

WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
SEPTEMBER 9, 2026 – 5:00 p.m.

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

Work Session

Consent Agenda

Approval of Minutes – August 17, 2026

- Res. #2026-283 Authorization for the Payment of Vouchers \$1,601,295.02
- Res. #2026-284 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provision of Recreational Amenities at Lower Township Family Fun Night on September 18, 2026 – with a Rain Date of September 25, 2026
- Res. #2026-285 Approval for Oktoberfest 2026
- Res. #2026-286 Bid Acceptance and Contract Award for Lincoln Boulevard Storm Sewer Replacement, Beach Drive to Arctic Avenue (LT-C-074)
- Res. #2026-287 Bid Acceptance and Contract Award for Concession Contract to Supply, Install and Service Vending Machines to Big Time Vending
- Res. #2026-288 Approval of Refund for the Football Program 2026 for \$20.00 (Lowry)
- Res. #2026-289 Approval of Refund for the Football Program 2026 for \$20.00 (Wiscott)
- Res. #2026-290 Approval of Refund for the Football Program 2026 for \$20.00 (Franco)
- Res. #2026-291 Approval of Refund for the Football Program 2026 for \$20.00 (Yaros)
- Res. #2026-292 Approval of Refund for the Football Cheerleading Program 2026 for \$15.00 (Jackman)
- Res. #2026-293 Approval for Run the Vineyards 5K Event, October 18, 2026
- Res. #2026-294 Approval of Refund for the Football Cheerleading Program 2026 for \$15.00 (Tomes)
- Res. #2026-295 Approval of Refund for the Second Session of the Township Summer Camp Program, August 2026 for \$80.00 (Lund)
- Res. #2026-296 A Resolution of the Township of Lower Cancelling Certain Taxes per Agreement/Resolution
- Res. #2026-297 Authorization for Refund of Taxes
- Res. #2026-298 A Resolution Requesting Release of Demolition Bond for Block 155, Lot 21; 205 W New York Avenue, Villas, NJ; Demo 205NY
- Res. #2026-299 Authorization for the Payout of Accumulated Vacation Time (D. Vanaman, \$7,410.46)
- Res. #2026-300 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2026-301 Local Arts Program Grant
- Res. #2026-302 Approval of Change Order #1 to DKC Contractors LLC for the Judge Nathaniel Foster House Phase 2 Project
- Res. #2026-303 Authorization for the Payout of Accumulated Compensatory Time (J. Gestwicki, \$2,520.38)
- Res. #2026-304 Authorization for the Payout of Accumulated Compensatory Time (C. Vassar, \$12,163.30)
- Res. #2026-305 Authorization for the Payout of Accumulated Compensatory Time (A. Cushman, \$6,267.45)
- Res. #2026-306 Authorization for the Payout of Accumulated Compensatory Time (K. Walker, \$15,266.93)
- Res. #2026-307 A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower, the Borough of Wildwood Crest, and the Township of Middle to Establish Shared Municipal Court
- Ord. #2026-16 An Ordinance Authorizing the Township of Lower to Execute a Lease Agreement with the United States of America, Acting by and through the Department of the Army, in connection with David Douglass Sr. Memorial Park. This is the first reading of this Ordinance. The second reading and Public Hearing has been scheduled for September 21, 2026.

Administrative Reports

Tax

Public Comment

Council Comments

Adjourn

COUNCIL MEETING MINUTES – August 17, 2026

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on August 17, 2026 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad
Councilmember Joseph Wareham
Councilmember Roland Roy, Jr.
Deputy Mayor Kevin Coombs – via phone
Mayor Frank Sippel

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

Work Session

Mayor Sippel read a proclamation supporting Turn the Towns Teal for the month of September to raise awareness to ovarian cancer.

Consent Agenda

Approval of Minutes – August 3, 2026

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

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

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

Res. #2026-275 Authorization for Refund of Taxes

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

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

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

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

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

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

Engineer Report – no verbal report presented

Administrative Reports

Clerk, Dog, Tax, Vital

Call to the Public

Tom LaRosa, 250 E Florida Ave, informed Council of illegal dumping on Flagler Road and pointed out that he has personally cleaned the area and taken things to the dump. He voiced concern of the safety hazard it creates in the area of Flagler Road near St. Johns Ave.

Nate Murray, 333 E Pacific Ave, voiced his concerns with the short-term rental compliance within the Township. He informed Mayor and Council of the DEP issue concerning his neighbor who has a registered short-term rental, and expressed interest in having a hearing to revoke the neighbor's rental license.

Jackie unknown, E Pacific Ave, informed Mayor and Council of excessive speeding down Pacific Ave and shared that people blow through the stop sign between the 100 & 200 block of E Pacific Ave. She voiced concern for her safety and that of her neighbors.

Deborah Pangle, 19 E Hudson Ave, expressed concerns over local juveniles in the Villas. She stated that the laws regarding juveniles need to be stricter and that she feels she is being targeted by them. She described multiple instances that they have been disruptive and caused issues with her home. She described her living situation as stressful due to the unruly juveniles and is very concerned for her safety and her community's safety.

Amanda Hall, 333 E Pacific Ave, mentioned her concern over the short-term rental compliance, violations, and nonsense. She also mentioned police reports not being properly recorded and asked for records to be corrected. Lastly, she asked mayor and council to consider putting occupancy limits on short-term rentals.

Solicitor Belasco explained the current laws in effect pertaining to short-term rentals and pointed out that incidents are not always actionable but there are safeguards in place in which code enforcement and or police can be called to evaluate and enforce.

Lee Sachs, 19 E Hudson Ave, informed mayor and council of recent changes to the NJ E-Bike laws and explained the different rules and regulations that may help with enforcement.

Carol Trussel, 200 E Pacific Ave, expressed her concern regarding speeding on E Pacific Ave and mentioned the safety speeding flash camera that was installed but worried there would be no effect from it. She stated she is very concerned for her safety as well as kids in the neighborhood.

Wes Wright, 1002 Rose Hill Pkwy, voiced concern that the construction in North Cape May has caused a lot of debris and stated that the large construction dump trucks are noisy and shake the neighboring houses.

Chief of Police Vanaman thanked Mayor and Council for the opportunity to come and speak with local residents and help address their concerns. He mentioned that they have identified several of the juveniles involved in local incidences and have spoken with their parents. Chief Vanaman also went into detail regarding the changes to E-Bike laws and how they are handling enforcement. Chief Vanaman urged residents to keep the police informed by reporting speeding, etc., and that this is vital for the police to instill public safety in the community.

Council Comments

Councilmember Conrad informed the public that a key factor to enforcement is keeping the police informed. Report everything in a timely manner. He also informed that the speed camera lights are in place to relay information to the police. He stated his wishes for everyone to have good quality of life and will to do what he can to ensure that.

Councilmember Wareham gave an update on Rotary Park renovations and commended all parties involved with the success of the Children's benefit concert.

Councilmember Roy thanked everyone for coming out, voicing their concerns and keeping them informed.

Deputy Mayor Coombs thanked Manager Laffey for handling a residential issue and stressed that reporting and keeping the police informed is key.

Mayor Sippel commented on the success of the Children's benefit concert raising over \$10,000 for local children to help fund supplies and equipment.

Closed Session

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

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

Council adjourned to Closed Session at 5:49 p.m.

Council returned to Open Session at 6:13 p.m.

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

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

Adjournment

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Councilmember Roy. Motion to adjourn was unanimous. Meeting adjourned at 6:14 p.m.

Frank Sippel, Mayor

Township Clerk

Approved:

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

RESOLUTION #2026-283

Title: AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Donald M Dougherty Jr	#9756	Litigation Settlement	\$6,980.00

TOTAL MANUAL CHECKS: \$ 6,980.00

TOTAL COMPUTER GENERATED: \$1,594,315.02

TOTAL BILL LIST \$1,601,295.02

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

Ranges		Item Status	Purchase Types	Misc
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y	Bld: Y State: Y Other: Y Exempt: Y	P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00080		AMERIHEALTH					
26-02161	09/03/26	SEPTEMBER 2026 HEALTH INS	Open	\$406,940.52	\$0.00		
00153		ATLANTIC CITY ELECTRIC					
26-02144	09/03/26	ATLANTIC CITY ELECTRIC- AUG 26	Open	\$18,404.94	\$0.00		
00179		AVERY TEITLER					
26-01014	05/07/26	PB SOLICITOR SALARY (CONT.)	Open	\$1,041.67	\$0.00		B
26-02050	08/21/26	PB RESOLUTION VOUCHERS	Open	\$1,400.00	\$0.00		
		Vendor Total:		\$2,441.67			
00199		AUTO ZONE INC					
26-02101	08/28/26	BATTERIES/DPW	Open	\$307.98	\$0.00		
00432		MICHAEL BROGAN					
26-02174	09/03/26	RETIRED HEALTH/RX INS	Open	\$174.68	\$0.00		
00611		COUNTY OF CAPE MAY (FUEL)					
26-02068	08/25/26	GASOLINE/DPW	Open	\$39,931.88	\$0.00		
26-02074	08/26/26	GASOLINE/DPW	Open	\$722.05	\$0.00		
		Vendor Total:		\$40,653.93			
00743		COUNTY OF CAPE MAY, TREASURER					
26-02007	08/17/26	8/14/26 - BUS #19 - CMC ZOO	Open	\$80.00	\$0.00		
00784		CAPE MAY STAR & WAVE					
26-02091	08/28/26	Online Legal Notices 8/5, 8/19	Open	\$125.00	\$0.00		
00825		COMCAST INTERNET					
26-02150	09/03/26	COMCAST TV&INTERNET AUG/SEPT26	Open	\$1,147.45	\$0.00		
00948		COASTAL LANDSCAPING					
26-01986	08/14/26	IRRIGATION CONSULTATION	Open	\$125.00	\$0.00		
01075		COPIERS PLUS					
26-02054	08/21/26	COURT COPIERS 5/20- 8/19/26	Open	\$45.06	\$0.00		
26-02055	08/21/26	COPIERS 5/20-8/19 OVERAGE	Open	\$1,308.44	\$0.00		
		Vendor Total:		\$1,353.50			
01125		MARGARET CROMPTON					
26-00248	01/28/26	RETIRED MEDICARE SUPPLEMENT	Open	\$100.00	\$0.00		B
01132		CUMMINS INC					
25-02538	09/24/25	REPAIR GENERATOR / DPW	Open	\$2,277.34	\$0.00		
25-02596	10/01/25	REPAIR REC CENTER GENERATOR	Open	\$462.41	\$0.00		
26-01946	08/07/26	GEN SERVICE CLEARWATER	Open	\$1,494.63	\$0.00		
		Vendor Total:		\$4,234.38			

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Vold Amount	Contract	PO Type
01132		CUMMINS INC	<i>Account Continued</i>				
01200		DELTA DENTAL PLAN OF NJ					
26-01975	08/13/26	JULY 2026 DENTAL ADMIN	Open	\$1,457.28	\$0.00		
26-01976	08/13/26	JULY 2026 DENTAL CLAIMS	Open	\$5,837.15	\$0.00		
		Vendor Total:		\$7,294.43			
01201		DELL MARKETING LP					
26-01917	08/06/26	Computer - April	Open	\$2,097.74	\$0.00		
26-01944	08/07/26	Jens Laptop	Open	\$2,746.46	\$0.00		
		Vendor Total:		\$4,844.20			
01269		DISCOUNT HYDRAULICS					
26-02102	08/28/26	HYDRAULIC HOSE/DPW	Open	\$1,343.75	\$0.00		
01340		EAGLE POINT GUN					
26-02033	08/19/26	AMMUNITION	Open	\$2,121.40	\$0.00		
01480		E-Z PASS					
26-02077	08/26/26	REC AND POLICE EZPASS REPLINSH	Open	\$500.00	\$0.00		
01530		FIRE DISTRICT #1					
26-00775	04/10/26	2026 FIRE DISTRICT #1 TAX	Open	\$167,937.50	\$0.00		
01540		FIRE DISTRICT #2					
26-00774	04/10/26	2026 FIRE DISTRICT #2 TAXES	Open	\$322,170.00	\$0.00		
01550		FIRE DISTRICT #3					
26-00773	04/10/26	2026 FIRE DISTRICT #3 TAXES	Open	\$222,081.00	\$0.00		
01585		ALBERT FLITCROFT					
26-02173	09/03/26	MEDICAL CLAIMS JAN-APRIL 2026	Open	\$932.43	\$0.00		
01690		GRANTURK EQUIPMENT CO					
26-01096	05/15/26	PARTS FOR RECYCLING/DPW	Open	\$2,018.87	\$0.00		
26-02036	08/19/26	PACKING CYLINDER TRK 47	Open	\$2,815.67	\$0.00		
		Vendor Total:		\$4,834.54			
01806		ANTHONY J HARVATT, II, ESQ					
26-00947	04/28/26	ZBA SOLICITOR SALARY (CONT.)	Open	\$1,041.50	\$0.00		B
01818		NJLM EDUCATIONAL FOUNDATION					
26-01804	07/27/26	Jens Human recrs class 9/10	Open	\$300.00	\$0.00		
26-02038	08/19/26	Christinas NJLM Class	Open	\$75.00	\$0.00		
26-02046	08/21/26	Jens NJLM Class	Open	\$75.00	\$0.00		
		Vendor Total:		\$450.00			
01964		NJ IAAI					
26-01704	07/13/26	C. Fox Fire investigator class	Open	\$900.00	\$0.00		
02025		HUNTER TRUCK SALES & SERVICE					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02025		HUNTER TRUCK SALES & SERVICE		<i>Account Continued</i>			
26-02095	08/28/26	PARTS/DPW	Open	\$1,882.22	\$0.00		
02027		JESCO INC					
26-01996	08/17/26	RADIATOR/DPW	Open	\$2,361.10	\$0.00		
26-02098	08/28/26	RADIATOR/DPW	Open	\$2,508.00	\$0.00		
		Vendor Total:		\$4,869.10			
02108		KEEN COMPRESSED GAS CO					
26-01994	08/14/26	COMPRESSED GAS/DPW	Open	\$148.67	\$0.00		
02183		KLENSWITE POOL SPA SUP.CO INC					
26-01678	07/09/26	AUGUST MONTHLY	Open	\$226.75	\$0.00		
26-01970	08/13/26	CHLORINE DELIVERY 8/06/26	Open	\$506.00	\$0.00		
26-01971	08/13/26	CHECK ROLA CHEM UNITS	Open	\$195.00	\$0.00		
26-01985	08/14/26	CHLORINE CARBOYS	Open	\$127.50	\$0.00		
26-02045	08/21/26	CHLORINE CARBOY DELIVERY	Open	\$93.00	\$0.00		
26-02066	08/25/26	CHLORINE DELIVERY 8/20/26	Open	\$411.50	\$0.00		
		Vendor Total:		\$1,559.75			
02247		LAWSON PRODUCTS INC.					
26-01998	08/17/26	SUPPLIES FOR GARAGE/DPW	Open	\$699.97	\$0.00		
02334		LOWER TWP CHAMBER OF COMMERCE					
26-02094	08/28/26	Annual Membership Dues 2027	Open	\$175.00	\$0.00		
02351		LOWER CAPE MAY REGIONAL					
26-01852	07/29/26	TWO CLEAN UP GRANTS/DPW	Open	\$1,000.00	\$0.00		
26-02075	08/26/26	SHARED AGREEMENT-FOOTBALL 7/8	Open	\$3,000.00	\$0.00		
		Vendor Total:		\$4,000.00			
03001		STATE TOXICOLOGY LABORATORY					
26-02090	08/28/26	RDT/APPLICANT TESTS 11/25-6/26	Open	\$1,220.00	\$0.00		
03008		NJ DEPT OF TREASURY/FEES					
26-01977	08/13/26	COMPOST ANNUAL FEE MUA/DPW	Open	\$1,016.00	\$0.00		
03162		RUTGERS UNIVERSITY - OFFICE OF					
26-01991	08/14/26	M Hayes- RPA #1 & MUN.BUDG PR	Open	\$1,911.00	\$0.00		
03280		PARAMOUNT SANITARY SUPPLY					
26-01983	08/14/26	CLEANING SUPPLIES FOR BUILDING	Open	\$784.79	\$0.00		
03449		EUROFINS DRINKING WATER, LLC					
26-01492	06/19/26	2026 SEASONAL POOL CONTRACT	Open	\$901.00	\$0.00		
03460		V.E. RALPH & SON, INC.					
26-01974	08/13/26	MED GLOVES, DEFIBTECH AED PADS	Open	\$2,678.50	\$0.00		
03537		RUTGERS, THE STATE UNIVERSITY					
26-01875	07/31/26	Christina MMPA Class	Open	\$2,250.00	\$0.00		
26-01895	08/04/26	Purchasing 1 April	Open	\$1,004.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03537		RUTGERS, THE STATE UNIVERSITY		<i>Account Continued</i>			
			Vendor Total:	\$3,254.00			
03611		SERVICE TIRE TRUCK CENTERS					
26-01685	07/13/26	TIRES/SANT/RDS/RECY/DPW	Open	\$6,039.91	\$0.00		
26-02108	08/31/26	DISMOUNT/MOUNT /DPW	Open	\$1,516.00	\$0.00		
			Vendor Total:	\$7,555.91			
03692		SOUTH JERSEY GAS CO					
26-02105	08/28/26	SOUTH JERSEY GAS JULY- AUG 26	Open	\$395.26	\$0.00		
03810		MUNICIPAL UTIL AUTH USAGE COST					
26-02145	09/03/26	WATER AND SEWER 4/15- 7/15/26	Open	\$1,914.62	\$0.00		
03820		MUNICIPAL UTIL. AUTH. ON CALL					
26-01999	08/17/26	ONE CALL CONCEPTS/DPW	Open	\$893.25	\$0.00		
03915		TURF EQUIPMENT & SUPPLY CO					
26-01887	08/03/26	MOWER PARTS/DPW	Open	\$308.52	\$0.00		
26-01990	08/14/26	SPACER/DPW	Open	\$85.46	\$0.00		
			Vendor Total:	\$391.98			
03971		VERIZON WIRELESS MDT POLICE					
26-02018	08/18/26	6/21 TO 7/20/2026 PD & TWP MDT	Open	\$911.83	\$0.00		
04097		CINTAS FIRST AID AND SAFETY					
26-01921	08/07/26	BOCA FIRST AID SUPPLIES	Open	\$76.38	\$0.00		
26-01973	08/13/26	PD SAFETY CABINET 8/6/2026	Open	\$51.57	\$0.00		
26-02006	08/17/26	RE-STOCK REC. DEPT.	Open	\$94.63	\$0.00		
26-02076	08/26/26	FIRST AID SUPPLIES/DPW	Open	\$77.29	\$0.00		
26-02104	08/28/26	RE-STOCK MILLMAN CENTER	Open	\$160.52	\$0.00		
			Vendor Total:	\$460.39			
04266		NJ DEPT OF HEALTH&SENIOR SVCS					
26-01984	08/14/26	July 2026 Dog fees	Open	\$36.00	\$0.00		
04301		SEASHORE ASPHALT CORPORATION					
26-01488	06/19/26	ASPALT/DPW	Open	\$2,668.63	\$0.00		B
05066		MICHAEL REEB					
26-02059	08/24/26	DJ- COOMBS/DOUGLASS BAYRUN	Open	\$300.00	\$0.00		
2023		ATLANTIC TACTICAL INC					
26-01497	06/19/26	14 BALLISTIC HELMETS	Open	\$10,466.40	\$0.00		
5089		MICHAEL LUCCHESI					
26-02035	08/19/26	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
6059		USABLE LIFE					
26-02162	09/03/26	SEPT 2026 LIFE INS	Open	\$891.00	\$0.00		
6063		CAPE MINING & RECYCLING, LLC					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
6063		CAPE MINING & RECYCLING, LLC		<i>Account Continued</i>			
26-01993	08/14/26	WOOD CHIPS/DPW	Open	\$788.50	\$0.00		
26-02069	08/25/26	WOOD CHIPS/DPW	Open	\$1,499.50	\$0.00		
26-02073	08/26/26	WOOD CHIPS/DPW	Open	\$5,238.87	\$0.00		
26-02128	09/02/26	WOOD CHIPS/DPW	Open	\$655.50	\$0.00		
		Vendor Total:		\$8,182.37			
7079		SUBURBAN PROPANE L P					
26-02010	08/17/26	PROPANE- SHUNPIKE	Open	\$395.24	\$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
26-01972	08/13/26	AC CALLOUTS JULY 2026	Open	\$700.00	\$0.00		
		Vendor Total:		\$6,100.00			
7196		LAUREN HUGGINS SUIT					
26-00060	01/12/26	RES 25-07 PUBLIC INFO OFFICER	Open	\$1,356.67	\$0.00		B
7251		REIT LUBRICANTS CO					
26-01948	08/07/26	VARIOUS OILS	Open	\$3,058.00	\$0.00		
7310		CORELOGIC REAL ESTATE TAX SER					
26-02092	08/28/26	block 42 lot 20	Open	\$1,586.90	\$0.00		
26-02122	09/02/26	BLOCK 351 L-1 KLOSE/MAGI	Open	\$1,659.65	\$0.00		
26-02124	09/02/26	B-753.22 L-1 SHAUB	Open	\$1,384.65	\$0.00		
		Vendor Total:		\$4,631.20			
7333		JOSEPH WAREHAM					
26-01969	08/13/26	SUMMER BASKETBALL OFFICIAL	Open	\$120.00	\$0.00		
7378		TONY PROCOPIO					
26-02065	08/25/26	LACROSSE OFFICIAL	Open	\$140.00	\$0.00		
7437		ECOVERSE INDUSTRIES LTD					
26-01988	08/14/26	DOOR SWITCH/DPW	Open	\$177.52	\$0.00		
7441		ARCHER & GREINER					
26-02071	08/25/26	2026 IBank/New Ords/Misc	Open	\$3,754.69	\$0.00		
7475		SUZANNE M SCHEID					
26-02146	09/03/26	DENTAL REIMBURSEMENT	Open	\$150.00	\$0.00		
7555		LORCO PETROLEUM SERVICES					
26-01995	08/14/26	USED OIL/DPW	Open	\$180.00	\$0.00		
7577		GARY'S AUTOMOTIVE					
26-01987	08/14/26	NJ STATE SMOKE TEST/DPW	Open	\$127.50	\$0.00		
7578		SIGNALSCAPE INC					
26-01509	06/22/26	STARWITNESS FIELD INTERVIEWER	Open	\$5,029.00	\$0.00		
7772		PIONEER ATHLETICS					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7772		PIONEER ATHLETICS	<i>Account Continued</i>				
26-01989	08/14/26	PAINT FOR FIELDS	Open	\$1,098.90	\$0.00		
7792		JPMONZO MUNICIPAL CONSULTING					
26-01959	08/12/26	RFP Spec Writing	Open	\$50.00	\$0.00		
7805		LANDBERG CONSTRUCTION LLC					
26-01291	06/04/26	RES 2026-214 LTC071 ARCTIC AVE	Open	\$114,638.44	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
26-02089	08/28/26	PB ENGINEER VOUCHERS	Open	\$1,212.50	\$0.00		
7871		PLANET TECHNOLOGIES, INC					
26-02113	09/02/26	Planmet log on	Open	\$232.32	\$0.00		
7929		AMAZON CAPITAL SERVICES, INC					
26-01960	08/12/26	EQUIPMENT PARTS	Open	\$51.34	\$0.00		
26-01980	08/13/26	PD SUPPLIES 8/10/2026	Open	\$596.25	\$0.00		
26-01992	08/14/26	unfi switch	Open	\$123.00	\$0.00		
26-02013	08/17/26	COURT OFFICE SUPPLIES	Open	\$99.55	\$0.00		
26-02017	08/18/26	PD SUPPLIES 8/17/2026	Open	\$250.51	\$0.00		
26-02049	08/21/26	OFFICE SUPPLIES- DEPOSITS	Open	\$178.53	\$0.00		
26-02058	08/24/26	MEASURE TAPE & PICKLEBALL EQUI	Open	\$143.01	\$0.00		
26-02097	08/28/26	MISAPPLIED INVOICES/CREDIT	Open	\$64.44	\$0.00		
		Vendor Total:		\$1,508.63			
7959		ALL PRO TEAM SPORTS					
26-01846	07/28/26	FOOTBALLS AND MOUTH GUARDS	Open	\$795.00	\$0.00		
7977		JANIA BAILEY					
26-02147	09/03/26	CONTRACTUAL REIMBURSEMENT V	Open	\$325.00	\$0.00		
8072		JOHNSONS CONTROL SERCURITY					
26-00467	02/27/26	MAINTENANCE AGREEMENT 2026	Open	\$137.77	\$0.00		B
8175		INTEGRITY INTERPRETING LLC					
26-02048	08/21/26	COURT INTERPRETING 7/2026	Open	\$63.00	\$0.00		
8211		CONFIRE FIRE PROT SERV LLC					
26-01947	08/07/26	SPRINKLER INSPECTION TOWNHALL	Open	\$452.50	\$0.00		
8212		MICHAEL CALAFATI ARCHITECT LLC					
26-00400	02/19/26	FOSTER HOUSE	Open	\$2,595.00	\$0.00		B
8241		ADOLEO INC					
26-01218	06/03/26	RES#26-203 -DON'T CALL ME FRAN	Open	\$4,000.00	\$0.00		
8439		J&D SERVICES LLC					
26-00077	01/13/26	RES 26-48 FINAL FERT \$37,643	Open	\$13,516.00	\$0.00		B
8454		AUTOZONE PARTS INC					
26-01997	08/17/26	SUPPLIES/DPW	Open	\$128.51	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8454		AUTOZONE PARTS INC	<i>Account Continued</i>				
8721		BLANEY, WEINBERG, & CURIO, PC					
26-00081	01/13/26	RES 26-03 PROSECUTOR DNE 45000	Open	\$3,750.00	\$0.00		B
26-00082	01/13/26	RES 26-03 PROSECUTOR WWC 10000	Open	\$833.33	\$0.00		B
		Vendor Total:		\$4,583.33			
8723		HOFFMAN INTERNATIONAL INC					
26-02004	08/17/26	CONDENSER/DPW	Open	\$1,752.29	\$0.00		
8736		TRACTOR SUPPLY COMPANY					
26-01958	08/12/26	FUEL TRANSFER TANK 96G	Open	\$899.99	\$0.00		PC1
8848		COMFORT NOW LLC					
26-01901	08/04/26	HVAC REPAIR TOWNSHIP HALL #3	Open	\$1,881.00	\$0.00		
26-01978	08/13/26	REPAIRS- TOWNHALL RTU #2	Open	\$579.50	\$0.00		
26-02001	08/17/26	TOWNHALL DIAG/REPAIR RTU #4	Open	\$1,204.50	\$0.00		
26-02002	08/17/26	MILLMAN DIAG/REPAIR OUTDOOR #2	Open	\$2,379.70	\$0.00		
		Vendor Total:		\$6,044.70			
8909		COMCAST BUSINESS PD INTERNET					
26-02149	09/03/26	COMCAST #708748079 AUG/SEPT 26	Open	\$2,038.86	\$0.00		
8931		CAPE REGIONAL URGENT CARE LLC					
26-02037	08/19/26	EXAMS FOR 2 ACADEMY RECRUITS	Open	\$394.00	\$0.00		
9021		NATIONAL HIGHWAY PRODUCTS INC					
26-01902	08/04/26	SIGN SHOP MATERIAL	Open	\$746.50	\$0.00		
9026		STARR SEPTIC LLC					
26-01981	08/13/26	250 GALLON HOLDING TANK/DPW	Open	\$3,200.00	\$0.00		
9146		GIRL SCOUT TROOP #49057					
26-01851	07/29/26	CLEAN UP/GRANT/DPW	Open	\$500.00	\$0.00		
9166		REMINGTON & VERNICK ENG II INC					
26-00420	02/25/26	RES #2026-108 BOCA ROOF & HVAC	Open	\$14,850.00	\$0.00		B
9216		ATLANTICARE REGIONAL MEDICAL					
26-00432	02/25/26	ATLANTICARE 2026 RES #2024-229	Open	\$14,500.00	\$0.00		B
9296		ALTEK BUSINESS SYSTEMS INC					
26-02056	08/21/26	DETECTIVES PRINTER- KYOCERA	Open	\$166.74	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
26-00063	01/12/26	RES 26-01 RETAINER DNE \$40K	Open	\$3,333.33	\$0.00		B
9317		VERIZON CONNECT FLEET USA LLC					
26-02088	08/28/26	2/1/26-2/28/26 GPS	Open	\$1,705.50	\$0.00		
26-02154	09/03/26	09/01/26-10/01/26 GPS	Open	\$341.10	\$0.00		
		Vendor Total:		\$2,046.60			

