Charge		\$4,593
<b>Total Permit Fees Collected</b>		<b>\$75,995</b>
<i>Non-UCC Permits</i>		
Total Cash		\$20
Total Check		\$10
Total Charge		\$0
<b>Total Permit Fees Collected</b>		<b>\$30</b>
<i>Penalties</i>		
Total Cash		\$0
Total Check		\$0
Total Charge		\$0
<b>Total Penalty Fees Collected</b>		<b>\$0</b>
<i>Other Payments</i>		
Total Cash		\$0
Total Check		\$300
Total Charge		\$0
<b>Total Other Fees Collected</b>		<b>\$300</b>
<i>Report Grand Total</i>		
Total Cash		\$862
Total Check		\$70,870
Total Charge		\$4,593
<b>Total Collected</b>		<b>\$76,325</b>



## Lower Township

### Fee Item Payment Totals 5/1/2026 to 5/31/2026

Starting Receipt  
PMT-26-00983

Ending Receipt  
PMT-26-01283

Cash Total  
\$862.00

Check Total  
\$70,870.00

Charge Total  
\$4,593.00

E-CHECK Total  
\$0.00

Grand Total  
\$76,325.00

Bag #

Fee Type	Account	YTD Assigned	Assigned
Building Fee	#DEFAULT BUILDING FEE ACCOUNT	\$168,009.00	\$30,493.00
CO Fee	#DEFAULT CO FEE ACCOUNT	\$16,770.00	\$4,116.00
Contractors License Initial Fee	#DEFAULT DEPOSIT ACCOUNT	\$2,800.00	\$300.00
DCA Fee	#DEFAULT DCA FEE ACCOUNT	\$20,694.00	\$4,218.00
Dumpster Fee	#DEFAULT DUMPSTER FEE ACCOUNT	\$100.00	\$30.00
Electrical Fee	#DEFAULT ELECTRICAL FEE ACCOUNT	\$75,873.00	\$20,734.00
Fire Fee	#DEFAULT FIRE FEE ACCOUNT	\$24,085.00	\$4,600.00
Mechanical Fee	#DEFAULT MECHANICAL FEE ACCOUNT	\$15,210.00	\$3,330.00
Plumbing Fee	#DEFAULT PLUMBING FEE ACCOUNT	\$35,512.00	\$8,504.00

Adjustment Type

Adjustment Total

Refund

\$0.00

Charge Back

\$0.00

Bounced Check

\$0.00

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

Grand Total Less Adjustment

\$76,325.00



**2026 CASH RECEIPTS  
APRIL**

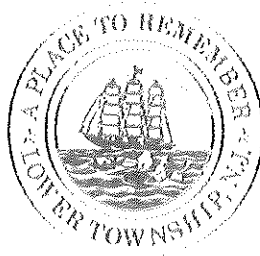
Township of Lower  
Office of the Tax Collector

	<b>MONTH TO DATE</b>	<b>YEAR TO DATE</b>
<b>Receipts</b>		
Current year taxes (2026)	4,112,674.00	23,237,102.35
Prior year taxes (2025)	142,694.20	585,592.08
Previously exempt property		0.00
State Audit Pay Back		0.00
Municipal Lien		0.00
Recording		0.00
Bankruptcy		0.00
6% Penalty	798.57	1,404.60
Municipal Service Fees		13,680.00
Tax Search Fees		0.00
Interest	17,996.95	52,833.35
Lot clearing		0.00
Returned Check Fees	20.00	160.00
Duplicate Bills	65.00	255.00
Trash	4,350.00	25,141.25
Cost of Tax Sale	790.33	790.33
<b>TOTAL DEPOSITS</b>	<b>4,279,389.05</b>	<b>19,183,264.43</b>
 <b>DEPOSITED TO COUNCIL CHECK</b>	 <b>3,112,429.52</b>	 <b>19,268,250.00</b>
 <b>DEPOSITED TO WIPP ACCOUNT</b>	 <b>1,166,959.53</b>	 <b>4,652,539.39</b>
 <b>TOTAL DEPOSITS</b>	 <b>4,279,389.05</b>	 <b>23,920,789.39</b>
 NSF Reversals	 4,642.92	 21,944.43
WIPP NSF Reversals	7,195.50	38,099.01
NSF Fee Reversal		0.00
<b>TOTAL NSF</b>	<b>11,838.42</b>	<b>60,043.44</b>
 <b>TOTAL</b>	 <b>4,267,550.63</b>	 <b>23,860,745.95</b>

Prepared by Kathy Brown

# TOWNSHIP OF LOWER

2600 Bayshore Road  
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

## 2026 Tax Sale Summary Report

June 10, 2026

Our Tax Sale process starts 50 days prior to the sale. We started out with 235 properties that were delinquent for Taxes and MUA charges. On June 9, 2026 the day of the sale we had 74 properties that actually went to Tax Sale.

All 74 properties went to outside lien holders; we did not add any Municipal Liens this year.

The Tax Sale Listing was advertised for two weeks in the Cape May Star and Wave on May 13, 2026 and May 20, 2026. The weeks of May 25, 2026 and June 1, 2026 property owners were mailed notices in lieu of advertising. Copies of the Tax Sale Advertisement were mailed to the homeowners on May 13, 2026.

The Tax Sale Advertisement was published on the Township's Website and the advertisement was posted in 5 public locations; Lower Township Town Hall, Lower Township Courts, Lower Township MUA, North Cape May & the Villas Post Office.

The LT MUA participated in the sale; they sent over 146 properties totaling \$120,863.18 two properties in the amount of \$3,934.08 were rejected from the file and paid directly to the MUA and one certificate in the amount of \$734.65 was canceled due to Bankruptcy. We collected \$80,757.51 prior to the sale and collected \$36,171.59 at the sale. We are issuing a check to the LT MUA for \$116,194.45.

We sold 30 properties that had delinquent 2025 taxes and interest totaling \$60,339.30.

We collected Cost of the Sale \$5,521.59 at the sale and \$2,371.97 prior to the sale.

We collected \$352,300.00 in Premiums.

**MAY 2026  
VITAL STATISTICS**

Marriages,Civil Unions	18
Domestic Partners	0
Ceritified Copies	125
Certified Copies EDRS	0
Burial Permits	0

Marriages, Civil Unions State	\$450.00
Domestic Partners State	\$0.00
Marriages, Civil Unions Twp	\$54.00
Domestic Partners Twp	\$0.00
Certified Copies	\$1,250.00
Certified Copies EDRS	\$0.00
Burial Permits	\$0.00

<b>TOTAL</b>	<b>\$1,754.00</b>
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