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9399 26-01437	06/10/26	CHILDS PLAY CHALLENGE COURSES CHILD'S PLAY CHALLENGE COURSES	Open	\$1,898.00	\$0.00		
9420 26-02072	08/26/26	JOE'S ELECTRICAL SERVICES LLC REPAIR ELECTRIC PANEL FD PARK	Open	\$297.00	\$0.00		
9421 26-01217	06/03/26	ASBURY ENTERTAINMENT LLC RES#26-203- E STREET SHUFFLE	Open	\$3,550.00	\$0.00		
9445 26-02012	08/17/26	TWIN ROCKS WATER RECREATION - WATER DELIVERY	Open	\$47.96	\$0.00		
26-02014	08/17/26	COURT WATER DELIVERY 8/2026	Open	\$23.98	\$0.00		
26-02016	08/18/26	PD WATER DELIVERY 8/12/2026	Open	\$249.85	\$0.00		
26-02053	08/21/26	8/12/26 TOWNHALL WATER DEL.	Open	\$81.94	\$0.00		
26-02107	08/31/26	PD WATER DELIVERY 8/26/2026	Open	\$129.85	\$0.00		
		Vendor Total:		\$533.58			
9452 26-01979	08/13/26	DEPT. OF LAW & PUBLIC SAFETY PTC LICENSING INVOICE #12585	Open	\$200.00	\$0.00		
9453 26-01762	07/21/26	CAPITAL ONE TRADE CREDIT REC- JULY MONTHLY	Open	\$226.60	\$0.00		
26-02051	08/21/26	2 CHAIN SAWS	Open	\$1,183.98	\$0.00		
		Vendor Total:		\$1,410.58			
9460 26-02039	08/19/26	LAWMEN SUPPLY COMPANY OF NJ AMMUNITION	Open	\$7,374.04	\$0.00		
9463 26-02003	08/17/26	AT&T ENTERPRISES, LLC FS 06.27 07.28	Open	\$153.93	\$0.00		
9485 26-02163	09/03/26	BRAVEN HEALTH SEPT 2026 RETIREE HEALTH	Open	\$31,430.30	\$0.00		
9519 26-01967	08/13/26	Bloodgood Law Enforcement Train SRO UPDATE COURSE - PTL REILLY	Open	\$195.00	\$0.00		
9553 26-01442	06/10/26	SCHOOL ASSEMBLIES BRANDS LLC SUMMER CAMP PRESENTATIONS	Open	\$1,295.00	\$0.00		
9564 26-01578	07/01/26	Cape Square Entertainment LLC BOWLING/SHOE RENTAL	Open	\$750.00	\$0.00		
9575 26-01788	07/23/26	Brett Dinkelacker EXEMPT VET REFUND	Open	\$18.46	\$0.00		
9584 26-02042	08/21/26	Field Lining & Painting PAINT & LINE FIELD- FOOTBALL	Open	\$2,015.00	\$0.00		
9585 26-02063	08/24/26	Kelly Hussey WINDSHIELD REPL. RESIDENT	Open	\$562.37	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Vold Amount	Contract	PO Type
9585		Kelly Hussey	<i>Account Continued</i>				
ACMJ005 26-02126	09/02/26	ACM JIF, C/O QUAL LYNX REIMBURSEMENT OF CLAIMS CHECK	Open	\$2,269.71	\$0.00		
ALAIN005 26-02117	09/02/26	Elaine Cassidy B-512.04 L-2880	Open	\$3,219.98	\$0.00		
BOYLEJOE 26-02044	08/21/26	JOSEPH BOYLE MEDICARE SUPPLEMENT JULY-SEPT	Open	\$278.52	\$0.00		
ENVIR005 26-02155	09/03/26	Environmental Testing Services ETS Inspection 342 Willow Dr	Open	\$850.00	\$0.00		
FOURNIER 26-02148	09/03/26	KAREN FOURNIER VISION REIMBURSEMENT	Open	\$175.00	\$0.00		
G-REA 26-02133	09/02/26	MICHAEL REARDON Aug Inspections Invoice	Open	\$700.00	\$0.00		
HHSPE005 26-02057	08/24/26	H&H Specialties SR SMITH LIFT BATTERY	Open	\$354.00	\$0.00		
JAMES010 26-02129	09/02/26	James Trunifo b-368.01 lot 9	Open	\$572.62	\$0.00		
JAVIE005 26-02121	09/02/26	Javier Montalvo B-334.07 L-9	Open	\$820.00	\$0.00		
KARLS005 26-02114	09/02/26	Karl Schmitt B-368.06 L-5	Open	\$958.42	\$0.00		
KRIST005 26-01968	08/13/26	Kristin Wareham SUMMER BASKETBALL OFFICIAL	Open	\$300.00	\$0.00		
LINDA005 26-02115	09/02/26	Linda Wenger B-35 L1.01	Open	\$4,386.74	\$0.00		
LOWER 26-02172	09/03/26	LOWER TOWNSHIP DIFF CARD USAGE AUGUST 2026	Open	\$26,388.76	\$0.00		
MARCU005 26-02119	09/02/26	Marcus Patterson B-578 L-14	Open	\$938.21	\$0.00		
MORGA005 26-02116	09/02/26	Morgan Hart B-741.04 L-23	Open	\$1,803.79	\$0.00		
ROCCO005 26-02118	09/02/26	Rocco Vespe B-704 LOT 1 C-413	Open	\$2,042.16	\$0.00		
SEAGE 26-01868	07/30/26	SEAGEAR MARINE SUPPLY FS W Belles	Open	\$120.00	\$0.00		

Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SEANW005		Sean Wheeler					
26-02120	09/02/26	B-172 L-5 & B-393 L-50	Open	\$1,945.60	\$0.00		
SMITHS		SHEILA D SMITH					
26-02043	08/21/26	MEDICAL SUPPLEMENT- SEPTEMBER	Open	\$219.23	\$0.00		
TACPR		TAC PRINTING & MARKETING SERV					
26-02032	08/19/26	BUSINESS CARDS	Open	\$118.00	\$0.00		
TORIT005		TORI TOMLIN					
26-02078	08/27/26	REIMBURSEMENT NSF FEE	Open	\$18.00	\$0.00		
TRAVI005		Travis Pritchard					
26-02031	08/19/26	REIMBURSEMENT-SUMMER CAMP	Open	\$240.00	\$0.00		
VERIZ005		Verizon, New Jersey					
26-01794	07/23/26	BLOCK 9998 LOT 1	Open	\$38.85	\$0.00		

Total Purchase Orders: 181 Total P.O. Line Items: 0 Total List Amount: \$1,594,315.02 Total Void Amount: \$0.00

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

RESOLUTION #2026-284

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICAN BOUNCE FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP FAMILY FUN NIGHT ON SEPTEMBER 18, 2026 – WITH A RAIN DATE OF SEPTEMBER 25, 2026

WHEREAS, Lower Township's Family Fun Night has become an annual community event hosted by the Township of Lower; and

WHEREAS, one of the 2026 Family Fun Nights is scheduled to take place on September 18, 2026 – with a rain date of September 25, 2026 at the Clem Mulligan Sports Complex; and

WHEREAS, in connection with the Family Fun Night, the Township of Lower provides a number of recreational activities, music, and food to the general public; and

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

WHEREAS, American Bounce has provided a quote in the amount of \$1,750.00; and

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

Appropriation:

6-01-30-420-257

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 mayor is hereby authorized to execute an Agreement with American Bounce for the provision of rides and inflatables in connection with Family Fun Night.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

American Bounce

PO Box 28
Norma, NJ 08347
856-696-3695

****Rental Agreement****

Date: 09/18/26 Rain Date: 9/25/26 Deposit: \$0.00 Balance Due: \$1750.00
Name: Lower Township Address: Clem Mulligan Field, East Bates Ave., Villas, NJ 08251
Start time: 5:30 pm End time: 8:00 pm
Signature: _____ Delivered by: _____

Inflatables

1. Equipment, Rent and terms of rental agreement: The undersigned as lessee, hires from American Bounce as lessor, one All-in-One Sports Bounce unit, id # . Blower # The Rental fee as stated above is payable in advance from the time of commencement.

2. DELIVERY: To the street address specified above by lessee (customer). Lessee grants lessor right to enter the property at said address (delivery Address) for the delivery and subsequent pick up of the Bounce house at the specified time.

3. TRANSPORTATION EXPENSE: Except as provided herein all charges in delivering and subsequent pick up of the Bounce house with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the Bounce house is not returned at the appointed time by Lessee to Lessor then \$50. Transportation Fee shall be automatically imposed.

4. GENERAL RULES TO FOLLOW DURING USE OF THE Bounce house:

**** American Bounce is fully responsible for the setup, care, and operations of all rides. ****

NJ #10685
NJ #07157

Candy Kid Zone
Adrenaline Rush OC

Permit # I-18945
Permit # I-18944

5. SPECIAL INSTRUCTIONS: The Bounce house's equipment is reliable. Should the Bounce house begin to deflate: (1) The motor may have stopped, in Which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord-for blockage, and check both tubes at the back of the Bounce house for snugness; re-tie if necessary. (3) If you can not correct the problem call 856-696-3695 or 856-297-9297..

6. ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the unit will be made without prior written approval of Lessors.

7. TITLE TO: Lessee agrees to keep the Bounce house in their custody not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such Bounce house. The Bounce House will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.

8. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the Bounce house that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.

9. RAIN POLICY: DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN, HIGH WINDS, ETC). WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING THE UNIT OR NOT. IF YOU DECIDE TO KEEP THE UNIT THERE WILL BE NO REFUNDS .

LESSOR : _____ date / / .
Authorized Representative for AMERICAN BOUNCE

By my signature, I accept the terms of this RENTAL AGREEMENT.

LESSEE : _____ date / / .

Print _____.

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THE JUMP IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITIONS. IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT, PLEASE CALL US IMMEDIATELY. 856-899-7861

**AMUSEMENT RIDES
HOLD HARMLESS AGREEMENT**

Between the Borough/Township/City/County of Lower
and Horner Enterprises, dba American Bounce (Contractor).

WITNESSETH:

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

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

Workers Compensation/Employers Liability: 1,000.00

General Liability: 1,000.00

Automobile Liability: 1,000.00

Umbrella Liability: N/A

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

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

Event: Family Fun Night Date: 9/18/26 Rain Date: 9/25/26

Dated: 6/26/26 Signed: [Signature]

Authorized Signature of the Contractor

Witness: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2025

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

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

PRODUCER First Commercial Insurance Agency P.O. Box 205 Cassadaga FL 32708		CONTACT NAME: Tony Cannizzaro PHONE (A/C No. Ext): (386) 775-1781 FAX (A/C No.): E-MAIL ADDRESS: tony@firstcommercial.com	
INSURED Homer Enterprises LLC dba American Bounce 443 Almond Rd Pittsboro NJ 08318		INSURER(S) AFFORDING COVERAGE INSURER A: BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37640	

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.

INSTR. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ Retroactive Date: 09/27/024 ☒ 3 Year Extended Reporting Claim GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	ZISMB2828 01	08/27/2025	09/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

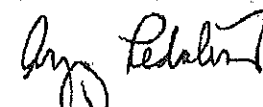
The Certificate Holder is named as additional Insured regards the General Liability policy when required by written contract subject to the terms, conditions, and exclusions of the policy.

Event Date: 08/18/26

Event Location: Clem Mulligan Sports Complex, 200 Harvard Ave., Villas, NJ 08251

CERTIFICATE HOLDER**CANCELLATION**

Lower Twp. 2800 Bayshore Rd. Villas NJ 08261	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 <i>Anthony Russo</i>
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CERTIFICATE OF LIABILITY INSURANCE			ISSUING DATE (MM/DD/YYYY) 08/12/2026													
THIS CERTIFICATE ISSUED IS FOR INFORMATION PURPOSES ONLY. IT PROVIDES NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER OR EXTEND COVERAGE PROVIDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CARRIER AFFORDING COVERAGE AND THE CERTIFICATE HOLDER.																
A STATEMENT ON THIS CERTIFICATE DOES NOT PROVIDE RIGHTS TO THE CERTIFICATE HOLDER FOR THE FOLLOWING UNLESS THE APPLICABLE ENDORSEMENTS ARE ATTACHED TO THE POLICY(IES) LISTED BELOW																
ADDITIONAL INSURED/ALTERNATE EMPLOYER/WAIVER OF SUBROGATION/PRIMARY & NON-CONTRIBUTORY/NOTICE OF CANCELLATION: THE POLICY(IES) MUST HAVE THE NECESSARY ENDORSEMENT(S) TO MODIFY TERMS AND CONDITIONS.																
INSURED: Daniel Horner See Additional Remarks Schedule 443 ALMOND RD PITTSBURGH, NJ 08318		INSURANCE CARRIER AFFORDING COVERAGE: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">GENERAL LIABILITY:</td> <td></td> <td style="width: 50%;">NAIC#</td> </tr> <tr> <td>AUTO LIABILITY:</td> <td>New Jersey Manufacturers Insurance Company</td> <td>12122</td> </tr> <tr> <td>UMBRELLA LIABILITY:</td> <td></td> <td></td> </tr> <tr> <td>WORKERS COMP:</td> <td></td> <td></td> </tr> </table>		GENERAL LIABILITY:		NAIC#	AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122	UMBRELLA LIABILITY:			WORKERS COMP:			
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TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY) - (MM/DD/YYYY)	LIMITS OF INSURANCE													
COMMERCIAL GENERAL LIABILITY ☐ OCCURRENCE GENERAL AGGREGATE LIMIT APPLIES: ☐ POLICY ☐ LOCATION ☐ PROJECT			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each Occurrence) \$ MED EXP (Any One Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODS - COMP/OPS AGG \$ COMBINED SINGLE LIMIT \$1,000,000 (Each accident) BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$													
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	82963841 CALH	05/21/2026 - 05/21/2027	E.L. EACH ACCIDENT \$ E.L. DISEASE-EACH EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ PER STATUTE													
UMBRELLA LIABILITY ☐ OCCURRENCE ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?																
SEE ATTACHED ADDITIONAL REMARKS SCHEDULE FOR DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES																
CERTIFICATE HOLDER Lower Township 2600 Bayshore Rd Villas, NJ 08251		ADDITIONAL INSURED (IF APPLICABLE) <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">ADDL INSURED OR ALTERNATE EMPLOYER</th> <th style="width: 33%;">WAIVER OF SUBROGATION</th> <th style="width: 33%;">PRIMARY & NON-CONTRIBUTORY</th> </tr> <tr> <td> ☐ CGL ☒ AUTO ☐ WC (ALT. EMPLOYER) ☐ UMB </td> <td> ☐ CGL ☐ AUTO ☐ WC ☐ UMB </td> <td> ☐ CGL ☐ AUTO ☐ WC ☐ UMB NON-CONTRIB </td> </tr> </table>			ADDL INSURED OR ALTERNATE EMPLOYER	WAIVER OF SUBROGATION	PRIMARY & NON-CONTRIBUTORY	☐ CGL ☒ AUTO ☐ WC (ALT. EMPLOYER) ☐ UMB	☐ CGL ☐ AUTO ☐ WC ☐ UMB	☐ CGL ☐ AUTO ☐ WC ☐ UMB NON-CONTRIB						
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CANCELLATION SHOULD ANY OF THE ABOVE CAPTIONED POLICIES BE CANCELLED, EITHER BY REQUEST OF THE INSURED OR CARRIER, PRIOR TO THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS & PROVISIONS		 AUTHORIZED REPRESENTATIVE														

ADDITIONAL REMARKS SCHEDULE

INSURED: Daniel Horner 443 ALMOND RD PITTSBORO, NJ 08318	INSURANCE CARRIER AFFORDING COVERAGE:	NAIC#
	GENERAL LIABILITY:	
	AUTO LIABILITY:	New Jersey Manufacturers Insurance Company
	UMBRELLA LIABILITY:	12122
	WORKERS COMP:	

SCHEDULE OF NAMED INSURED(S):

POLICY NUMBER	LINE OF BUSINESS	NAMED INSURED
	Commercial General Liability	
B2963841	Automobile Liability	HORNER ENTERPRISES LLC, DANIEL HORNER
	Umbrella Liability	
	Workers Compensation And Employers' Liability	

ADDITIONAL REMARKS:

/Event Location: Clem Mulligan Sports Complex 200 Harvard Ave. Villas, NJ 08251 Event Date 9/18/26

IT IS AGREED THAT ANY PERSON OR ORGANIZATION REQUIRED TO BE NAMED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IS AN ADDITIONAL INSURED FOR LIABILITY COVERAGE UNDER THE TERMS OF THE REFERENCED POLICY, BUT INCLUSION OF SUCH INTEREST DOES NOT INCREASE THE LIMITS OF OUR LIABILITY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/28/2026

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

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

PRODUCER

BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT

NAME

PHONE

(A/C No. Ext.)

E-MAIL

ADDRESS

FAX

(A/C No.)

844-472-0967

203-654-3613

customerservice@biberk.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: National Liability & Fire Insurance Company

20052

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Horner Enterprises LLC
American Bounce
443 Almond Rd
Pittsgrove Township, NJ 08318

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 0
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 0
						MED EXP (Any one person) \$ 0
						PERSONAL & ADV INJURY \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 0
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N9WC743851	04/07/2026	04/07/2027	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions); Claims-Made					Per Occurrence/ Aggregate

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

Exclusions: Dan Horner;

Additional Named Insured: American Bounce

CERTIFICATE HOLDER

Township of Lower
2600 Bayshore Dr,
Villas, NJ 08251

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

RESOLUTION #2026-285

Title: APPROVAL FOR OKTOBERFEST 2026

WHEREAS, Maypoint Hospitality, LLC has requested permission to host an event called "Oktoberfest" Saturday, October 3, 2026; and

WHEREAS, Maypoint Hospitality has provided the Township with a certificate of Liability Insurance and have received approval from the Lower Township Police Department.

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2026

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

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

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F82764	CONTACT NAME:	FAX
	PHONE (A/C, No, Ext): 877-308-9663	(A/C, No): 916-503-6271
	E-MAIL ADDRESS: info@inszoneins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Accelerant National Insurance Company	10220
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 316367270** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		N0091PK029175	9/20/2025	9/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	Y		N0091XS001551-00	9/20/2026	9/20/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage	Y	Y	N0091PK029175	9/20/2025	9/20/2026	Each Common Cause Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured where required by written contract subject to company policy terms, conditions, and exclusions.

Oktoberfest Event on October 3, 2026

CERTIFICATE HOLDER

Township of Lower
2600 Bayshore Drive
Lower Township NJ 08251

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Name of Event: Oktoberfest 2026 Date of Event: 10/3/2026
Date of Application: 7/17/2026 Anticipated Attendance: 200

Type of Event: (Check One)

- | | | |
|---|---|---|
| ☐ Parade / Procession | ☒ Festival ☒ 1-Day ☐ Multi-Day | ☐ Block Party |
| ☐ Craft Show ☐ 1 day ☐ Multi-Day | ☐ 1K / 5K / Athletic / Bike Race / Marathon | ☐ Ceremony / Celebration |
| ☐ Polar Plunge / Water Event | ☐ Car Show | |
| ☐ TRAFFIC DETAIL REQUEST ONLY | ☐ Other (please describe) _____ | |

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

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

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

APPLICANT INFORMATION

1. Name of Organization: Harpoons on the Bay
2. Address of Organization: 91 Beach Drive North Cape May NJ 08204
3. Point of Contact: Jeff Raiczky Phone: 609-886-5529 x 105
4. President: Jeff Raiczky Treasurer: _____
5. Purpose of Organization: Hospitality
6. Number of Members in Organization: _____
7. Tax Exempt: ☐ Yes ☒ No Tax ID#: 47-1963928
8. Is this a Non-Profit Event: ☐ Yes ☒ No NJ Registered Charitable Organization #: _____

SECTION 1 – ORGANIZATION INFORMATION

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

Name of Event Chairman/Organizer: Jeffrey Raiczky Title: Owner

Address: 91 Beach Drive City / State / Zip: North Cape May NJ 08204

E-Mail: jeff.raiczky@maypointholdings.com Cell Phone: 215-915-3834

Name of Event Chairman/Organizer: Brady Schoenrock Title: Managing Partner

Address: 91 Beach Drive City / State / Zip: North Cape May NJ 08204

E-Mail: brady.schoenrock@maypointholdings.com Cell Phone: 609-435-0775

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

Company Name: _____

Address: _____ City / State / Zip: _____

Contact Person: _____ Cell Phone: _____

Portions of the event for which the company is responsible: _____

3. Have you sponsored this event in Lower Township in previous years? ☒ Yes ☐ No

4. Will you be requesting any street closures? ☒ Yes ☐ No

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

Beach Drive and Browning Ave

Beach Drive and Scott Ave

5. Traffic Plan Required: ☐ Yes ☒ No

6. Number of Officers Requested: 2

7. Number of Vehicles Requested: 2

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

SECTION 2 – EVENT INFORMATION

1. Official Name of Event: Harpoons on the Bay Oktoberfest
2. Location of Event (please list Township venue requirements by day/date): _____
3. Purpose of Event: Celebrate Oktoberfest
4. Will the event be held for the sole purpose of advertising any product, goods or event? ☐ Yes ☐ No
5. If yes, describe in detail: _____
6. Will alcohol be served or sold by event organizers or others? ☒ Yes (ABC Permit WILL be required) ☐ No
7. If yes, describe in detail (e.g. merchant sales/vendor sales/organization sales): Attendees will be able to purchase drinks at Harpoons on the Bay. Already has Liquor License
8. Describe Event Activities (Include a copy of the program schedules): Live band and dancing on Beach Drive from 1pm until 5pm.
9. Dates and time of Event (use additional paper if necessary):

Dates and Times of Parade / Events

Set-up / Assembly

Date: 10/3/2026 Hours: 8am - 12pm
Date: _____ Hours: _____
Date: _____ Hours: _____

Event Operation

Date: 10/3/2026 Start: 12pm Finish: 5pm
Date: _____ Start: _____ Finish: _____
Date: _____ Start: _____ Finish: _____

Dismantling / Disbanding

Date: 10/3/2026 Hours: 5pm - 7pm
Date: _____ Hours: _____
Date: _____ Hours: _____

a. Rain Dates: Not Applicable

SECTION 2 – EVENT INFORMATION CONTINUED

10. Will the event require the site to remain in place overnight, or will the site be broken down each night (partially or completely)? Explain: Site will be set up in the morning and broken down in the evening,
this is essentially an 'afternoon' event

11. Describe how you plan to provide security for the event: Current trained employee staff

12. Are barricades requested? ☐ Yes ☒ No

All Events will require a detailed site plan.

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

SECTION 3 – INSURANCE REQUIREMENTS

1. Name of Insurance Company: Accelerated National Insurance Company

Policy Number: N0091PK029175

Limits of Liability: Please see Declaration Page

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

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

I, Jeffrey Raiczky, the undersigned state that I am the duly authorized representative of the Maypoint Hospitality/Harpoons on the Bay and the information provided in this application is correct to the best of my knowledge. I understand that some of the information is preliminary in nature and I will provide updated information as it becomes available. I further agree to abide by changes made to the proposed event as indicated when so granted.

Applicant Signature

Date

7/17/2024

HOLD HARMLESS

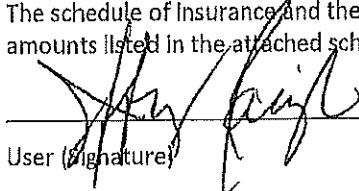
NAME OF ORGANIZATION/USER Harpoons on the Bay will be referred to as USER from this point forward. USER shall indemnify, save harmless and defend the Township of Lower, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township of Lower, from and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

INSURANCE

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

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

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


User (Signature)

Jeffrey Raiczuk

User (Print)

Township Representative (Signature)

Township Representative (Print)

CERTIFICATE OF INSURANCE

Evidence of financial responsibility from event chairperson, organization and others with whom the Township of Lower does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative, which spells out the insurance coverage in force at the dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

The Township Manager or Township of Lower Mayor and Council may refuse to grant the use or permission to execute the Special Event whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

Individuals – Block Parties or any other oriented parties

Non-Profit/Charitable Groups – Civic Groups, Social Groups, Support Groups or any other group that does not gain profits.

Commercial Rental – Any organization that is for profit. (i.e. Associations, Corporations, etc.).

I. INDIVIDUALS

- A. General Liability Limit \$1,000,000.00

Evidence that the individual has personal liability insurance in force is required to use any Township of Lower property or facility. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.

II. NON-PROFIT/CHARITABLE GROUPS

- A. General Liability Limit \$1,000,000.00
B. Township of Lower, N.J. named as "Additional Insured"
C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the Township of Lower until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Lower. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage also needs to be secured from them.

III. COMMERCIAL (FOR PROFIT) GROUPS

- A. Commercial General Liability Limit \$1,000,000.00
Combine Single Limit of Liability for Bodily Injury and Property Damage.
B. Township of Lower, N.J. named as "Additional Insured"
C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the Township of Lower until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Lower. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage also needs to be secured from them.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2026

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

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

PRODUCER
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova CA 95742

CONTACT NAME:

PHONE (A/C No. Ext): 877-308-9663

FAX (A/C No): 916-503-6271

E-MAIL ADDRESS: info@inszoneins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Accelerant National Insurance Company

10220

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Maypoint Holdings, LLC & Maypoint Hospitality, LLC t/a Harpoon's on the Bay
91 Beach Drive
North Cape May NJ 08204

License#: 0F82764
MAYPHOL-01

COVERAGES

CERTIFICATE NUMBER: 2003013959

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		N0091PK029175	9/20/2025	9/20/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y		N0091XS001651-00	9/20/2025	9/20/2026	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage	Y	Y	N0091PK029175	9/20/2025	9/20/2026	Each Common Cause Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured where required by written contract subject to company policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Township of Lower
2600 Bayshore Drive
Lower Township NJ 08251

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

1. Name of Race: N/A
2. Purpose of Race: _____
3. Entrance Fee Charged: ☐ Yes ☐ No Amount: \$ _____
4. Beneficiary: _____
5. Race Distance: _____
6. Number of Participants: _____ How many volunteers will staff the event: _____
7. Proposed Route (site-plan): _____

8. Starting & Ending Location (Identify on site-plan): _____

9. Assembly & Disbanding Area (Identify on site-plan): _____

10. Location(s) of Water Stations (Identify on site-plan): _____

11. Special Guests (i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, etc.): _____

PUBLIC WORKS

ALL APPLICANTS MUST COMPLETE THE REMAINING SECTION

1. Trash and Recycling

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

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

Do you have a recycling plan? ☒ Yes ☐ No

2. Food / Craft Vendors Obligations

Name of person responsible for distributing this information to vendors: N/A

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

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

3. Reviewing Stand

Do you request the Reviewing Stand? ☐ Yes ☒ No

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

DELAWARE BAY

BEACH ACCESS

BEACHFRONT WALKWAY

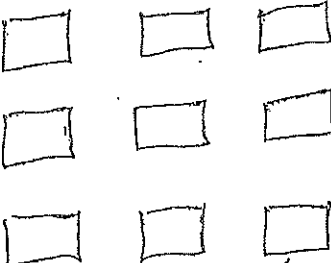
ROAD CLOSURE

SCOTT AVE.

STAGE

BEACH DRIVE

PROPOSED TEMPORARY
EXPANDED PREMISES



TABLES

SIDEWALK

CURRENT LICENSED
PREMISES

ENTRY
EXIT

*ID
CHECK

ROAD CLOSURE

DELAWARE BAY

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

STREET CLOSURE REQUEST TOWNSHIP OF LOWER

I, HARPOONS ON THE BAY residing at 91 BEACH DRIVE
(Applicants Name Printed) (Location of Applicants Residency)
request to temporarily close BEACH DRIVE from SCOTT AVE
(Street Name) (Street Name)
to BROWNING AVE on OCTOBER 3, 2026 from 8AM (am/pm) until
(Street Name) (DATE) (TIME)
7:00 pm (am/pm).
(Time)

1. I, the Applicant, acknowledge that the rights of ALL affected residents will be respected in the event my request to temporarily close a street is approved. That is, any residents residing within the closed area who feel that they must either leave or enter during the time of closure must be allowed to do so. The Township requires 100% approval of all residents on the block(s) to be closed as a prerequisite to considering a request to close a street. The signatures of all impacted residents residing on the block(s) must be provided on the attached sheet.
2. The Township requires a Certificate of Insurance naming the Township of Lower as an additional insured. Please see attached Certificate of Insurance requirements.
3. To ensure barricades are available, residents must submit a request to close a street a minimum of ten (10) business days (Monday through Friday, 8:30am to 4:30pm) in advance of the event. If the request is submitted less than ten (10) business days prior to the event, the Township of Lower does not guarantee that barricades will be available, in which case the request to close a street must be denied. Residents are responsible for setting up and taking down the barricades that will be utilized to close the street in question. The barricades, if available, will be delivered to the points of closure by Township Public Works personnel at the close of normal working hours on the day closest to the date of the event. Township personnel will pick up the barricades from the same points of closure on the next working day after the event. The barricades will be emplaced only during the hours specified for closure in the request submitted to the Township, normally four (4) hours, but in no event shall a street closure exceed eight (8) hours.

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org

TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

4. Nothing in this permit should be construed to be an exception to any applicable law(s), including but not limited to laws regarding alcohol consumption, public intoxication, or violation of the noise Ordinance. Quiet time per local ordinance is 10:00pm through 8:00am.
5. Any mechanical rides, bounce houses, water slides or carnival-like rides require certification from the State of New Jersey and Certificate of Insurance, naming the Township of Lower as an additional insured.
6. Emergency vehicles will be allowed IMMEDIATE access to the closed area.
7. The Township reserves the right to deny any request to close a street in the Township for any reason or no reason.

I have read and agree with the above stated conditions. I have provided the following required documentation:

- a. Certificate of Insurance.
- b. Signatures of all residents living within the closed area.
- c. Proof of certificate from the State of New Jersey for mechanical rides, bounce houses, water slides or carnival-like rides or attractions.

Applicants Signature

Applicants Name, Address and Phone Number

Township Manager

Date

Lower Township Police Department

Date

Department of Public Works

Date

For questions or concerns please contact the Township of Lower at (609) 886-2005.

HOLD HARMLESS

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

INSURANCE

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

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

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

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F02784 MAYPHOL-01		CONTACT NAME: PHONE (A/C No. Ext): 877-308-8683 FAX (A/C No.): 916-503-6271 E-MAIL: info@inszoneins.com ADDRESS:	
		INSURER(B) AFFORDING COVERAGE INSURER A: Accelerant National Insurance Company	NAIC # 10220
INSURED Maypoint Holdings, LLC & Maypoint Hospitality, LLC t/a Harpoon's on the Bay 91 Beach Drive North Cape May NJ 08204		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2003013959

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	N0001PK020175	9/20/2025	9/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION\$	Y	N0091XS001651-00	9/20/2025	9/20/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage	Y	N0091PK020175	9/20/2025	9/20/2026	Each Common Cause Aggregate 1,000,000 1,000,000

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

Certificate Holder is included as Additional Insured where required by written contract subject to company policy terms, conditions, and exclusions.

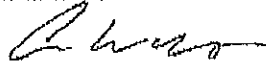
CERTIFICATE HOLDER

CANCELLATION

Township of Lower
 2600 Bayshore Drive
 Lower Township NJ 08251

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

AUTHORIZED REPRESENTATIVE



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

RESOLUTION #2026-286

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR LINCOLN BOULEVARD STORM SEWER REPLACEMENT, BEACH DRIVE TO ARCTIC AVENUE (LT-C-074)**

WHEREAS, the Notice to Bidders for the Lincoln Boulevard Storm Sewer Replacement (Beach Drive to Arctic Avenue) was advertised on July 21, 2026 and accepted on Thursday August 13, 2026 at 10:00 a.m. prevailing time; and

WHEREAS, six (6) sealed bids were submitted and reviewed by the Township Engineer, QPA, Gary Douglass, Public Works Superintendent, and Rob Belasco, Township Solicitor; and

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



Jim Craft, CFO

C-04-55-438-100
Budget Account

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

AWARD TO: LANDBERG CONSTRUCTION LLC
TOTAL: \$544,663.07

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

August 13, 2026

VIA HAND DELIVERY

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

**Re: Township of Lower, Cape May County, NJ
Lincoln Boulevard Storm Sewer Replacement (Beach Drive to Arctic Avenue)
D&A File #: LT-C-074**

Dear Ms. Fournier:

Enclosed please find the two (2) lowest original bids (there were 6 submitted) that were received on August 13, 2026 for the above referenced project.

- Landberg Construction, LLC
- South State, Inc.

By copy of this letter, I am informing the Township Solicitor of same. If you should have any questions, please do not hesitate to contact me at our office.

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



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

cc: Michael Laffey, Manager (via email)
Bob Osborn, Purchasing Agent (via email w/encl.)
Gary Douglass, Public Works Superintendent (via email)
Christina Lewis, Deputy Manager (via email)
Rob Belasco, Solicitor (via email w/encl.)

DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

August 17, 2026

VIA EMAIL

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

**Re: Township of Lower, Cape May County, NJ
Lincoln Boulevard Storm Sewer Replacement
Beach Drive to Arctic Avenue
D&A File #: LT-C-074**

Dear Ms. Fournier:

We have tabulated the six (6) bids received on August 13, 2026 for the above referenced project. As such, we have determined that the lowest responsible bidder appears to be Landberg Construction, LLC, 82 Tuckahoe Road, Dorothy, NJ 08317 in the amount of \$544,663.07. Enclosed please find one (1) copy of the bid tabulation for your files.

In accordance with N.J.S.A. 40A:11-1 et seq., the award should be made to the lowest responsible bidder which appears to be Landberg Construction, LLC in the amount of \$544,663.07. The contractual award should be made contingent upon approval from the Township Purchasing Agent, Chief Financial Officer and Township Solicitor.

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

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



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

cc: Michael Laffey, Manager (via email w/encl.)
Robert Osborn, Qualified Purchasing Agent (via email w/encl.)
James Craft, CFO (via email w/encl.)
Gary Douglass, Public Works Superintendent (via email w/encl.)
Rob Belasco, Solicitor (via email w/encl.)
Mayor Frank Sippel (via email w/encl.)
Christina Lewis, Deputy Manager (via email w/encl.)
Andrew McTague, EIT (via email w/encl.)

Project Name: Lincoln Boulevard Storm Sewer Rehabilitation
(Rearb Drive to Arctic Avenue)

D&A Project #: LT-C074

Client: Township of Lower

Bid Opening Date: August 13, 2026

BID TABULATION

Item #	DESCRIPTION	QUANTITY & UNITS	UNIT PRICE	AMOUNT	South State, Inc. P.O. Box 68 Bridgeport, NJ 08302	Gentini General Contracting, LLC 4 Lange Court Mauldin Hill, NJ 08062	Garrett Paul Construction, LLC 915 Bennetts Mills Road Jackson, NJ 08527	R.E. Pierson Construction Co. P.O. Box 430 Pilesgrove, NJ 08098	Arthur Henry, Inc. 3051 Ocean Heights Ave. Egg Harbor Twp., NJ 08234
1	TRAFFIC CONTROL	LUMP SUM	7.500	\$7,500.00					
2	CLEARING SITE	LUMP SUM	\$30,000.00	\$30,000.00					
3	FUEL PRICE ADJUSTMENT	600 DOLLAR	\$1.00	\$600.00					
4	ASPHALT PRICE ADJUSTMENT	1,000 DOLLAR	\$1.00	\$1,000.00					
5	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	820 S.Y.	\$8.00	\$6,560.00					
6	HOT MIX ASPHALT MIX 25M64 BASE COURSE, 8" THICK	425 TON	\$125.00	\$53,125.00					
7	SELECT FILL (IF & WHERE DIRECTED)	350 C.Y.	\$0.01	\$3.50					
8	INLET FILTERS, TYPE 1	45 S.F.	\$0.01	\$0.45					
9	12" POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE, SDR 26	90 L.F.	\$180.00	\$16,200.00					
10	24" POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE, SDR 26	30 L.F.	\$230.00	\$6,900.00					
11	36" POLYVINYL CHLORIDE (PVC) STORM SEWER PIPE, SDR 26	945 L.F.	\$360.00	\$340,200.00					
12	INLETS, TYPE "A"	2 UNIT	\$5,000.00	\$10,000.00					
13	5' X 5' STORM SEWER MANHOLE WITH 2' LUMP	2 UNIT	\$13,000.00	\$26,000.00					
14	CONNECT TO EXISTING STORM SEWER PIPE	2 UNIT	\$1,400.00	\$2,800.00					
15	CLEAN AND TELETYPE STORM SEWER MAIN	1,860 L.F.	\$7.00	\$12,920.00					
16	EXCAVATION, TEST PIT	13 C.Y.	\$0.12	\$1.56					
17	TRAFFIC MARKINGS LINES, 4"	200 L.F.	\$8.20	\$1,640.00					
18	HMA MILLING, 2" DEPTH	1,015 S.Y.	\$7.60	\$7,714.00					
19	HOT MIX ASPHALT MIX 25M64 SURFACE COURSE, 2" THICK	235 TON	\$300.00	\$70,200.00					
Total Amount Bid Based on Estimated Quantities for Bid Items 1 - 19:				\$544,663.07					

Mark DeBlasio
Mark DeBlasio, P.E., P.P., C.M.E.
Township Engineer
Bids/et's Mathematical Error

8/13/2026

Date

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

RESOLUTION #2026-287

Title: **BID ACCEPTANCE AND CONTRACT AWARD FOR CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE VENDING MACHINES TO BIG TIME VENDING**

WHEREAS, the Notice to Bidders for the Concession Contract to Supply, Install and Service Vending Machines was advertised on March 4, 2026 and accepted on Tuesday April 7, 2026 at 10:00 a.m. prevailing time; and

WHEREAS, no (0) sealed bids were submitted and Notice to Bidders was readvertised on April 21, 2026 and Bids accepted on May 19, 2026 at 10:00 a.m. prevailing time; and

WHEREAS, no (0) sealed bids were submitted for the second time. In accordance with N.J.S.A. 40A11-5 Exceptions #3, the Township of Lower can choose a Vendor under the latest Bid Specifications; and

WHEREAS, Big Time Vending has complied with the specifications and supplied all required documents.

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

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

TOWNSHIP OF LOWER

2600 Bayshore
Road Villas, New



Incorporated 1798
(609) 886-2005

NOTICE TO BIDDER

Bid# 2026-01

**RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE VENDING
MACHINES
2026-2029**

Notice is hereby given that sealed proposals will be received by the Lower Township Clerk's Office on **Tuesday, May 19, 2026 at 10:00 a.m.**, prevailing time, at which time the said sealed proposals will be publicly opened and read for the following:

**RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE
VENDING MACHINES
2026-2029**

All bids shall be submitted on the Proposal Form approved for this proposal, or on an exact replica as to wording and punctuation. Copies of such Proposal Form, this advertisement, and the Terms and Specifications may be obtained from the Township Clerk's Office at 2600 Bayshore Road, Villas, NJ or by email request to clerk@townshipoflower.org. The bidder must absolutely comply with all of the terms of the said documents.

The Township Council reserves the right to reject any or all bids if it deems it is in the best public interest to do so. Bidders are required to comply with the requirements of Public Laws of 1975, Chapter 127, and Affirmative Action Requirements. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Robert Osborn, QPA
Purchasing Agent

Adv April 21, 2026

GENERAL INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS

- 1.1 Instructions, forms and specifications may be obtained in person or by United States Mail from the Township of Lower Township Municipal Clerk's Office, Township Hall, 2600 Bayshore Road Villas, NJ 08251.
- 1.2 All bids are to be submitted on and in accordance with the Proposal Form approved for this proposal or on an exact replica as to wording and punctuation. Copies of this Proposal Form are available at the Office of the Municipal Clerk.
- 1.3 All bidders shall be required to submit two (2) complete sets, consisting of one (1) original and one (1) exact photocopy of the Proposal Forms, required forms and the complete bid proposal in a sealed envelope addressed to the Municipal Clerk, Township Hall, 2600 Bayshore Road, Villas, NJ 08251 and clearly marked with the name and address of the bidder and the number and title of the bid proposal. Bid proposals may be hand-delivered or mailed, however, the Township disclaims any responsibility for bid proposals forwarded by United States Mail and/or Overnight Mail Carriers and that are received after the bid opening deadline.
- 1.4 All bid proposals shall be received in the office of the Municipal Clerk, Township Hall, 2600 Bayshore Road, Villas, NJ 08251 on or before the time and date specified. Bid proposals received after the time specified will be returned to the bidder unopened.
- 1.5 No bids shall be considered in which the proposal form, specifications, or any provisions have been modified, without the permission of the Township's Purchasing Agent.
- 1.6 Each bid shall be accompanied by a notarized Non-Collusion Affidavit executed by the bidder or, in case the bidder is a corporation, by a duly authorized representative of said corporation. Forms for this purpose are provided in your bid proposal.
- 1.7 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Township's Purchasing Agent.
- 1.8 To better ensure fair competition and to permit a determination of the lowest bidder, bids may be rejected if they show any omission, irregularities, alteration of forms, additions not called for, conditional or unconditional, non-responsible bids, or bids obviously unbalanced.
- 1.9 Any bidder or bidders finding any discrepancy in or omission from the specifications, in doubt as to their meaning, or feel that the specifications are discriminatory, shall notify the Township Clerk in writing not less than seven (7) days prior to the opening of the bids. Exceptions, as taken, in no way obligate the Township to change the specifications. The Township will notify all prospective bidders in writing, by addendum duly issued of any interpretations or changes made to specifications or instructions.

2.0 PREPARATION OF THE BID PROPOSALS

- 2.1 All bidders are encouraged to examine any drawings, specifications, schedules, and instructions included in the bid package. Failure to do so will be at the bidder's own risk.
- 2.2 All bidders are required to utilize type or clearly written ink print when completing the proposal form. Unit and total price extensions shall be fully extended in terms of dollars and cents. Decimal points and commas shall be utilized when and where required. If and when applicable, a bidder chooses not to bid on specific items, the bidder shall then be required to place the wording "NO BID" or "N/B" on the specified line on the bid proposal form.
- 2.3 When applicable, all bidders shall clearly complete the space provided at the top of each bid form with their name and current address.
- 2.4 No bidder shall be permitted to offer more than one (1) price on each item, even though they may feel that they may have two or more styles that will meet the specifications. Bidders shall be required to determine for themselves which item to offer. If any bidder should submit more than one (1) price on any item, all prices for that item may be rejected at the Township's discretion.
- 2.5 In the case of error in the extension of prices on the bid proposal form (if requested), the unit price shall govern. Unit prices shown must be net.
- 2.6 If erasures or other changes appear on the bid forms, each erasure or change shall be initialed in ink by the individual signing the bid.
- 2.7 The Invitation for Bid Proposal contract number, the vendor's name and a current address shall appear on any technical data or other information furnished by the vendor with the bid proposal.
- 2.8 Receipt of amendments/addendum by the bidders shall be acknowledged on the form that has been provided in the specifications. Addendum received prior to bid proposal submission should be acknowledged in the appropriate space on the bid document. Addendum received after bid submittal should be acknowledged by letter, fax or e-mail.
- 2.9 Any documents intended to supplement or deviate from the express requirements of this Invitation for Bid may result in a rejection of that bid proposal. Bidder quotation forms duplicating the items listed on the enclosed bid can be confusing and are not requested.
- 2.10 Signed bid proposal sheets and all bid price sheets, which the bidder has offered pricing, shall be returned for the bid to be considered as complete.

3.0 MATERIAL AVAILABILITY

- 3.1 Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to the submission of the bid and delivery time. It is the responsibility of the bidder to notify the Township immediately if item(s) specified are discontinued, replaced, or not available for an extended period of time. The Township reserves the right to charge back additional costs (freight, special handling, difference in purchase price, etc.) to the successful bidder when items are not supplied as offered. In addition, failure of the successful bidder to furnish the item(s) awarded from this bid may eliminate the bidder from the active bidder's list.

4.0 **ESTIMATED QUANTITIES**

- 4.1 Unless otherwise indicated, the quantities listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bid proposals. The Township does not guarantee to purchase any definite quantities however the Township does intend to purchase the quantities that are required to meet its specific needs for that item(s) during the term of the contract. The quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for the same under New Jersey State Statutes. Payment to the contractor will be made only for the actual quantities of items furnished in accordance with the contract and it shall be understood that the estimated quantities specified herein may be increased, diminished or omitted without in any way invalidating the prices bid.

5.0 **SAMPLES & LITERATURE TO BE PROVIDED WITH THE BID PROPOSAL**

- 5.1 All bids shall be accompanied by descriptive literature giving full description of details as to the types of material and equipment that are to be furnished under the contract. Samples, where required, shall be delivered to the Office of the Municipal Clerk, Township Hall, 2600 Bayshore Road, Villas, NJ 08251 before the opening of bids unless otherwise required in the specifications. All sample packages shall be clearly tagged or marked as "Samples" and each sample shall bear the name of bidder, bid proposal number and item(s) number. Failure to furnish samples, when required, or to clearly identify samples, may be considered sufficient reason for rejection of the bid. All deliveries under the contract shall conform in all respects with samples, catalogue cuts, etc., as submitted and accepted as a basis for the award. The Township reserves the right to retain or destroy the articles or materials submitted as a sample for the purpose of testing or proof of contract compliance and will be free from any redress or claim on the part of the bidder or contractor if any article or materials are lost, damaged or destroyed. Upon notification from the Municipal Clerk that a sample is available for return, it shall be removed by the bidder within fifteen (15) days or the Township will not be held responsible for its disposition.

6.0 **MODIFICATIONS OR WITHDRAWAL OF THE BID PROPOSAL**

- 6.1 A bid proposal that is the possession of the Municipal Clerk may be altered by letter, email or fax transmission bearing the signature or name of the person authorized for bidding provided it is received prior to the time and date of the scheduled bid opening. Under no circumstances shall the correspondence reveal the bid price or any changes to those figures which have been proposed, but should only indicate the addition, subtraction or other change in the documents and/or required support materials.
- 6.2 A bid proposal that is in the possession of the Municipal Clerk may be withdrawn by the bidder in person or by written notarized request up until the time of the scheduled bid opening. Bids may not be withdrawn after the bid opening, unless formal approval has been granted by both the Township Manager and the Township Purchasing Agent in accordance with N.J.S.A. 40A:11-23.3.

7.0 **TRADE NAME PROVISIONS**

- 7.1 This provision does not apply to items that are identified as "**NO SUBSTITUTION**".
- 7.2 When items within the proposal are identified by a manufacturer's name, trade name, brand name, catalogue number or reference, it shall be understood that the bidder proposes to furnish the item so identified and does not propose to furnish a substitute

unless indicated on the bid proposal form. Brand names shall be specified if offering other than the brand identified by the Township. If more than one brand is suggested by the Township, the bidder shall be required to indicate which brand they are proposing to furnish.

7.0 TRADE NAME PROVISIONS (CONTINUED)

- 7.3 The use of trade names by the Township is intended to be descriptive, but not restrictive and only to establish a standard for items that will be considered satisfactory. Bid proposals on all brands and models may be considered provided the bidder clearly states in the bid proposal exactly what they propose to furnish. The bid shall also be required to be accompanied by the manufacturer's specifications for each item proposed. Specifications or descriptive literature shall be forwarded with the bid on all proposed substitutes or the bid may be found non-responsible by the Township. If a catalogue is submitted, the page number where the item may be found shall be marked for each item. A sample may be required for evaluation prior to the acceptance of a substitute.
- 7.4 If a bidder proposes an item different than the item identified and does not provide a manufacturer's specification for that item, the bidder may be found non-responsible for that item.
- 7.5 The Township reserves the right to inspect and evaluate the proposed alternate item(s) for future consideration and inclusion on the qualified product's list.
- 7.6 The Township reserves the right to approve or reject any proposed substitutes that are a variation from the Township's specifications or requirements, and to accept any item or group of items as may be in the best interest of the Township.

8.0 PATENT RIGHTS

- 8.1 Whenever any materials, process, composition or thing called for in these specifications is covered by letter patents, the successful bidder shall be required to secure before using or employing such materials, process, composition or thing, the assent in writing of the owner or licensee of such letter patents and file same with the Township's Purchasing Agent.

9.0 COMMERCIAL WARRANTY & MANUFACTURER'S RECOMMENDATIONS

- 9.1 The bidder shall agree that all supplies and/or services furnished under any resultant purchase order issued by the Township of Lower shall be covered by the most available commercial warranties the bidder gives to any other customer for the same supplies and/or services. All warranty information and certificates shall be furnished at the time of the bid opening and become the property of the Township upon the delivery of said items. All rights and remedies stated in the warranties must be honored by the contractor and/or their manufacturer.
- 9.2 All items shall be of new manufacture unless otherwise specifically stipulated or called for in the specifications.
- 9.3 All products offered shall have passed the first line standards as set forth by the manufacturer. No seconds, blemished articles, or items containing defects shall be included in the proposed bid unless specifically stipulated or called for in the specifications.

10.0 TAX EXEMPT STATUS

- 10.1 The Township of Lower is exempt from Manufacturers Federal Excise Tax and states sales tax.

11.0 AWARD & PURCHASE

- 11.1 The Township hereby notifies all bidders that it will affirmatively insure, to the best of its ability that in any contract entered into pursuant to this advertisement, that minority business enterprises will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of an award. The bidder hereby agrees that should the bidder be awarded a contract by the Township that they will not discriminate against any person who performs work thereunder because of race, religion, color, sex, or national origin.
- 11.2 The Township reserves the right to reject any and/or all bids, to waive any informalities or technical defects in the bids, unless otherwise specified by the Township to accept any item or groups of items in the bid, as may be in the best interest of the Township.
- 11.3 The Township intends to award the contract to the lowest responsive responsible bidder within sixty (60) days after receipt and opening of the bids or within such time as may be stated elsewhere in the specifications.
- 11.4 Upon award by the governing body a contract will be issued by the Township Clerk's Office to the successful bidder for appropriate signatures. Upon execution of the contract, the Contractor shall forward all contracts back to the Clerk's Office for final approval and official signatures.
- 11.5 The Township reserves the right to award at its discretion to any one of the tie bidders or to utilize whichever method of determination that it sees applicable to the circumstances.

12.0 ASSIGNMENT OF THE CONTRACT

- 12.1 The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written approval of both the Township's Manager and the Township Purchasing Agent.

13.0 DELIVERY

- 13.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or the bid proposal.
- 13.2 All items shall be delivered F.O.B. destination 2600 Bayshore Road, Villas, NJ 08251 and all delivery costs and charges included in the bid price, unless otherwise stated in the specific conditions or specifications.
- 13.3 When applicable, the time (days, weeks, months, etc.) required for delivery is a significant factor of consideration with respect to the award process. The time required for delivery shall be indicated in the space provided on the proposal form or the bid may be ruled non-responsible and may not be further considered for award. Failure to meet the established

delivery dates for any cause other than strikes or an act of God may be due cause for forfeiture of the balance of the contract.

- 13.4 The Township reserves the right to charge the Contractor or vendor an amount of five-hundred (\$500.00) dollars for each day that the materials, supplies or services are not delivered in accordance with the established delivery schedule. The per diem charge may be invoked at the discretion of the Township, said sum to be taken as liquidated damages and deducted from the bid deposit or final payment or charged back to the contractor or vendor.

14.0 CREDITS & RETURNS

- 14.1 Each successful bidder shall agree to accept, for full credit, and return shipping charges, the return of any item(s) received from their packaging that is delivered damaged or is rendered the same unusable for its intended purpose.

15.0 PAYMENT BY THE TOWNSHIP

- 15.1 Payment shall be made by the Township only after the item(s) awarded to a contractor have been received, inspected, and found to comply with the award specifications, free of damage or defect and properly invoiced. In order for the Township to make payment, the vendor shall be required to return the Township's voucher that has been properly executed and signed. Attached also shall be the vendor's invoice and certified payrolls (when required by Law) that shall both bear the Township's purchase order number. Payment for partial payments shall not be made unless specified in the bid and/or without the prior consent of the Township's Treasurer. Failure to follow these instructions will result in the delay in the processing of invoices for payment.

16.0 ABANDONMENT OR DELAY OF THE CONTRACT

- 16.1 If the work to be done under this contract shall be abandoned by the contractor, or if at any time the Township Purchasing Agent shall certify in writing to the Township Council that the performance of the contract is unnecessarily or unreasonably delayed or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith or not in accordance with his/her terms thereof, the Township may annul the contract or any part thereof by a written notice served upon the Contractor, and the Township shall thereupon have the power to contract for the completion of said work in the manner prescribed by law and to charge the entire cost and expense thereof to the Contractor or to their Bonding Company.
- 16.2 The cost and expense so charged shall be deducted from and paid by the Township out of such monies as may be due or become due to the Contractor under and by virtue of the contract. In the case that such expense shall exceed the amount that would have been payable by the Contractor their surety shall pay the amount of such excess to the Township.

17.0 TERMINATION CLAUSE

- 17.1 The failure of any contractor or supplier of the Township to comply with the terms of this bid shall subject any contract or purchase order to revocation.

18.0 CONTRACTOR'S COOPERATION WITH THE TOWNSHIP

- 18.1 The Contractor shall keep in touch with the Township Purchasing Agent or any other representative(s) of the Township so designated by the Purchasing Agent and shall actively cooperate in all matters pertaining to this contract in any way the Purchasing Agent may direct or to the end that the Township of Lower shall receive efficient and satisfactory service. The Contractor shall meet with the Township Purchasing Agent or his designated representative(s) when requested to answer any questions or to resolve any problems concerning the contract or they may be judged to have failed in the performance of the contract and their bond shall be liable.

19.0 **BID BOND/SECURITY**

- 19.1 Each bid shall be accompanied by a Bid Bond, Certified Check, Treasurer's Check or Cashier's Check in the amount of ten (10%) percent of the total amount of the bid (but not in excess of \$20,000.00) per N.J.S.A. 40A:11-21.
- 19.2 The bid security of all bidders except the three (3) apparent lowest responsible bidders, will be returned within ten (10) days after the opening of bids, Sundays and holidays exempted. The bid security of the remaining unsuccessful bidders will be returned within three (3) days. Sundays and holidays exempted, after award of the contract and upon receipt and approval of the contractor's Performance Bond.
- 19.3 Non-performance by a successful bidder or their failure to execute the contract or meet bond requirements within ten (10) days after notice of award shall result in their bid security being forfeited to the Township as liquidated damages.
- 19.4 Where the specifications or instructions provide for no Surety/Performance bond requirements, the check of the successful bidder will be returned upon satisfactory completion of the work or delivery and inspection of the goods and services purchased subject to such other provisions of these instructions or the specifications, whichever may apply.
- 19.5 If no contract has been awarded within sixty (60) days after bid opening, bid security will be returned upon demand of the bidder.

20.0 **CERTIFICATE OF SURETY**

- 20.1 Each bidder shall include with their bid proposal a certificate from a Surety Company authorized to transact business in the State of New Jersey, stating that it shall provide the Contractor with a Performance Bond in the sum required by these instructions if awarded the contract per N.J.S.A. 40A:11-22. All bonds shall be approved as to form and sufficiency by the Township Solicitor.
- 20.2 The Certificate of Surety documents shall include the following information, in order to be considered complete by the Township.
- 20.2.1 **A Certificate of Surety** - from an insurance company authorized to issue Surety and Performance Bonds in the State of New Jersey. The Certificate of Surety shall state that upon award of a contract by the Township, that a Performance Bond shall be issued and supplied to the Township in an amount equal to one-hundred (100%) percent of the total contract and/or an amount established by the Township. The Bond shall be for the faithful performance of the contract and in

place for the total duration of the contract. (See Section 21.0 for established amount of the contract)

20.2.2 **A Certificate of Power of Attorney** - issued and supplied by an insurance company. This certificate shall state that the Attorney-In-Fact who is the signatory on the Certificate of Surety is duly authorized by the insurance company and its Board of Directors to sign on their behalf.

20.2.3 **A Financial Statement** - issued and supplied by the State of New Jersey's Department of Insurance. This statement shall include financial information on the insurance company that is issuing the Certificate of Surety and the Performance Bond to the Township. The information provided shall include a listing of the corporate officers, assets, liabilities and available surplus funds.

20.0 CERTIFICATE OF SURETY (CONTINUED)

20.2.4 **A Certificate of Authority** - issued and supplied by the State of New Jersey's Department of Insurance. This form certifies that the insurance company being utilized for the surety has complied with the laws of the State of New Jersey and is approved to transact business in the State.

21.0 PERFORMANCE BOND

21.1 The successful bidder, when awarded a contract, shall be required to furnish with their bid proposal submission a Performance Bond in the amount as specified below for the faithful performance of all provisions of the terms, conditions and specifications of the contract and their obligations thereunder. The bond shall be provided by an approved Surety Company authorized to transact business in the State of New Jersey.

21.2 Said Performance Bond shall be posted and supplied in the dollar amount of **\$25,000.00**. This dollar amount was established as an initial estimate of the work that could be performed under this contract should a natural or manmade disaster occur within the Township during the course of the contract.

22.0 RESERVATIONS

22.1 The Township reserves the right to reject any and/or all bid proposals or parts of the bid and to waive any informalities or technicalities in the bid proposals as may be in the best interest of the Township and that may be permitted by Law.

22.2 The Township reserves the right to award the contract as a lump sum and/or on an individual item basis or such combination as shall, in its judgment, be in the best interest of the Township of Lower and the general public.

22.3 The Township may waive minor differences in specifications provided these differences do not violate the specifications intent nor materially affect the operation for which the item or items are being purchased, nor increase the estimated operating, maintenance and/or repair cost to the Township.

23.0 DEVIATIONS FROM THE SPECIFICATIONS

- 23.1 In addition to the above requirements, all deviations from the specifications shall be noted in complete detail by the bidder in writing at the time of the submittal of the formal bid proposal. The absence of a written list of specification deviations at the time of submittal of the bid proposal will hold the bidder strictly accountable to the Township for furnishing material(s), equipment or services in full accordance with the specifications as written, and failure to do so will be grounds for rejection upon delivery of any item(s) not fully meeting specifications.

24.0 INSPECTION OF PRODUCTS & ITEMS DELIVERED

- 24.1 All materials, equipment, supplies and/or services delivered to or performed for the Township of Lower shall be subject to final inspection and/or testing by the Township or by other testing laboratories that the Township may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Township may reject all or any part of the materials, supplies or services to be provided under this contract. Variances in materials, supplies and/or services may be waived upon approval by the Township Purchasing Agent.

25.0 DOMESTIC PRODUCTS TO BE UTILIZED

- 25.1 Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18 in connection with this contract.

26.0 LAWS & REGULATIONS

- 26.1 In all operations related to any contract awarded under these specifications, all ordinances and regulations of the Township of Lower and all United States, State of New Jersey, County of Cape May and Township Laws, which shall be or become applicable to and control or limit in any way the actions of those engaged as Principal or Manager, must be respected and complied with strictly. The Contractor shall protect and indemnify the Township of Lower and its agents or employees against any claim or liability arising from or based on the violation of such laws, ordinance or reservations, whether by them or their employee.

27.0 REQUIRED CONTRACTOR LICENSES & PERMITS

- 27.1 The Vendor/Contractor and/or the subcontractor shall be responsible to secure a Township Contractor License or present a valid New Jersey State License to the Township's Inspector, located in the Construction Office, Township Hall, 2600 Bayshore Road, Villas, NJ 08251. Failure to secure said licenses will be cause for delay in payment by the Township and could subject the vendor to possible fines by the Township.
- 27.2 The Vendor/Contractor shall comply with all Federal, State, County and local laws, regulations, resolutions, and ordinances affecting the work prescribed herein; shall give the proper public authorities all requisite notice in connection with the work and, when applicable shall obtain said permits from the Township's Construction Office, Township Hall, 2600 Bayshore Road, Villas, NJ 08251. The Contractor shall be solely responsible for any damages resulting from their neglect to obey all laws, regulations, rules, and ordinances and should they perform any work prescribed in the specifications or drawings, knowing it to be contrary to such laws, regulations, resolutions, rules and ordinances and without notifying the Township in writing and obtaining a notice to proceed.

28.0 NEW JERSEY AFFIRMATIVE ACTION REQUIREMENTS

- 28.1 The provisions of Chapter 127. Public Laws of 1975 are applicable to this contract. Bidders are required to familiarize themselves and comply with the requirements of this statute. Prospective bidders shall be required to answer the attached questionnaire and as applicable, complete the Affirmative Action Affidavit or comply with other requirements of the law.

29.0 NEW JERSEY PREVAILING WAGE RATES REQUIREMENTS (WHEN and WHERE APPLICABLE, REQUIRED FOR THIS CONTRACT)

- 29.1 The provisions of Chapter 150 of the Laws of 1963 as amended by Chapter 64 of the Laws of 1974, New Jersey State Statutes, Prevailing Wage Rates on Public Contracts, as determined by the Department of Labor and Industry, are applicable to this contract. When and where applicable certified payrolls shall be required and noncompliance of this requirement will be cause for delay in the process of payments.

30.0 PUBLIC DISCLOSURE STATEMENT

- 30.1 Whereas, N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all partners in the partnership who own a ten (10%) percent or greater interest therein. The Included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporation and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a public disclosure document shall result in rejection of the bid proposal.

31.0 NON-COLLUSION AFFIDAVIT

- 31.1 By the submission of this required affidavit, the bidder certifies that the bid has been arrived at independently and submitted without collusion with any other bidder, and that the contents of the bid has been communicated by the bidder, nor to the best of their knowledge and belief, by any one of its agents, to any person not an employee or an agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid proposal. Failure to furnish this information with your bid proposal shall be cause for immediate rejection of the bid proposal.

32.0 NEW JERSEY WORKER & COMMUNITY RIGHT-TO-KNOW ACT

- 32.1 The manufacturer or supplier of substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with PL 1983, Chapter 315, "Worker and Community Right-to-Know Act", Subsection b, Section 14 & N.J.S.A. 34:5A-et seq., "The New Jersey Worker and Community Right-to-Know Act", effective August 29, 1984. Further, all applicable material Safety Data Sheets (MSDS), a/k/a hazardous substance fact sheet, shall be furnished to the Township of Lower and on file with the Township Safety Officer.

33.0 INDEMNIFICATION REQUIREMENTS

- 33.1 If a contract is awarded, the successful bidder shall be required to indemnify and hold the Township of Lower harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to or death of, any person arising out of or attributable to the bidder's performance of the contract awarded.
- 33.2 Any property or work to be provided by the bidder under this contract will remain at the bidder's risk until written acceptance by the Township and the bidder shall be required to replace, at bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

34.0 **INSURANCE REQUIREMENTS & COVERAGE'S**

- 34.1 Unless otherwise required by special conditions of this invitation for bids, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance with limits of not less than those set forth below:

34.0 **INSURANCE REQUIREMENTS & COVERAGE'S (CONTINUED)**

- 34.2 **Commercial General Liability Insurance**
General Liability limits of **\$1,000,000.00 dollars** each occurrence and **\$2,000,000.00 dollars** aggregate products and completed operations.

- 34.2.1 **Umbrella & Excess Liability Insurance**
In the amount not less than **\$3,000,000.00 dollars** giving protection in excess of the Commercial General & Auto Liability Insurance.

- 34.3 **Comprehensive Automobile Liability Insurance**
Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$1,000,000.00 dollars** any one person and \$1,000,000 dollars any one accident for bodily injury and \$1,000,000.00 dollars per accident for property damage, shall be maintained in full force during the duration of the contract.

Note: On all liability insurance policies, the Township of Lower shall be named as additional insured and insurance certificates furnished to the Township shall indicate such coverage.

- 34.4 **Workers' Compensation & Employer's Liability Insurance**
Workers' Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in the performance of the contract pursuant to N.J.S.A. 34:15-12(a) & N.J.S.C. 12:235-1.6. Statutory coverage minimum of **\$500,000.00 dollars** including Employer's Liability coverage in the amount not less than **\$1,000,000.00 dollars**.

Note: The successful bidder shall provide the Township with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the Township shall be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew or material change in such coverage. The

required certificates shall be provided and on file with the Municipal Clerk's Office prior to the commencement of work in connection with this contract. All certificates must be approved by the Township's Risk Management Consultant in advance of commencement of work.

- 34.5 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise. Failure to provide and continue in force such insurance as required above, shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

35.0 OCCUPATIONAL SAFETY & HEALTH ACT (IF & WHEN APPLICABLE)

- 35.1 All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable Federal, State, County and local Codes.

36.0 AMERICANS WITH DISABILITIES ACT OF 1990

- 36.1 Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read American with Disabilities language as indicated below and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the owner harmless.

- 36.1.1 The Contractor and the Township of Lower, (hereafter "owner") do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act. During the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all cost and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete

particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representative.

It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to this contract will not relieve the contractor of the obligations to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligation assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this Agreement or otherwise by Law.

37.0 TOBACCO & DRUG FREE WORK ENVIRONMENT

- 37.1 The use of tobacco, drugs and alcohol are prohibited in the Township's buildings, facilities and vehicles.

38.0 CONFLICT OF INTEREST POLICY

- 38.1 All bid proposal awards are subject to N.J.S.A. 40A:9-22.1 Local Government Ethics Law

39.0 OMITTED

40.0 OMITTED

41.0 NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (BRC)

- 41.1 Whereas, N.J.S.A. 52:25-24.2 requires that each bidder (contractor) and subcontractor so named in the bid proposal shall be required to submit proof of a New Jersey Business Registration Certificate (BRC) prior to the award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC can be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available through the internet website @ www.nj.gov/njbgs or by telephone @ (609) 292-1730. Whereas, N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods and services for a contractor fulfilling this contract:

- 41.1.1 The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.
- 41.1.2 Prior to receipt of the final payment from a contracting agency, a Contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were utilized.

41.1.3 During the term of this contract, the Contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

41.2 A Contractor, subcontractor or supplier of a service who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of the violation, not to exceed \$50,000.00 for each business registration not properly provided and/or maintained under a contract with a contracting agency. Information on the law and the requirements is available by calling (609) 292-1730.

42.0 NEW JERSEY "PAY-TO-PLAY" LAW (N.J.S.A. 19:44A-20 et seq.)

42.1 All contractors are being placed on notice of the following:

42.1.1 The Law prohibits a county or municipality from entering into a contract having an anticipated value in excess of \$17,500.00 with a business entity, except a contract that is awarded pursuant to a fair and open process, if that business entity has made a reportable contribution, in the case of a county to any county committee of a political party in that county, if a member of that political party is serving in an elective public office of that county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that county when that contract is awarded. In the case of a municipality, to any municipal committee of a political party in that municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when that contract is awarded. A business entity that enters into such a contract with a county or municipality would be prohibited from making a contribution to any of these committees during the term of the contract.

43.0 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN STATEMENT & PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

43.1 Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract shall be required to complete the certifications contained herein and to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list can be found on the Division's website @ <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders are required to review the list prior to completing the certifications. Failure to complete the certifications will render a bidder's proposal nonresponsive by the Township. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

43.2 Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision

of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

- 43.3 Pursuant to N.J.S.A. 52:32-60.1, et seq. And N.J.S.A : 40A :11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

BID #2026-01
RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE
VENDING MACHINES

SPECIFICATIONS

1. Type of Bid and Date of Bid: This is a three (3) year contract with a minimum \$4,500.00 Dollars sealed bid to SUPPLY, INSTALL AND SERVICE VENDING MACHINES at the enclosed listed Township locations. The Township will cause any existing machines to be removed by the owners of these machines (upon award of this contract). This is a total minimum bid of Four Thousand Five Hundred Dollars (\$4,500.00) for the concession term of July 1, 2026 through June 30, 2029, with a minimum bid of One Thousand Five Hundred Dollars (\$1,500.00) for 2026, One Thousand Five Hundred Dollars (\$1,500.00) for 2027, and One Thousand Five Hundred Dollars (\$1,500.00) for 2028. This bid is to be awarded based on the highest total aggregate bid for the concession term of July 1, 2026 through June 30, 2029. Bid Opening for this concession will take place on **Tuesday, May 19, 2026 at 10:00 A.M.** at Township of Lower Municipal Building, 2600 Bayshore Road, Villas, New Jersey.

The Township, in its sole and absolute discretion, shall have the right, but no obligation, to grant up to two (2) one-year extensions of the initial Term by resolution of the Township Governing Body upon a finding that the concession services are being performed in an effective and efficient manner. Nothing contained herein shall be deemed or construed to create any right to an extension of the Term. If a first extension is granted, the Year 1 extension amount shall be a twenty percent (20%) increase over the total aggregate of the initial term. If a second extension is granted, the Year 2 extension amount shall be a twenty percent (20%) increase over the Year 1 extension total.

2. Method of Payment: A certified check or bank draft in the amount of ten percent (10%) of the total aggregate bid not to exceed \$20,000 as a good faith deposit at the time of bid then the remainder of the first-year bid by July 15, 2026. A certified check or bank draft in the amount of the second-year minimum bid for year 2027 shall be paid by July 1, 2027. A certified check or bank draft, in the amount of the third-year minimum bid for year 2028 shall be paid by July 1, 2028.

Failure to make any payment when due shall constitute nonperformance and default by bidder and may result in cancellation of the contract by Township. All payments made by bidder are non-refundable in the event of cancellation or default by bidder.

3. Payments of Rents: All sums of money owed to the Municipality under the contract shall be payable to the Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251 and all such rental sums shall be payable annually. All checks shall be

mailed or delivered to the above address c/o the Township of Lower Chief Financial Officer.

4. Dollar Volume: The Vendor shall not require nor does the Township guarantee any specific dollar or product volume be maintained for any machine placed.

5. Number, Type and Time for Installation: All vending machines shall be installed and operational on or before July 1st of each year. The successful Vendor must contact the Township's Purchasing Agent and the Recreation Director prior to the installation of machines in each location. The successful Vendor shall provide the following types of vending machines at the following locations:

<u>LOCATION</u>	<u>MACHINE TYPE</u>
1. Lower Township Police Department 1389 Langley Road Erma, NJ 08204	One (1) Cold Beverage One (1) Snack
2. Recreation Department 2600 Bayshore Road Villas, NJ 08251	One (1) Cold Beverage One (1) Snack
3. Lower Township Community Pool 700 Winslow Avenue North Cape May, NJ 08204	One (1) Cold Beverage One (1) Snack

6. Product Pricing: All products shall be priced consistently from location to location, i.e. no food or beverage item shall cost more in one location than in another.

7. Product Freshness: The Vendor shall be responsible for maintaining food and beverage products within their shelf life in all machines. All (shelf-life) expired items shall be removed and replaced with fresh products.

8. Products Permitted: It is the intent of the Township to ensure the majority of items vended in these machines are nationally advertised name brands of first quality. The Township reserves the right to require the successful Contractor to remove items that do not meet these criteria. The Township reserves the right to require the successful Contractor to furnish additional products during the term of this contract as customer demands change and new products become available. All such requests shall be in writing. All vending machine products must be packaged and maintained in the original package and the successful bidder shall be subject to health inspections performed on all handlers of the vending machine products, as well as the vending machine stations.

9. Product Guarantee: The successful Vendor shall guarantee any and all goods supplied under these specifications. Defective and/or inferior goods shall be replaced at the expense of the Vendor. In this instance, the Vendor shall be responsible for any return freight or restocking charges.

10. Trash Removal: The successful Vendor shall dispose of internal machine waste on a regular basis as necessary and maintain machines to meet standards of health and sanitation imposed by Federal, State, County and Township regulatory agencies. All empty receptacles related to servicing and/or the filling of machines must be removed by the Vendor's employees at every location. No trash related to the filling or servicing of these machines may be left in any Township location.

11. Requirements: All vending machines shall be equipped with dollar bill acceptors and electronic coin mechanisms and must fit into space identified by the Township. All machines must have the name of the vendor and a toll-free phone number for service and product problems displayed prominently on the front of each machine. The Vendor shall have the ability to reimburse patrons for incorrect change or when a machine fails to vend a product.

12. Materials and Workmanship: All design, workmanship, supplies, products and materials shall in every respect be in accordance with the best current practice in the industry, and all materials used shall be new unless otherwise specified. All design, workmanship, and materials shall be at all times and places subject to the inspection of the Municipality. Should they fail to meet the approval, they shall forthwith be made good, replaced or corrected, as the case may be, by the Vendor at the Vendor's expense.

13. Additional Machines: The Township of Lower reserves the right to require the successful Vendor to add machines to any of the locations listed in the summary, or in any other Township of Lower location during the contract period under the same terms and conditions.

14. Machine Replacements: The Township of Lower reserves the right to require the successful Vendor to remove and replace any vending machines which, in the opinion of the Township, have so deteriorated as to render the machine non-serviceable based on continued mechanical malfunctions or in the case where physical appearance has degenerated so that it detracts from the décor.

15. Machine Removal: No machine shall be removed from any location during the full term of the Contract unless authorized in writing by the Township Purchasing Agent.

16. Appearance of Employees: All employees of the successful Vendor shall be either uniformed or readily identifiable. The Vendor's employees (or individuals under the Vendor's control) shall conduct themselves at all times in a courteous and professional manner.

17. Service: The successful Vendor shall furnish services within 24 hours of notification of a problem. Service shall be available Monday through Friday between the hours of 8:00 AM and 4:30 PM. Machines shall be serviced and stocked on a regular

basis to ensure machines do not become empty of vending items. Vendor shall develop a procedure for returning coins "lost" in the vending machines. The Township of Lower Chief Financial Officer must approve this procedure prior to installation of machines.

18. Reservation of Rights: The Township of Lower reserves the right to sell, or permit to be sold by independent vendors, competing beverages and snacks at Township-sponsored events and festivals located at sites set forth in Paragraph 5 above.

19. References: All Vendors shall list no fewer than two (2) references for Vending Machine Service.

20. Mercantile License: The successful bidder will also be required to obtain a mercantile license from the Township of Lower. Said mercantile license shall be purchased on or before July 15th of each contract year. Without said mercantile license, the bidder is prohibited from selling any product in this bid during that contract period.



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 269
TRENTON, NJ 08695-0269

09/08/2021

BTV CORPORATION
STEPHEN J TOMASSI
3311 VENTNOR AVE
LONGPORT NJ 08403-1659

Dear Business Owner,

Welcome and Thank You for Registering Your Business with New Jersey

You are receiving this letter because you indicated on your registration that you will be collecting sales tax and/or paying use tax. This letter provides you with information on how to file and pay your sales and use tax and where to find more information on sales and use tax in New Jersey.

Account Information

Tax ID	PIN	Filing Frequency	Beginning Date	First Return Due
872-403-275/000	1152	Quarterly	09/01/2021	10/20/2021

How do I file my sales and use tax returns and make payments?

We require all sales and use tax returns and payments to be filed electronically.

Note: You will need your Tax ID and PIN shown above to file and make payments electronically.

- **To file and pay online**, visit our Online Filing and Payments Services at:
www.state.nj.us/treasury/taxation/onlinebus.shtml
- **To file and pay by phone**, use the worksheet and instructions available at:
<http://www.state.nj.us/treasury/taxation/prntsale.shtml>. Do not mail the worksheet to our office. Keep it for your records.
- For more information about electronic payment methods, visit:
<http://www.state.nj.us/treasury/taxation/eftpayoptions.shtml>

When do I file my sales and use tax returns and make payments?

- **Quarterly return (Form ST-50)** – As a registered business, you are required to file a quarterly return, Form ST-50, even if there were no sales made for a particular quarter and there is no tax due. If tax was collected, you are required to make a payment with the return.
 - **Due Date** – 20th day of the month following the filing period

<http://www.state.nj.us/treasury/taxation/>

RE-BID #2026-01
VENDING AGREEMENT

CONTRACT TO SUPPLY, INSTALL, SERVICE AND MAINTAIN
VENDING MACHINES 2026-2029

THIS VENDING AGREEMENT is made and entered into this 1 day of July, 2026 by and between:

Township

TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, New Jersey 08251
hereinafter called "Township"

AND

Vendor

Big Time Vending Co
A DBA
hereinafter called "Vendor"

WHEREAS, Vendor has submitted the highest responsive bid in response to the Notice to Bidders and was awarded the concession to Supply, Install, Service and Maintain Vending Machines 2026-2029 in accordance with the Local Public Contracts Law; N.J.S.A. 40A:11-1 et seq.

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

1. Authorization. The execution of this Agreement has been authorized on behalf of the Township by Resolution No. _____ adopted 2026 which Resolution is herein incorporated by this reference.

2. Bid Terms and Conditions. Vendor agrees to comply with all terms and conditions of the Bid Proposal submitted by Vendor, all sections and provisions of the Specifications and General Requirements and all required attachments thereto including the General Instructions, Specifications and Resolution all of which are incorporated herein and made part of this Agreement and collectively referred to as the "Contract Documents" or the "Agreement". In the event of a conflict between any term or provision of the Contract Documents and this Agreement, this Agreement shall control.

3. Concession Locations. The Township shall permit the use of certain locations as indicated herein by Vendor to Supply, Install, Service and Maintain Vending Machines within the Township. The permitted vending locations shall include the following Vending Locations: 1, 2, and 3 the descriptions of which follow:

LOCATION

MACHINE TYPE

1. Lower Township Police Department
1389 Langley Road
Erma, NJ 08204
2. Recreation Department
2600 Bayshore Road
Villas, NJ 08251
3. Lower Township Community Pool
700 Winslow Avenue
North Cape May, NJ 08204

One (1) Cold Beverage
One (1) Snack

One (1) Cold Beverage
One (1) Snack

One (1) Cold Beverage
One (1) Snack

4. Term. The term of this Agreement is Three (3) years, commencing effective the signing date of this Agreement as first written above, and **terminating June 30, 2029.**

5. Right to Extend. The Township, in its sole and absolute discretion, shall have the right, but no obligation, to grant up to two (2) one-year extensions of the initial Term by resolution of the Township of Lower Governing Body upon a finding that the vending services are being performed in an effective and efficient manner. Nothing contained herein shall be deemed or construed to create any right to an extension of the Term. These contract extensions shall automatically take effect July 1, 2029 and 2030, respectively, unless either party notifies the remaining party in writing of its intent not to extend for the additional contract term. Said notice shall be via Certified Mail, Return Receipt Requested and shall be received by the remaining party no later than (90) days prior to the expiration of the existing contract term.

6. Use of Vending Locations. Vendor shall utilize the Vending Locations for, and only for, the operation of the installation and maintenance of vending machines.

7. Maintenance of Vending Locations. Vendor agrees to fully maintain the subject Vending Locations by keeping them in repair, furnishing all equipment and/or replacements of equipment necessary to operate the installation and maintenance of vending machines thereon, and by being solely responsible for all necessary maintenance to and cleaning of the Vending Locations. The Township hereby reserves the exclusive right of approval of all locations, material and color of the storage box or cabinet which Vendor has been permitted to erect at each of the foregoing concession locations designated Concession Nos. 1, 2, and 3. The cost and expense of providing such storage box or cabinet is hereby agreed to be the exclusive obligation of the Vendor.

8. Payment of Fees. Vendor shall pay fees annually in the amounts as set forth below, during the three (3) years of this Agreement. Said sums shall be due on the following dates:

Receipt acknowledged upon signing of Agreement 10%	\$	_____
For 2026: Balance before July 15, 2026.	\$	1500.
For 2027: On or before July 1, 2027.....	\$	1500.
For 2028: On or before July 1, 2028.....	\$	1500.
Total fees payable over term of Agreement.....	\$	4500.-

FAILURE TO PAY FEES WHEN DUE SHALL CONSTITUTE AN IMMEDIATE DEFAULT OF THIS AGREEMENT. THE TOWNSHIP SHALL HAVE THE RIGHT TO REBID THE CONCESSION UPON DEFAULT OF THE AGREEMENT AND MITIGATE DAMAGES.

9. Additional Fees. Should Vendor fail to comply with the terms of this Agreement, Township may take any required action and charge the cost, including reasonable attorney fees, to Vendor as additional vending fees. Failure to pay such additional fees upon demand shall constitute a material violation of this Agreement.

10. Insurance. Vendor agrees, at its sole cost and expense, to purchase and maintain the insurance described in the Contract Documents and as is appropriate for the work and services being performed and furnished throughout the duration of the Agreement. Vendor further agrees to accept any and all responsibility for liability incurred as a result of the operation of this Vending in the event the policy limits are otherwise not sufficient or adequate, and does further herewith, through the execution of this Agreement, hold the Township, its agents and officers, harmless in the event of any incident giving rise to a claim against any entity.

11. Hold Harmless. Vendor shall indemnify, save harmless and defend the Township, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, merchandise or materials supplied under this Agreement or by the performance of any work or services under this Agreement, including all suits or actions of every kind or description brought against the Township, either individually or jointly with Vendor for or on account of any damage or injury to any person or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work, services or provision of any merchandise pursuant to or in connection with this Agreement, or through any negligence or alleged negligence in safeguarding the Vending Areas, or through any act, omission or fault or alleged act,

omission or fault or alleged act, omission or fault of the Vendor, its employees, Subcontractors or agents or others under the Vendor's control.

12. Mercantile License. Vendor shall be required to obtain a mercantile license for the operation of vending machines that are authorized pursuant to this Agreement.

13. Rules and Regulations. Vendor hereby covenants with the Township to observe such Rules and Regulations, which are hereinafter established, as part of this Agreement, and Vendor further agrees that any material violation thereof shall void this Agreement.

14. Rescission of Vending. Vendor hereby acknowledges that upon the violation of any Ordinance, now or hereafter adopted by the Township, or upon the violation of any condition or regulation governing the operation of and/or management of the Vending, or this Agreement, all rights and privileges granted herein to operate the Vending may be revoked and rescinded by the Township and the decision of Township shall be final, with respect to said revocation and rescission, both in law and in equity.

15. Assignment. Vendor agrees not to assign, transfer, convey, sublet or otherwise dispose of his Agreement, or any part thereof, or its rights, title or interest therein, without first obtaining the written consent of the Township.

16. Waiver. The failure of the Township at any time to insist upon a strict performance of any terms, conditions and covenants contained within this Agreement or the Contract Documents shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained or within the Contract Documents.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County.

18. Entire Agreement/Modification. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement. No alterations, changes, modification or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.

19. Validity Agreement and Bid Documents. Should any clause or provision of this Agreement or the Contract Documents be found to be legally invalid by a Court of competent jurisdiction, the remaining clauses or provisions thereof shall remain in full force and effect.

20. Parties Bound. Vendor agrees to be bound by the terms of this Agreement and the provisions of this Agreement, along with all applicable Contract Documents and any memorandums of understanding further clarifying the item(s) or services to be provided, shall bind the parties and shall bind and inure to the legal representatives, successors and assigns of the parties respectively.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST/ WITNESS:

TOWNSHIP OF LOWER

Karen Fournier, Clerk

By: _____
Frank Sippel, Mayor

VENDOR

Big Time Vending By: Steychoff, Tomassi

**BID PROPOSAL FORM
RE-BID CONCESSION CONTRACT TO SUPPLY, INSTALL AND SERVICE
VENDING MACHINES
2026-2029**

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

2026 Season Fifteen Hundred

Amount in words

\$ 1500.

Amount in numbers

2027 Season Fifteen Hundred

Amount in words

\$ 1500.

Amount in numbers

2028 Season Fifteen Hundred

Amount in words

\$ 1500.

Amount in numbers

BTVC Corp A DBV BigTime Vending 87-240 3275

Company Name

Federal I.D. # or Social Security #

414 N. E. Eter Ave. Margate, N.J. 08402

Address

Stephen J. Tomassi

Signature of Authorized Agent

Stephen J. Tomassi

Type or Print Name

Title: Pres.

609-827 9394

Telephone Number

8-10-26

Date

megavend@aol.com

E-mail address

N/A

Fax Number

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

RESOLUTION #2026-288

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

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

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

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

Appropriation 6-01-60-910-073 Amount \$20.00

CFO Signature 
James Craft

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-289

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

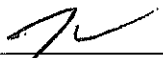
WHEREAS, Stephanie Wiscott enrolled her son in the Football Program 2026 for \$20.00; and

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

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

Appropriation 6-01-80-910-073 Amount \$20.00

CFO Signature


James Craft

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-290

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

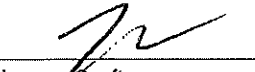
WHEREAS, Ashley Franco enrolled her son in the Football Program 2026 for \$20.00; and

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

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

Appropriation 6-01-~~1060~~-910-077 Amount \$20.00

CFO Signature


James Craft

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-291

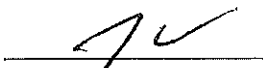
Title: APPROVAL OF REFUND FOR THE FOOTBALL PROGRAM 2026 FOR \$20.00

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

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

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

Appropriation 6-01-60-910-073 Amount \$20.00

CFO Signature 
James Craft

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-292

Title: APPROVAL OF REFUND FOR THE FOOTBALL CHEERLEADING PROGRAM 2026 FOR \$15.00

WHEREAS, Anna Jackman enrolled her daughter in the Football Cheerleading Program 2026 for \$15.00; and

WHEREAS, Anna Jackman's daughter was unable to participate in the Football Cheerleading Program 2026 and is requesting a full refund of \$15.00; and

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

Appropriation 6-01-60-910-073 Amount \$15.00

CFO Signature 
James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a refund to Anna Jackman in the amount of \$15.00 for the Football Cheerleading Program 2026 is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-293

Title: APPROVAL FOR RUN THE VINEYARDS 5K EVENT, OCTOBER 18, 2026

WHEREAS, Good Day for a Run, LLC has requested permission to host an event called "Run the Vineyards Down the Shore 5K" Sunday, October 18, 2026; and

WHEREAS, Good Day for a Run has provided the Township with a Certificate of Liability Insurance and has received approval from the Lower Township Police Department.

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

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

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk



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

Name of Event: Run the Vineyards 5K Date of Event: Oct. 18, 2021
 Date of Application: 8/13/26 Anticipated Attendance: 250

Type of Event: (Check One)

- | | | |
|---|---|---|
| ☐ Parade / Procession | ☐ Festival ☐ 1-Day ☐ Multi-Day | ☐ Block Party |
| ☐ Craft Show ☐ 1 day ☐ Multi-Day | ☒ 1K / 5K / Athletic / Bike Race / Marathon | ☐ Ceremony / Celebration |
| ☐ Polar Plunge / Water Event | ☐ Car Show | |
| ☐ TRAFFIC DETAIL REQUEST ONLY | ☐ Other (please describe) _____ | |

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

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

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

APPLICANT INFORMATION

- Name of Organization: Good Day for a Run
- Address of Organization: 1 Pond View Dr. M302
Swedesboro, NJ. 08085
- Point of Contact: Ken Culbertson Phone: 856-430-8250
- President: _____ Treasurer: _____
- Purpose of Organization: Race Management.
- Number of Members In Organization: 1
- Tax Exempt: ☐ Yes ☒ No Tax ID#: 019-64-7686
- Is this a Non-Profit Event: ☐ Yes ☒ No NJ Registered Charitable Organization #: _____

SECTION 1 – ORGANIZATION INFORMATION

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

Name of Event Chairman/Organizer: Ken Culbertson Title: Race Director
Address: 1 Pond View Dr. M-302 City / State / Zip: Sussexboro, VT.
E-Mail: Ken@gooddaybratun.com Cell Phone: 856-430-8250 08085

Name of Event Chairman/Organizer: _____ Title: _____

Address: _____ City / State / Zip: _____

E-Mail: _____ Cell Phone: _____

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

Company Name: Good Day For a Run.

Address: _____ City / State / Zip: _____

Contact Person: Ken Culbertson Cell Phone: _____

Portions of the event for which the company is responsible: 100%

3. Have you sponsored this event in Lower Township in previous years? ☒ Yes ☐ No

4. Will you be requesting any street closures? ☒ Yes ☐ No

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

Shunpike Rd (Between Townbank + Tabernacle)
Town Bank Rd (Between Seashore + Shunpike)

See Attached map.

5. Traffic Plan Required: ☒ Yes ☐ No

6. Number of Officers Requested: 6-7

7. Number of Vehicles Requested: _____

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

SECTION 2 – EVENT INFORMATION

1. Official Name of Event: Run the Vineyards Down the Shore SK.
2. Location of Event (please list Township venue requirements by day/date): Cape May Winery.
711 Town Bank Rd. Cape May NJ
3. Purpose of Event: SK Road Race
4. Will the event be held for the sole purpose of advertising any product, goods or event? ☐ Yes ☒ No
5. If yes, describe in detail: _____
6. Will alcohol be served or sold by event organizers or others? ☒ Yes (ABC Permit WILL be required) ☐ No
7. If yes, describe in detail (e.g. merchant sales/vendor sales/organization sales): _____
Cape May Winery.
8. Describe Event Activities (Include a copy of the program schedules): Race begins at
9 Am. Social Conclude at 10 Am.
9. Dates and time of Event (use additional paper if necessary):

Dates and Times of Parade/ Events

Set-up / Assembly

Date: Oct. 18 Hours: 6 Am
Date: _____ Hours: _____
Date: _____ Hours: _____

Event Operation

Date: Oct. 18 Start: 8:30 Finish: 10:30
Date: _____ Start: _____ Finish: _____
Date: _____ Start: _____ Finish: _____

Dismantling / Disbanding

Date: Oct. 18 Hours: 11 Am
Date: _____ Hours: _____
Date: _____ Hours: _____

a. Rain Dates: 12/18

SECTION 2 – EVENT INFORMATION CONTINUED

10. Will the event require the site to remain in place overnight, or will the site be broken down each night (partially or completely)? Explain: No

11. Describe how you plan to provide security for the event: Course Marshals +
Police

12. Are barricades requested? ☒ Yes ☐ No

All Events will require a detailed site plan.

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

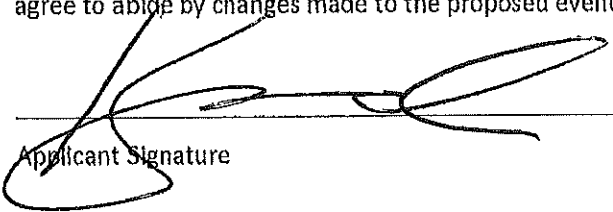
SECTION 3 – INSURANCE REQUIREMENTS

1. Name of Insurance Company: Insurance Mgmt. Group
Policy Number: AIC 0003450335102
Limits of Liability: 1,000,000

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

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

I, Ken Culbertson, the undersigned state that I am the duly authorized representative of the Good Day Sea Run and the information provided in this application is correct to the best of my knowledge. I understand that some of the information is preliminary in nature and I will provide updated information as it becomes available. I further agree to abide by changes made to the proposed event as indicated when so granted.


Applicant Signature

8/15/26
Date

HOLD HARMLESS

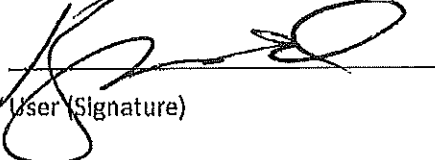
NAME OF ORGANIZATION/USER Ken Culbertson will be referred to as USER from this point forward. USER shall indemnify, save harmless and defend the Township of Lower, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Township of Lower, from and against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

INSURANCE

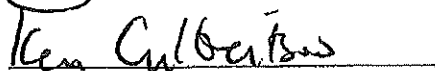
Notwithstanding the indemnification and defense obligations of the USER, USER shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out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

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

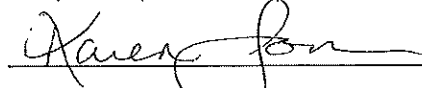
The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.



User (Signature)



User (Print)



Township Representative (Signature)



Township Representative (Print)

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

1. Name of Race: Run the Vineyards 5K.
2. Purpose of Race: Rw
3. Entrance Fee Charged: ☒ Yes ☐ No Amount: \$ 45-50
4. Beneficiary: Headstrong Foundation
5. Race Distance: 5K.
6. Number of Participants: 250-300 How many volunteers will staff the event: 10-13
7. Proposed Route (site-plan): Town Birk Rd to Sharpick.
8. Starting & Ending Location (Identify on site-plan): Cape May Library
9. Assembly & Disbanding Area (Identify on site-plan): Cape May Library
10. Location(s) of Water Stations (Identify on site-plan): Sharpick / Tabernacle
11. Special Guests (i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, etc.): N/A.

PUBLIC WORKS

ALL APPLICANTS MUST COMPLETE THE REMAINING SECTION

1. Trash and Recycling

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

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

Do you have a recycling plan? ☐ Yes ☐ No

2. Food / Craft Vendors Obligations

Name of person responsible for distributing this information to vendors: N/A

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

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

3. Reviewing Stand

Do you request the Reviewing Stand? ☐ Yes ☒ No

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

N/A Sure.

CERTIFICATE OF INSURANCE

Evidence of financial responsibility from event chairperson, organization and others with whom the Township of Lower does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative, which spells out the insurance coverage in force at the dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

The Township Manager or Township of Lower Mayor and Council may refuse to grant the use or permission to execute the Special Event whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

Individuals – Block Parties or any other oriented parties

Non-Profit/Charitable Groups – Civic Groups, Social Groups, Support Groups or any other group that does not gain profits.

Commercial Rental – Any organization that is for profit. (i.e. Associations, Corporations, etc.).

I. INDIVIDUALS

- A. General Liability Limit \$1,000,000.00

Evidence that the individual has personal liability insurance in force is required to use any Township of Lower property or facility. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.

II. NON-PROFIT/CHARITABLE GROUPS

- A. General Liability Limit \$1,000,000.00

- B. Township of Lower, N.J. named as "Additional Insured"

- C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the Township of Lower until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Lower. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage also needs to be secured from them.

III. COMMERCIAL (FOR PROFIT) GROUPS

- A. Commercial General Liability Limit \$1,000,000.00

Combine Single Limit of Liability for Bodily Injury and Property Damage.

- B. Township of Lower, N.J. named as "Additional Insured"

- C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the Township of Lower until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Lower. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage also needs to be secured from them.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2026

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

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

PRODUCER Insurance Management Group 9810 Lima Road, Suite 102 Fort Wayne IN 46818	CONTACT NAME: Linds Williams PHONE (A/C, No, Ext): (765) 517-5736 FAX (A/C, No): (765) 517-5736 E-MAIL ADDRESS: lwilliams@insmgt.com																					
INSURED Road Runners Club of America/2026 and its Members 100 W Jefferson St. Ste 202 Falls Church VA 22046	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Granite State Insurance Company</td><td>23809</td></tr><tr><td>INSURER B:</td><td>National Union Fire Insurance Company of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Granite State Insurance Company	23809	INSURER B:	National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 1M AI Liability 2026

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			AIL0003450335102	12/31/2025	12/31/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td>Abuse and Molestation</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COM/OP AGG	\$ 1,000,000	Abuse and Molestation	\$ 1,000,000
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A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			AIL0003450335102	12/31/2025	12/31/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
B	Medical Professional Liability (\$250 Deductible/Claim)			AID0003450335802	12/31/2025	12/31/2026	<table border="1"><tr><td>Medical Expense</td><td>\$10,000</td></tr><tr><td>AD & Specific Loss</td><td>\$2,500</td></tr></table>	Medical Expense	\$10,000	AD & Specific Loss	\$2,500										
Medical Expense	\$10,000																				
AD & Specific Loss	\$2,500																				

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

Lower Township, NJ is NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE OF EVENT(S): 10/18/26 Run the Vineyards Down the Shore 5K

INSURED RRCA CLUB/EVENT MEMBER: Good Day for a Run, LLC, Attn: Ken Culbertson, 1 Pond View Dr. Apt. M302, Swedesboro, NJ, 08085

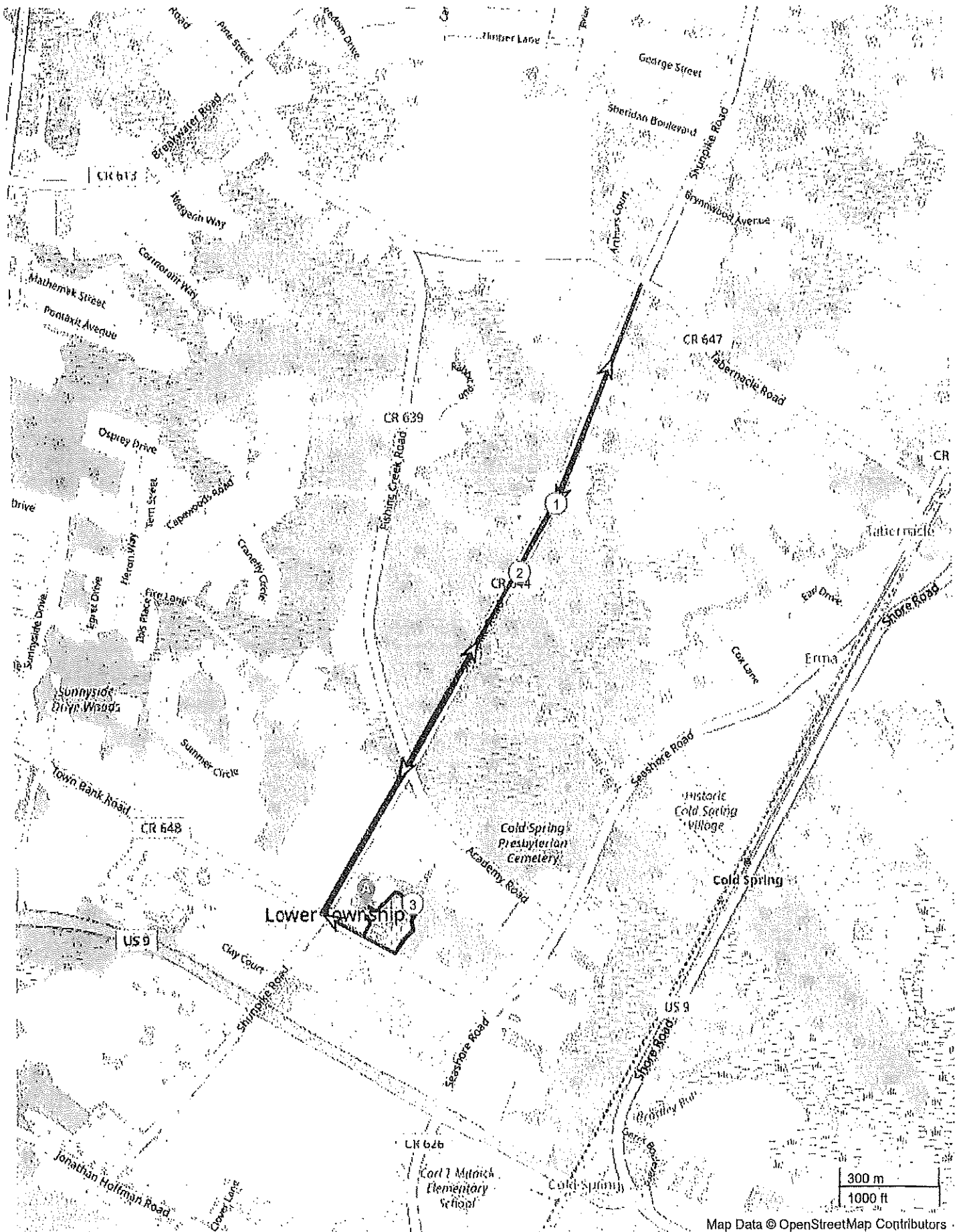
CERTIFICATE HOLDER

CANCELLATION

10/18/26 Lower Township, NJ 2600 Bayshore Rd. Villas NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Terry R. Diller</i>
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Run The Vineyards Down The Shore 5K 2021



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

RESOLUTION #2026-294

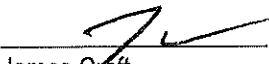
Title: APPROVAL OF REFUND FOR THE FOOTBALL CHEERLEADING PROGRAM 2026 FOR \$15.00

WHEREAS, Lauren Tomes enrolled her daughter in the Football Cheerleading Program 2026 for \$15.00; and

WHEREAS, Lauren Tomes's daughter was unable to participate in the Football Cheerleading Program 2026 and is requesting a full refund of \$15.00; and

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

Appropriation 6-01-60-910-073 Amount \$15.00

CFO Signature 
James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a refund to Lauren Tomes in the amount of \$15.00 for the Football Cheerleading Program 2026 is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-295

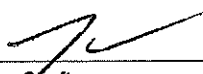
Title: APPROVAL OF REFUND FOR THE SECOND SESSION OF THE TOWNSHIP SUMMER CAMP PROGRAM, AUGUST 2026 FOR \$80.00

WHEREAS, Morgan Lund enrolled her daughter in the second session of the Summer Camp Program for August 2026 for \$440.00; and

WHEREAS, Morgan Lund was charged \$80.00 too much for her daughter to attend the second session of summer camp for August 2026 and therefore is requesting a refund of \$80.00; and

WHEREAS, the Township Council desires to approve the refund to Morgan Lund for the Township Summer Camp Program, August 2026 for \$80.00 and the CFO has certified, by his signature below, the availability of funds in the budget as follows:

Appropriation 6-01-60-910- Amount \$80.00
T-SUM CAMP

CFO Signature 
James Craft

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a refund to Morgan Lund in the amount of \$80.00 for the second session of the Township Summer Camp Program, August 2026, is hereby approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
WAREHAM						
ROY						
COOMBS						
SIPPEL						

I, Karen S. Fournier, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-296

Title: A RESOLUTION OF THE TOWNSHIP OF LOWER CANCELING CERTAIN TAXES PER AGREEMENT/RESOLUTION

WHEREAS, the tax status of the DRBA is governed by the Delaware-New Jersey Compact, as set forth in N.J.S.A. 32:11E-1; and

WHEREAS, the Compact provides that one essential governmental function of the DRBA is to promote economic development; and

WHEREAS, by attempting to lease the Property to tenants the DRBA is promoting economic development; and

WHEREAS, certain taxes became due on the properties listed below after the DRBA began attempting to lease the Property to tenants, and per Agreement and Resolution #2020-272, the DRBA is not responsible for said tax.

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 property tax be cancelled and the Tax Collector is hereby directed to cancel the following tax:

<u>Block</u>	<u>Lot</u>	<u>Unit</u>	<u>Reason</u>	<u>Amount</u>
410.01	36	D00024	Cancel Tax per DRBA Agreement Tenant moved out	\$ 953.55
410.01	36	D00031	Cancel Tax per DRBA Agreement Tenant moved out	\$ 953.55

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-297

Title: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
42	20	Core Logic re: Haverkamp	Previous Owner Sold	\$1,586.90
753.22	1	Core Logic re: Shaub	H/O not Escrowed	\$1,384.65
277	7	Core Logic re: Skarupa	Pennymac requested refund	\$ 948.93
351	1	Core Logic re: Klose/Magi	H/O paid full bill	\$1,659.65
334.07	9	Javier Montalvo	H/O paid Erroneously	\$ 820.00
172	5	Sean Wheeler	H/O paid Erroneously	\$ 989.46
393	50	Sean Wheeler	H/O paid Erroneously	\$ 956.14
578	14	Marcus Patterson	H/O paid Erroneously	\$ 938.21
704	1 C-413	Rocco Vespe	H/O paid Erroneously	\$2,042.16
512.04	2880	Elaine Cassidy	H/O paid Erroneously	\$3,219.98
741.04	23	Morgan Hart	H/O paid Erroneously	\$1,803.79
35	1.01 C-000B	Linda Wenger	H/O paid Erroneously	\$4,386.74
368.06	5	Karl Schmitt	H/O paid Erroneously	\$ 958.42
270	3	Brett Dinkelacker	Exempt Vet as of 6/24/2026	\$ 18.46
499.18	2	Rodrigo Sagun	Exempt Vet as of 7/31/2026	\$ 637.90
368.01	9	James Trunflo	Exempt Vet as of 8/17/2026, Vet Ded	\$ 572.62
9998	1	Verizon	Overpayment on Exempt Property	\$ 38.85

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-298

**Title: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR BLOCK 155, LOT 21;
205 W NEW YORK AVENUE, VILLAS, NJ; DEMO 205NY**

WHEREAS, Joseph M. Ridgway posted a Demolition Bond with the Township of Lower in the amount of \$1750.00; and

WHEREAS, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued on 8/19/2026.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the demolition bond for Block 155, Lot 21; 205 W. New York Avenue, Villas, NJ; DEMO 205NY be released.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$1750.00 plus any accrued interest for payment of the above released demolition bond.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

Frank Sippel, Mayor
fsippel@townshipoflower.org

Kevin Coombs, Deputy Mayor
kcoombs@townshipoflower.org

Thomas Conrad, Ward 1
tconrad@townshipoflower.org



TOWNSHIP OF
LOWER
2600 Bayshore
Road
Villas, New Jersey
08251

Joseph Wareham, Ward 2
jwareham@townshipoflower.org

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

Michael Laffey, Manager
mlaffey@townshipoflower.org

MEMORANDUM

TO: Mayor Sippel
Township Council

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

DATE: August 25, 2026

RE: Release of Demolition Bond
Joseph & Jean M. Ridgway
205 W New York Avenue
DEMO 205NY
Block: 155 Lot: 21

Please release to the applicant the demolition bond that the Township is holding in trust, to assure the required demolition. A certificate of occupancy was issued 8/19/2026.

Thank you.

WJG:kms

Attach (1)

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

RESOLUTION #2026-299

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED VACATION TIME

WHEREAS, Article 8 of the Chief of Police contract permits DONALD VANAMAN to sell back to the Township two weeks of accumulated vacation; and

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

WHEREAS, it has been determined by the Township Treasurer as evidenced by his signature, , that adequate funding is available for such payment in the 2026 budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to DONALD VANAMAN in the amount of \$7,410.46 is authorized and chargeable to the 2026 Budget.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Michael Laffey, Township Manager

FROM: Chief Donald Vanaman

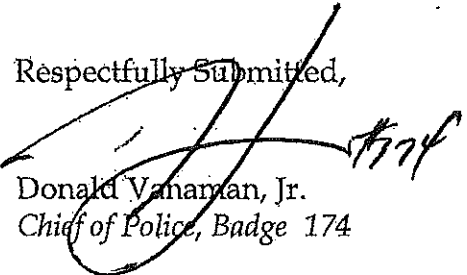
DATE: August 17, 2026

SUBJECT: Vacation Sellback Option

Sir,

I am respectfully requesting to sell back 80 hours of vacation time to utilize to purchase academy time to correspond with my intended retirement date of December 31, 2026.

Respectfully Submitted,


Donald Vanaman, Jr.
Chief of Police, Badge 174

C File

Date

Officer

Comments

\$92.6307x

80=

\$7410.46

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

RESOLUTION #2026-300

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; and sell the Township surplus property.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on 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 September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-301

Title: LOCAL ARTS PROGRAM GRANT

WHEREAS, it is the desire of the governing body of the Township of Lower to apply for and obtain a grant from the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage, for funding in the amount of \$21,000 to carry out a Local Arts Program to facilitate free youth and adult arts programming at various family fun events.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey, does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage, and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the Township of Lower and the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage.

BE IT FURTHER RESOLVED, that in the event that a grant agreement is executed between the New Jersey State Council on the Arts, Cape May County Division of Culture and Heritage and the Township of Lower, the chief executive officer and the grants officer, are hereby authorized and directed to carry out all functions related to the execution and completion of the grant funded project.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

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

RESOLUTION #2026-302

Title: APPROVAL OF CHANGE ORDER #1 TO DKC CONTRACTORS LLC FOR THE JUDGE NATHANIEL FOSTER HOUSE PHASE 2 PROJECT

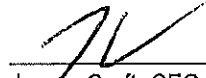
WHEREAS, DKC Contractors LLC was awarded on August 3, 2026 by Resolution #2026-266 for the Judge Nathaniel Foster House Phase 2 Project in the amount of \$169,035.00; and

WHEREAS, DKC Contractors LLC has provided an application for payment indicating changes (attached hereto) in the original contract resulting in an increase of \$8,700.00; and

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

Appropriation: 6-15-56-223-048 \$8,700.00

Signature:


James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the net increase amount of \$8,700.00 to DKC Contractors LLC is hereby approved and the contract total is now increased to \$177,735.00.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

DKC CONTRACTORS LLC

661ROUTE 9

CAPE MAY, NJ 08204

609-972-6231

Robert Osborn, QPA
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Foster House Project

We are kindly asking that you consider and approve the below upgrades.

Update #1 New bricks for floor due to deteriorated condition of bricks removed

- Cost of materials \$1950.00
- No Change to Labor

Update #2 Outhouse repairs

- Demo interior wall coverings \$1000.00 approx. 4@\$250.00
- Stabilize walls with new lumber where needed add pressure treated 4x4 or 4x6 baseplate on all sides to raise up off the ground and protect from ground contact and weather-related damage \$2250.00, 9@\$250.00
- Rebuild or stabilize front wall for attaching new door \$2250.00, 9@\$250.00
- Interior walls leave exposed for future planning required for wall covering
- Total for all work above for update #2 outhouse \$5500.00
- Cost of materials \$1250.00

Sincerely,

Kyle Carter
DKC Contractors LLC

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

RESOLUTION #2026-303

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to James Gestwicki in the amount of \$2,520.38 is authorized and chargeable to the 2026 Budget account 6-01-25-240-123.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Donald Vanaman Jr #174

FROM: Patrolman Gestwicki # 231

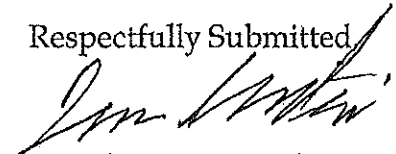
DATE: August 22, 2026

SUBJECT: Comp Time Cash Out

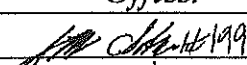
Sir,

I am respectfully requesting to cash out 100 hours of Comp Time. Thank you for your consideration, sir.

Respectfully Submitted

 #231
Patrolman Gestwicki
Badge 231

C File

Date	Officer	Comments
8/22/2026		FWD to LT. Greta
8/24/26	LT Greta	FWD to Chief Vanaman
8/26/26	Chief James Vanaman #174	FWD: Town Hall

\$25.2038x
100 hours=
\$2,520.38

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

RESOLUTION #2026-304

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to Christopher Vassar in the amount of \$12,163.30 is authorized and chargeable to the 2026 Budget account 6-01-25-240-123.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

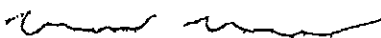
TO: Chief Donald Vanaman
FROM: Ptlm. Christopher Vassar Jr. #217
DATE: August 30, 2026
SUBJECT: Comp Time Buyout

Chief Vanaman,

I am asking to submit this letter to payroll requesting a buyout of 350 hours of accrued comp time. Thank you in advance for your time and attention to this request.

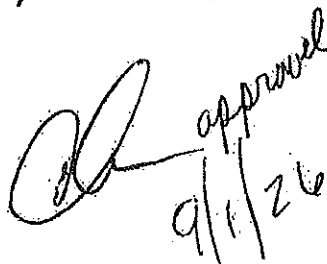
Respectfully Submitted,

Christopher Vassar Jr.
Patrolman Badge 217



C File

Date	Officer	Comments
08/30/26	Sgt Feby #202	on to LT Galt
9/1/26	LT Galt FWD to Capt Annabroster (Larkin Verified)	
9/1/26	Capt Feby #190	FWD: Chief Vanaman
9/1/26	Chief Vanaman Jr. #217	FWD: Town Mgr

 approval
9/1/26

\$34.75 x
350 hours=
\$12,163.30

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

RESOLUTION #2026-305

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to Austin Cushman in the amount of \$6,267.45 is authorized and chargeable to the 2026 Budget account 6-01-25-240-124.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Donald Vanaman
FROM: Patrolman Austin Cushman
DATE: August 21, 2026
SUBJECT: Comp Time Cash Out

Sir,

I am respectfully requesting to cash out 230 hours of accrued Comp Time. Thank you for your time and consideration in this matter.

Respectfully Submitted,

Austin Cushman
Patrolman Badge 229

C	File	Date	Officer	Comments
		8/21/26	Sgt Elwell	to Lt Gneto
		8/25/26	Lt Gneto	Fwd to Chief Vanaman
		8/26/26	Chief Donald Vanaman	#174 - J. Ford: Town Clerk

\$27.2498x

230=

\$6267.45

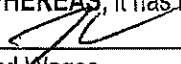
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2026-306

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to Kenneth Walker in the amount of \$15,266.93 is authorized and chargeable to the 2026 Budget account 6-01-25-240-121.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Vanaman
FROM: Ptlm. Kenneth Walker Jr. #205
DATE: September 01, 2026
SUBJECT: Comp Time Buyout

Chief Vanaman,

I am asking to submit this letter to payroll requesting a buyout of 350 hours of accrued comp time. Thank you in advance for your time and attention to this request.

Respectfully Submitted,

Kenneth Walker Jr.

Kenneth Walker Jr.
Patrolman Badge 205

C File

Date	Officer	Comments
09/01/26	205	175 Forwarded to Lt. Creta
9/1/26	LT Creta	FWD Cpt. Ambrosen (Larkin Ver. Filed)
9/1/26	Capt. Larkin	FWD: Chief Vanaman
9/1/26	Chief Vanaman	FWD: Town Mgr

approval
9/1/26

\$43.5733 x
350 hours=
\$15,266.93

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

RESOLUTION #2026-307

Title: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER, THE BOROUGH OF WILDWOOD CREST, AND THE TOWNSHIP OF MIDDLE TO ESTABLISH A SHARED MUNICIPAL COURT

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

WHEREAS, N.J.S.A. 2B:12-1(c) provides that "[t]wo or more municipalities, by ordinance or resolution, may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court;" and

WHEREAS, the Township of Lower and the Borough of Wildwood Crest currently operate a shared municipal court pursuant to a Shared Services Agreement under which the Township of Lower provides the Borough of Wildwood Crest with the usual and ordinary services of a municipal court through the existing Lower Township Municipal Court; and

WHEREAS, the existing Shared Services Agreement between the Township of Lower and the Borough of Wildwood Crest is scheduled to expire on December 31, 2026; and

WHEREAS, the Township of Lower and the Borough of Wildwood Crest desire to continue their shared municipal court arrangement upon the expiration of the existing Shared Services Agreement, and the Township of Middle has also expressed a desire to participate in a shared municipal court arrangement with Township of Lower and the Borough of Wildwood Crest; and

WHEREAS, the Township of Lower has expressed its willingness to provide both the Borough of Wildwood Crest and Township of Middle with the usual and ordinary services of a municipal court through the existing Lower Township Municipal Court, subject to the terms and conditions of a new Shared Services Agreement between the parties; and

WHEREAS, Borough of Wildwood Crest and Township of Middle have expressed their desire to enter into a Shared Services Agreement with Lower Township for the provision of such municipal court services; and

WHEREAS, in the spirit of interlocal cooperation and in furtherance of the principles underlying the Act, the Township of Lower, Borough of Wildwood Crest, and Township of Middle have negotiated a Shared Services Agreement and deem it necessary and proper to memorialize the terms thereof in order to establish their respective rights and responsibilities and provide for the efficient operation of the shared municipal court arrangement for the benefit of all three municipalities.

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 Shared Service Agreement between the Township of Lower, the Borough of Wildwood Crest, and the Township of Middle is hereby authorized and the proper officials of the Township of Lower are authorized to execute said agreement.

BE IT FURTHER RESOLVED that the implementation of this Shared Services Agreement is subject to the review and approval of the Assignment Judge of Vicinage 1 of the New Jersey Superior Court. Upon the adoption of this Resolution, and the full execution of the attached Shared Services Agreement, a copy of the Agreement shall be sent to the Assignment Judge of Vicinage 1 for review and approval.

	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 September 9, 2026.

Karen S. Fournier, Township Clerk

SHARED SERVICES AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

BOROUGH OF WILDWOOD CREST

AND

THE TOWNSHIP OF MIDDLE

DATED

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER, THE BOROUGH OF WILDWOOD CREST, AND THE TOWNSHIP OF MIDDLE TO ESTABLISH A SHARED MUNICIPAL COURT

**A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER, THE
BOROUGH OF WILDWOOD CREST, AND THE TOWNSHIP OF MIDDLE TO
ESTABLISH A SHARED MUNICIPAL COURT**

THIS SHARED SERVICE AGREEMENT is made this ____ day of _____, 2026 by and between the **TOWNSHIP OF LOWER** (the "Lower"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251, the **BOROUGH OF WILDWOOD CREST** (the "Borough"), a political subdivision of the State of New Jersey, with municipal offices located at 6101 Pacific Avenue, Wildwood Crest, New Jersey 08260, and **TOWNSHIP OF MIDDLE** ("Middle"), a municipal corporation of the State of New Jersey whose administrative offices are located at 33 Mechanic Street, 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 other local units to provide or receive services that each participating local unit is empowered to provide or receive within its jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-1(c) authorizes two or more municipalities, by ordinance or resolution, to provide jointly for courtrooms, chambers, equipment, supplies, and employees for their municipal courts and to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, Lower and Wildwood Crest are parties to a current Shared Service Agreement establishing a shared municipal court arrangement, which expires on December 31, 2026; and

WHEREAS, the Borough and Middle have expressed a desire to enter into this Shared Service Agreement with Lower in order for Lower to provide all of the usual and ordinary services of a Municipal Court for the Borough and Middle; and

WHEREAS, Lower has expressed a willingness to enter into this Shared Service Agreement with the Borough and Middle in order to provide the Borough and Middle with all of the usual and ordinary services of a Municipal Court through the existing Lower Township Municipal Court; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, Lower, the Borough, and Middle have negotiated an 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; and

WHEREAS, this Shared Service Agreement has been authorized by duly adopted Resolution by the parties' respective governing bodies, more specifically Lower Resolution No. _____, Borough Resolution No. _____, and Middle Resolution No. _____.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in order for Lower to provide the Borough and Middle with all of the usual and ordinary services of a Municipal Court through the existing Lower Township Municipal Court:

1. **PREAMBLE:** The foregoing recitals are incorporated into this Agreement as if fully set forth herein.

2. **TERM OF THE AGREEMENT:** This Agreement shall take effect on October 1, 2026, and shall continue through December 31, 2029. Effective October 1, 2026, this Agreement shall supersede and replace the current Shared Services Agreement between Lower and the Borough establishing a shared municipal court, notwithstanding that the current agreement otherwise expires on December 31, 2026.

3. **ESTABLISHMENT OF A SHARED MUNICIPAL COURT**

- a. Lower, the Borough, and Middle agree to the establishment and administration of a Shared Municipal Court to serve all three municipalities pursuant to N.J.S.A. 2B:12-1(c).
- b. For all matters arising within the jurisdiction of the Municipal Court of Wildwood Crest or the Municipal Court of Middle Township, Lower hereby agrees, subject to the compensation and Extraordinary Cost provisions of Section 5, to provide all usual and ordinary judicial and administrative services to the Borough and Middle, including the physical court facilities, the services of the Lower Township Municipal Court Judge, Municipal Prosecutor, Municipal Public Defender, and other court staff and equipment, as required by statute and by the Supreme Court of New Jersey, for so long as this Agreement remains in effect. In addition to the foregoing, this Agreement shall include the provision of security in accordance with the requirements established by the Administrative Office of the Courts, Municipal Division, and Municipal Court Services, with the Lower Township Police Department, Middle Township Police Department, and Wildwood Crest Police Department each providing police security coverage on their respective municipal court days, as needed.

4. **COMPENSATION**

- a. In consideration of the services provided under this Agreement, Wildwood Crest shall pay Lower the following amounts:

Period	Amount
October 1, 2026 through December 31, 2026	\$41,110.00
Calendar Year 2027	\$171,017.60
Calendar Year 2028	\$177,858.30
Calendar Year 2029	\$184,972.64

- b. Middle shall pay Lower the following amounts:

Period	Amount
October 1, 2026 through December 31, 2026	\$134,717.15
Calendar Year 2027	\$560,423.34
Calendar Year 2028	\$582,840.28
Calendar Year 2029	\$606,153.89

- c. The Borough annual contributions for 2027 through 2029 reflect a four percent (4%) increase over the prior calendar year's annual contribution. Middle's annual contribution for each calendar year after 2027 shall increase by four percent (4%) over Middle's immediately preceding calendar-year annual contribution.
- d. Payments shall be made in equal quarterly installments on March 1, June 1, September 1, and December 1 of each full calendar year. The 2026 fourth-quarter payment shall be due on October 1, 2026, or within thirty (30) days after execution of this Agreement, whichever occurs later.

5. UNBUDGETED CAPITAL EXPENDITURES; TECHNOLOGY COSTS.

- a. "Unbudgeted Capital Expenditure" means an expenditure not included in Lower's adopted municipal court operating budget for the applicable year for the acquisition, replacement, material upgrade, implementation, or substantial enhancement of municipal court technology, software, hardware, security systems, communications systems, facilities, or other capital equipment.

- b. Except as provided in Section 5(c) below, Lower shall not incur an Unbudgeted Capital Expenditure for which Wildwood Crest or Middle will be charged unless Lower first provides written notice identifying the proposed expenditure, estimated cost, reason for the expenditure, and proposed allocation of costs, and the governing bodies of Wildwood Crest and Middle approve the expenditure in writing. Approval may be granted by resolution or other written action authorized by the approving municipality's governing body.
- c. If an expenditure is required by law, court rule, directive, order, or requirement of the Supreme Court of New Jersey, the Administrative Office of the Courts, the Assignment Judge, or another governmental authority with jurisdiction over municipal-court operations, or is reasonably necessary to address an emergency, cybersecurity threat, or material risk to uninterrupted court operations, Lower may incur the expenditure without prior approval after providing notice to Wildwood Crest and Middle as soon as practicable. In that event, Wildwood Crest and Middle shall each pay its share of the expenditure within thirty (30) days after invoice.
- d. Any Unbudgeted Capital Expenditure approved pursuant to Section 5(b) or incurred pursuant to Section 5(c) shall be allocated among Lower, Wildwood Crest, and Middle in accordance with each party's respective percentage contribution toward the overall costs of operating the shared municipal court. Each party shall be solely responsible for payment of its respective percentage share of the Unbudgeted Capital Expenditure, and no party shall be responsible for, required to advance, or otherwise liable for any portion of another party's share.
- e. Nothing in this Agreement shall require any party to advance, finance, guarantee, or absorb any portion of an Unbudgeted Capital Expenditure allocated to another party. Each party's financial responsibility for an Unbudgeted Capital Expenditure shall be limited to its respective percentage share as determined pursuant to Section 5(d).

6. DISPOSITION OF FINES AND COURT COSTS.

- a. Wildwood Crest and Middle shall each retain all revenue received from matters arising within its respective municipal court jurisdiction, including fines, costs, and other fees. The Parties acknowledge that revenue may be collected by Lower but shall be disbursed in accordance with applicable law.

7. MUNICIPAL COURT EMPLOYEES

- a. For the term of this Agreement, Wildwood Crest and Middle shall appoint the current and future Municipal Court Judge of Lower as the judge of their respective

municipal courts and, as necessary, shall reappoint the then-current Lower Township Municipal Court Judge.

- b. Wildwood Crest and Middle shall appoint the same Municipal Prosecutor, Municipal Public Defender, Municipal Court Administrator, and other court personnel as then serve Lower, and shall reappoint such personnel as required during the term of this Agreement.
- c. Wildwood Crest and Middle shall each remain solely responsible for all employment and personnel obligations associated with its respective current or former court employees, personnel, and appointments. Each shall indemnify and hold Lower harmless from claims, causes of action, suits, administrative proceedings, liabilities, damages, losses, costs, including reasonable attorneys' fees, and other obligations arising directly or indirectly from its respective current or former court employees, personnel, or appointments.

8. AUTHORITY OVER MUNICIPAL COURT AND EMPLOYEES.

- a. The parties agree that Lower shall have sole and exclusive authority over all matters with respect to the municipal court services provided in accordance with this Agreement, including but not limited to physical facilities, personnel, administrative services, and scheduling. All employees and personnel for the municipal court services provided herein shall be the employees and personnel of Lower exclusively. Lower shall make all appointments to all positions in its sole discretion.

9. INSURANCE.

- a. It is recognized and understood that Lower, the Borough, and Middle participate in the Atlantic County Municipal Joint Insurance Fund ("ACJIF"). Final approval of this Agreement between Lower, the Borough, and Middle is subject to each obtaining assurance of coverage by the ACJIF and that each will name the other as additional insured on any insurance policies it separately maintains. These policies included, without limitation, comprehensive general liability, automobile liability, errors and omissions, and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this agreement. In the event neither Lower, the Borough, or Middle ceases to participated in the ACJIF, such party shall provide alternative insurance comparable to the ACJIF and subject to the review and approval of the other party.

10. CIVIL SERVICE COMMISSION APPROVAL.

- a. This Agreement is subject to the review and approval of the Civil Service Commission with respect to the employment reconciliation plan pursuant to N.J.S.A. 40A:65-11. If necessary, this employment reconciliation plan shall be provided by the Borough, Middle, and Lower to the Civil Service Commission and shall outline the matters required pursuant to said statute with respect to each party's employees. With respect to Lower employees, there are no anticipated changes after this Agreement which would impact Lower employees. Lower has not agreed to hire or receive any employees of the Borough or Middle unless a position becomes available. The Borough and Middle acknowledge and agree that they have the sole and exclusive responsibility for all employment and personnel obligations in any manner associated with current Borough or Middle court employees, personnel, and appointments. The Borough and Middle agree to indemnify and hold Lower harmless from and against any and all claims, causes of action, suits, administrative proceedings, liability, damages, losses, costs, including reasonable attorney fees, and other obligations arising directly or indirectly from, or in any manner associated with, current Borough or Middle employees, personnel, and appointments.

11. ASSIGNMENT JUDGE APPROVAL.

- a. This Agreement is contingent upon approval by the Assignment Judge of the Superior Court of New Jersey, Vicinage 1, as may be required for this shared municipal court services arrangement.

12. RENEWAL; CANCELLATION.

- a. On or before June 1, 2029, representatives of the Parties shall meet to discuss renewal or modification of this Agreement prior to its December 31, 2029 expiration.
- b. Any Party may cancel this Agreement for any reason, effective January 1 of the following calendar year, by serving written notice of cancellation on the other Parties no later than September 30 of the current calendar year; provided, however, that any cancellation shall be subject to applicable law and any required approval of the Assignment Judge or other authority having jurisdiction. Cancellation shall not relieve a Party of obligations accrued before the effective date of cancellation.

13. NAME OF MUNICIPAL COURTS.

- a. The municipal courts shall retain their respective identities and names, which shall continue to appear on each court's captions and process. The courts shall be known as the Lower Township Municipal Court, the Wildwood Crest Municipal Court,

and the Middle Township Municipal Court. Each court shall continue to use its respective seal. Courtroom sessions for Wildwood Crest and Middle shall be held at the Lower Township Municipal Court, 401 Breakwater Road, Cape May, New Jersey 08204, and may be combined with Lower Township Municipal Court sessions at times fixed by the Lower Township Municipal Court Judge.

14. ASSIGNMENT: No Party may assign its rights or obligations under this Agreement without the prior express written consent of the other Parties.

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

16. 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.

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

18. 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.

19. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL: The Parties acknowledge that their respective governing bodies have authorized execution of this Agreement by duly adopted resolution, as applicable, and that this Agreement is subject to review and approval by the Parties' counsel.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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:

BOROUGH OF WILDWOOD CREST

Patricia Feketics, Borough Clerk

Don Cabrera, Mayor

ATTEST:

TOWNSHIP OF MIDDLE

Kimberly Osmundsen, Township Clerk

Christopher Leusner, Mayor

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

ORDINANCE #2026-16

Title: **AN ORDINANCE AUTHORIZING THE TOWNSHIP OF LOWER TO EXECUTE A LEASE AGREEMENT WITH THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE ARMY, IN CONNECTION WITH DAVID DOUGLASS SR. MEMORIAL PARK**

WHEREAS, the Township of Lower is in the process of completing renovations and improvements to David Douglass Sr. Memorial Park, which is located adjacent to the Delaware Bay and is accessed by Beach Drive; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5(a), the Township of Lower is authorized, by ordinance, to acquire real property by lease and to accept lawful conditions, restrictions, or limitations concerning the use thereof; and

WHEREAS, the United States of America, acting by and through the Department of the Army, U.S. Army Corps of Engineers, has jurisdiction over certain real property consisting of approximately 0.46 acres of land utilized in connection with David Douglass Sr. Memorial Park, which property is more particularly described in Exhibits A, A-1, and B to the Lease Agreement annexed to this Ordinance; and

WHEREAS, the Department of the Army has offered to lease the property in question to the Township of Lower for a term of twenty-five (25) years in consideration for the Township operating and maintaining the property for the use and benefit of the general public in accordance with the terms and conditions of the Lease Agreement; and

WHEREAS, the acquisition of a leasehold interest in the property will permit the Township to proceed with the planned renovations and improvements to David Douglass Sr. Memorial Park and to continue to operate and maintain the property for the recreational use and benefit of the general public; and

WHEREAS, the Township Council of the Township of Lower has determined that the acquisition of the leasehold interest in the Premises and the execution of the Lease Agreement are in the best interests of the Township and will further a lawful public purpose.

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. Pursuant to N.J.S.A. 40A:12-5(a), the Township Council of the Township of Lower hereby approves the acquisition of a leasehold interest in the property, more particularly described in Exhibits A, A-1, and B to the Lease Agreement annexed to this Ordinance, pursuant to the Lease Agreement between the United States of America, acting by and through the Department of the Army and the Township of Lower.

Section 2. The Mayor and Township Clerk are hereby authorized and directed to execute the Lease Agreement on behalf of the Township, with the Mayor's execution to be attested by the Township Clerk where required. The Mayor, Township Administrator, Chief Financial Officer, Township Attorney, Township Clerk, and other appropriate Township officers, employees, and professionals are further authorized to take all actions and execute all ancillary certifications, notices, applications, exhibits, acknowledgments, and other documents necessary or appropriate to effectuate the Lease Agreement and carry out the purposes of this Ordinance.

Section 3. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 4. 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 5. 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:

Adopted:

Attest: _____
Karen S. Fournier, Township Clerk



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

August 27, 2026

Real Estate Division
Management & Disposal Branch

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

TRANSMITTED VIA ELECTRONIC MAIL TO: mctague.andrew@deblasioassoc.com

Dear Sir/Madam:

This is in reference to your use of Government property located adjacent to your property at Beach Dr, North Cape May, NJ 08204. Enclosed is one copy of Department of the Army Lease No. DACW-31-1-26-0716, authorizing public park and recreational purposes on a portion of lands of the United States known as Tract No. A-1 and A-4 containing approximately .46 acres of land at the Cape May Canal Federal Navigation Project, Cape May County, New Jersey.

If satisfactory, please sign and date Department of the Army Lease No. DACW-31-1-26-0716 in the space provided and return it to this office via Electronic Mail to **RE-Civil@usace.army.mil**. Upon receipt of the signed instrument, the instrument will be executed on behalf of the Government and a fully executed copy will be forwarded to you for your records. Please notify this office if you would prefer to return the signed instrument through the United States Postal Service or other physical mail service.

If you have any questions, please contact Alexa Jenkinson of this office at 757-201-7072 or via electronic mail at alexa.c.jenkinson@usace.army.mil.

Sincerely,

Warren Q. LaRiviere
Chief, Management & Disposal Branch

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
CAPE MAY CANAL
CAPE MAY, JEW JERSEY

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey whose offices are located at **2600 Bayshore Road, Villas, New Jersey 08251**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit A, A-1 and B**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of twenty-five (25) years, beginning August 24, 2026, and ending August 23, 2051.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

a. All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **Township Clerk, Township of Lower, 2600 Bayshore Road, Villas, New Jersey 08251**; and if to the United States, to the **Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CENAB-REM, 2**

Hopkins Plaza, Baltimore, Maryland 21201; or as may from time to time otherwise be directed by the parties.

b. Notices shall be mailed by certified mail, postage prepaid, return receipt requested, addressed to the addresses listed in 3.a. above; or, by email of a scanned document to **RE-Civil@usace.army.mil**. The effective date of the notice shall be the earlier of the actual date of receipt or the date the addressee is notified of the attempted delivery of the certified mail or email, whether or not the addressee actually accepts delivery. Use of an express delivery service will not substitute for this requirement.

c. Communications other than notices required under this Lease may be sent by means other than certified mail, return receipt requested, including electronic mail. Such communications include routine matters of coordination and informal exchange of information.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than December 15th of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased Premises.

g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with

those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance

shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in

connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit D**. Upon expiration, revocation or termination of this lease, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the Premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any

violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classifications(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time

spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed

in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of

other documentation provide to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

36. EXECUTIVE ORDER 13658

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to Lease.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between May 11, 2026, and December 31, 2026, shall be \$13.65 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore

shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the

information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

37. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army this _____ day of _____, 2026.

Warren Q. LaRiviere
Chief, Management and Disposal Branch
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of
_____, 2026.

TOWNSHIP OF LOWER

Frank Sippel

Mayor

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.

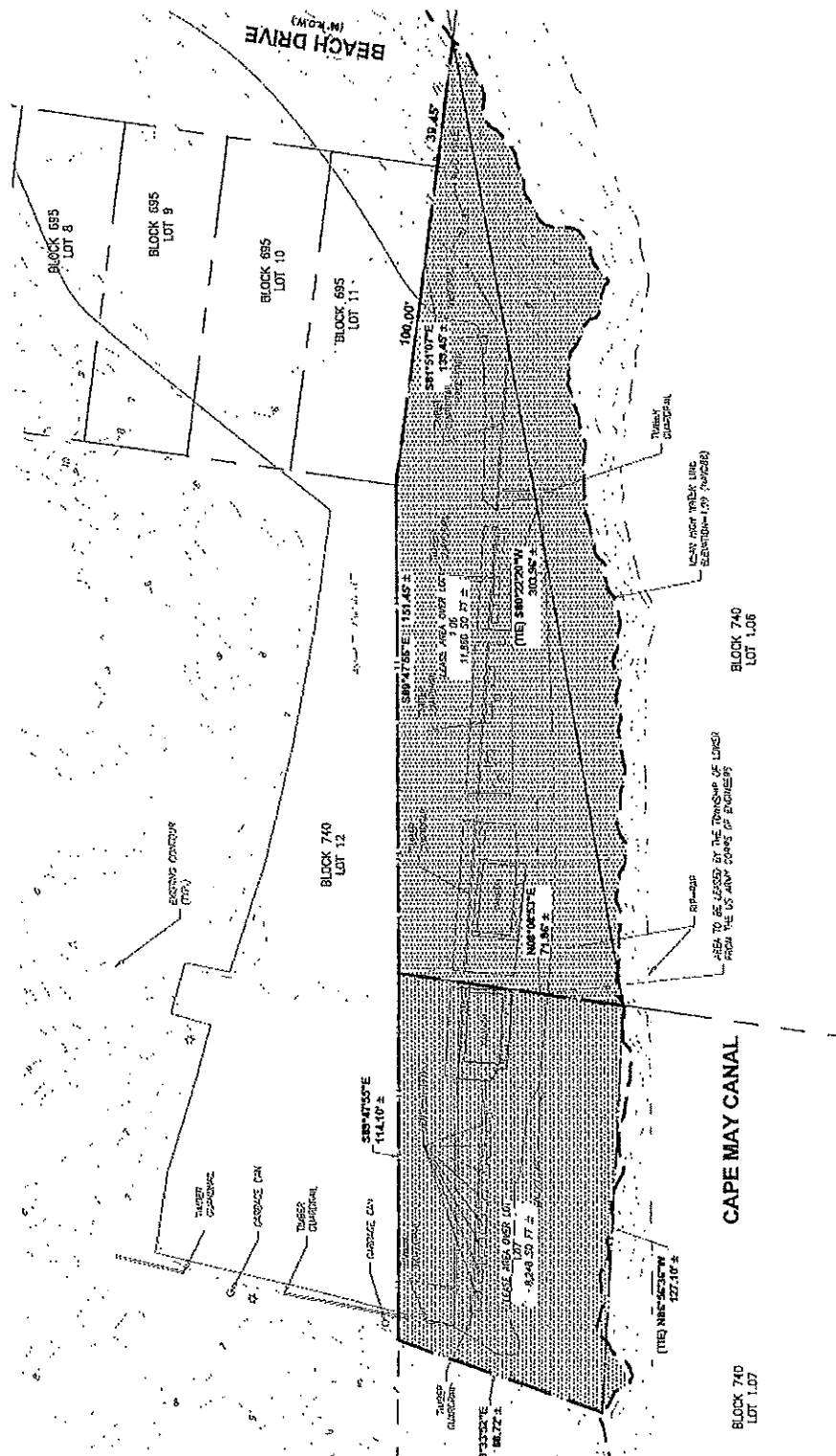
This is a black and white line drawing by Robert Rauschenberg, titled 'Drawing for Robert Rauschenberg' (1965). The artwork is a complex, abstract composition enclosed within a thick, hand-drawn rectangular border. The drawing features a variety of overlapping geometric and organic forms. In the upper left, there are several vertical, parallel lines. To the right of these, there are more vertical lines, some of which are grouped together. In the center, there are several overlapping, irregular shapes that resemble stylized figures or abstract forms. On the left side, there are two distinct, somewhat triangular shapes. The bottom of the drawing is dominated by a large, dark, textured area that looks like a dense, scribbled mass. The overall effect is one of dynamic, layered complexity, characteristic of Rauschenberg's early work in drawing.

EXHIBIT A

TRACT	ACRES
A-1/A-4	.46

Imagery Source:
NJ GeoWEB
Project Segment Mapping

Lead



DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260 PHONE 609-864-3311 • FAX: 609-864-4323

Being all that certain lot, tract or parcel of land situate in the Township of Lower, County of Cape May and State of New Jersey, bound and described as follows:

Beginning at a point in the Southerly line of Beach Drive (60 feet wide), said point being where the same is intersected by the mean high water line of Cape May Canal, said point also being South 81 degrees 51 minutes 07 seconds East, a distance of 39.45 +/- feet from a point where the Westerly line of Beach Drive is intersected by the Southerly line of Lot 11 in Block 695 as shown on the Tax Map of the Township of Lower; extending thence

1. Southwesterly, along the mean high water line of Cape May Canal, the various courses and distances to a point where the same is intersected by the division line between Lot 1.06 and Lot 1.07 in Block 740 on said Tax Map (having a tie bearing and distance of South 80 degrees 22 minutes 20 seconds West, a distance of 303.96 +/- feet from the beginning of this course); thence
2. North 8 degrees 08 minutes 53 seconds East, along the said division line, a distance of 71.86 feet to a point in the Southerly line of Block 740 on said Tax Map; thence
3. South 89 degrees 47 minutes 55 seconds East, along the said line of Lot 12, a distance of 151.45 +/- feet to a point in the Southerly line of Lot 11 in Block 695; thence
4. South 81 degrees 51 minutes 07 seconds East, along the same and along the Southerly line of Beach Drive, a distance of 139.45 +/- feet to the Point of Beginning.

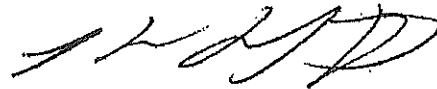
Containing 11,860 +/- square feet

Being known as a proposed lease area over part of Lot 1.06 in Block 740, as shown on an Existing Conditions/Lease Area Plan for David Douglass Sr. Park Improvements, Block 740 Lot 1.06 & Lot 1.07, Township of Lower, Cape May County prepared by DeBlasio & Associates, Wildwood, NJ dated December 23, 2025.

Being subject to any easements or restrictions of record.

Description prepared December 23, 2025.

Project No LTC043



Henry V. Engel III, PLS
NJ License No. 35833

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

Being all that certain lot, tract or parcel of land situate in the Township of Lower, County of Cape May and State of New Jersey, bound and described as follows:

Beginning at a point in the division line between Lot 1.06 and Lot 1.07 in Block 740 as shown on the Tax Map of the Township of Lower, said point being where the said division line is intersected by the Southerly line of Lot 12 in said Block, said point also being the following two courses and distances from the intersection of the Westerly line of Beach Drive (60 feet wide) with the Easterly line of Lot 11 in Block 695 on said Tax Map:

- A. North 81 degrees 51 minutes 07 seconds West, along the said line of Lot 11, a distance of 100.00 feet to a point in the Southerly line of Lot 12 in Block 740 on said Tax Map; thence
- B. North 89 degrees 47 minutes 55 seconds West, along the said line of Lot 12 in said Block, a distance of 151.45 +/- feet to the True Point of Beginning; and extending thence
1. South 8 degrees 8 minutes 53 seconds West, along the division line between Lot 1.06 & Lot 1.07 in Block 740, a distance of 71.86 +/- feet to a point in the mean high water line of Cape May Canal; thence
2. Westerly along said mean high water line, the various courses and distances to a point the said mean high water line (having a tie bearing and distance of North 86 degrees 56 minutes 36 seconds West, a distance of 127.10 +/- feet from the beginning of this course); thence
3. North 19 degrees 33 minutes 52 seconds East, through Lot 1.07 in Block 740, a distance of 68.72 +/- feet to a point in the Southerly line of Lot 12 in Block 740 on said Tax Map; thence
4. South 89 degrees 47 minutes 55 seconds East, along the same, a distance of 114.10 +/- feet to the True Point of Beginning.

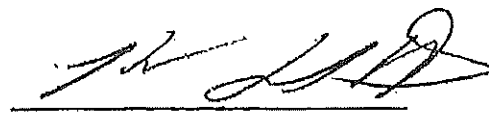
Containing 8,248 +/- square feet

Being known as a proposed lease area over part of Lot 1.07 in Block 740, as shown on an Existing Conditions/Lease Area Plan for David Douglass Sr. Park Improvements, Block 740 Lot 1.06 & Lot 1.07, Township of Lower, Cape May County prepared by DeBlasio & Associates, Wildwood, NJ dated December 23, 2025.

Being subject to any easements or restrictions of record.

Description prepared December 23, 2025.

Project No LTC043



Henry V. Engel III, PLS
NJ License No. 35833

Operation and Maintenance Plan

For

David Douglass Sr. Memorial Park

The Township of Lower, Cape May County, New Jersey

Location

The approximate location of the center of the project area is at 49,332'N and 360,586'E in New Jersey State Plane Coordinates. The project area is located within portions of Block 695, Lots 1 to 14 (Delaware River & Bay Authority), Block 740, Lots 12 (Township of Lower), 1.06, and 1.07 (US Army Corps of Engineers), and the Beach Drive right-of-way (Township of Lower). The site can be accessed from the southern terminus of Beach Drive. Areas to the west of David C. Douglass, Sr. Memorial Park contain dune systems, public accessways, and free public beaches. Directly to the east of the subject site is Beach Drive and the highly trafficked Cape May Lewes Ferry terminal. The Cape May Canal is located directly south of the project site.

Site Description

David C. Douglass, Sr. Memorial Park is a municipally owned open space located on Beach Drive in the North Cape May section of Lower Township, Cape May County, New Jersey. Located along the northern side of the Cape May Canal, the park provides waterfront public access to visitors. Named in memoriam of Patrolman David C. Douglass, Sr., a Lower Township police officer who was killed in the line of duty in 1994, the park serves as a memorial to Patrolman Douglass and all first responders. The park's existing features include informal trails that lead to the Delaware Bay, small pavilions, tables, benches, a parking area, asphalt walkways, and scenic views of the New Jersey Coast. Presently the infrastructure and amenities in the park are in need of upgrades to better accommodate public access, park usage demands, and to ensure compliance with the Americans with Disabilities Act (ADA).

Proposed Improvements

The Township of Lower has initiated a comprehensive redevelopment plan for David C. Douglass, Sr. Memorial Park to address longstanding deficiencies in public access, visitor safety, and facility usability. The scope of work includes the construction of a new memorial for David C. Douglass, Sr., a fully ADA compliant restroom facility (located on Township Property), ADA-accessible ramps, walkways, and beach access, reorganization of vehicular and pedestrian circulation and parking areas, installation of supporting utility infrastructure, and safety upgrades throughout the site.

Operations and Maintenance

This Operations and Maintenance (O&M) Plan outlines the procedures, responsibilities, and standards for the ongoing operation, inspection, and maintenance of David Douglass Sr. Memorial Park. The intent of this plan is to ensure the park remains safe, accessible, functional, and attractive for public use while protecting public investment.

Park Improvements Covered

This O&M Plan applies to the following park features and amenities:

- Memorial Statue
- Shade Structures/Pavilions
- Picnic tables
- Benches
- Fencing
- Parking area
- Concrete Sidewalk
- Fully ADA-compliant restroom facility
- ADA-accessible ramps and walkways
- Beach access
- Educational signage
- Security lighting

Ownership and Responsibility

The park and associated improvements are owned by the Township. The Township shall be responsible for all operations, inspections, maintenance, and repairs associated with the park facilities.

Maintenance Activities:

Shade Structures and Pavilions, Lighting

- Inspect structural elements (posts, beams, roof, footings) for damage, rot, corrosion, cracking or vandalism.
- Clean surfaces and remove graffiti.
- Repair or replace damaged materials.

Frequency:

- Visual inspection: Weekly
- Cleaning: Daily
- Structural review: Annually

Picnic Tables, Benches, Fencing, Signage, Memorial

Maintenance Activities:

- Visually inspect for damage.
- Clean surfaces and remove debris or graffiti.
- Repair, refinish, or replace damaged components.

Frequency:

- Visual inspection: Weekly
- Cleaning: Daily
- Repair/refinishing: Annually or as required

Parking Area

Maintenance Activities:

- Inspect asphalt surface for cracks, potholes.
- Maintain pavement markings, including ADA parking spaces and signage.
- Remove trash and debris.
- Snow and ice removal during winter months.

Frequency:

- Inspection: Quarterly
- Sweeping/cleaning/snow removal: As needed
- Resurfacing or sealing: As recommended by pavement condition

Concrete Sidewalk

Maintenance Activities:

- Inspect for cracks, settlement, tripping hazards, and surface deterioration.
- Repair cracks and uneven areas promptly.
- Keep walkways clear of debris, sand, and vegetation.
- Snow and ice removal as required.

Frequency:

- Inspection: Weekly
- Sweeping/cleaning/snow removal: Daily
- Repairs: As needed

ADA-Accessible Ramps and Walkways

Maintenance Activities:

- Inspect slopes, handrails, edge protection, and surface conditions.
- Ensure no obstructions impede accessible routes.
- Repair any settlement, cracking, or handrail damage.

Frequency:

- Inspection: Daily
- Repairs: As needed to maintain ADA compliance

Restroom Facility

Maintenance Activities:

- Routine cleaning of fixtures, floors, walls, and surfaces.
- Inspect plumbing, lighting, ventilation, and door hardware.
- Ensure ADA features (grab bars, clearances, accessible fixtures) remain functional and unobstructed.
- Restock supplies (toilet paper, soap, paper towels).
- Perform seasonal winterization and spring start-up.

Frequency:

- Cleaning: Daily
- Inspection: Weekly
- Mechanical/plumbing inspection: Annually

Plan Review and Updates

- This O&M Plan shall be reviewed updated annually per the terms of a park Lease Agreement between the United States of Army Corps and the Township.

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 1 of 5

USACE Facility: New Jersey Intracoastal Waterway Federal Navigation Channel**Parcel/Site Location and Description:** David Douglass Memorial Park, Lot 1.07, See the attached maps.**Proposed Real Estate Action Description:** The Environmental Condition of Property assessment was performed to identify environmental conditions on the subject site before execution of a real estate transaction between the USACE and Lower Township for the construction of park enhancements.**SITE SUMMARY INFORMATION**

1. Information regarding site uses and any hazardous materials, contamination, or conditions. Reasonably obtainable and pertinent files, records, reports and aerial photographs were reviewed, and a site inspection was conducted on 18 May 2026 to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions is provided for each environmental condition.

A. Parcel/Site Uses:

Prior Uses: This parcel contained federal navigation structures including a jetty root, parking, sandy areas with vegetation prior to construction of a township park and improvements.

Current Uses: The parcel is used for recreational activities as a township park with sidewalks, benches, a gazebo, signs adjacent to rubble mound and concrete stabilization of the navigation channel banks.

Future Uses: Improvements to the Township Park area per the plans.

B. Contaminants: ☐ Yes ☒ No ☐ Unknown

If yes, identify contaminant and media:

No contaminants were identified or observed during a site visit on 14 May 2026 or through a review of reasonably obtainable government records for the subject site.

Source of information: The visual site inspection on 14 May 2026 and a review of reasonably obtainable New Jersey Department of Environmental Protection records did not reveal or document any spills or environmental issues on the subject site or immediately adjacent properties.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

C. Hazardous Materials Use: ☐ Yes ☒ No ☐ Unknown

Hazardous Materials Storage: ☐ Yes ☒ No ☐ Unknown

Type of Hazardous Materials (HM): N/A

Type of Use and Storage of HM: N/A

Source of information: The visual site inspection on 14 May 2026 did not identify buildings, pads, or storage areas at the subject site and a review of reasonably obtainable government records did not reveal or document any hazardous materials use, disposal, or storage on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal (TSD) of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify buildings, pads, or storage areas on the subject site, and a review of reasonably obtainable government records did not reveal or document any TSD facilities on the parcel or on adjacent properties that would have impacted the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks (USTs): ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection did not identify pads, piping, or vents on the subject site and the review of reasonably obtainable government records did not reveal or document any USTs on the site or on adjacent properties that would have impacted the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 2 of 5

F. Aboveground Storage Tanks (ASTs): ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify pads, piping, or vents on the subject site and the review of reasonably obtainable government records did not reveal or document any USTs on the site or on adjacent properties that would have impacted the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyls (PCB's): ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify pad-mounted or pole-mounted transformers or the presence of PCBs on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☐ Yes ☒ No ☐ Unknown

Source of information: Observations during the visual site inspection did not identify indications of asbestos-containing materials on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

I. Lead-Based Paint: ☐ Yes ☒ No ☐ Unknown

Source of information: Observations during the visual site inspection did not identify indications of lead-based paint on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐ Yes ☒ No ☐ Unknown

Source of information: No testing was performed at the subject site. The EPA Radon Zone Maps for the State of NJ indicated that the subject site is located in Zone 3 – Low Potential which has a predicted average indoor radon screening level of less than 2 pCi/L.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify radiological materials present on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify solid/bio-hazardous wastes present on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

M. Munitions and Explosives of Concern: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify known munitions or explosives of concern present on the subject site.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

Page 3 of 5

N. Threatened or Endangered Species: ☐ Yes ☒ No ☐ Unknown

Source of information: A review of U.S. Fish and Wildlife Service's and NOAA Fisheries consultations done for dredging of the canal indicate that no dredging/in-water work can occur between April 15 and Sept 15 of any year. USACE did not consult for work on the adjacent land or on the adjacent beach as part of the federal navigation project. Consultations done for beneficial use placement in the nearshore at Cape May Meadows/Point indicate potential concerns for Red Knot, Piping Plovers and Sea Beach Amaranth, but this is not adjacent to the site in question.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☐ Yes ☒ No ☐ Unknown

Source of information: The visual site inspection on 14 May 2026 did not identify natural or cultural resources of concern on the subject site. The PM is unaware of any cultural resources on USACE property.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

P. Use of Adjacent Property:

Current Use: The adjacent property currently consists of dunes, beach and vegetation to the west and north, DRBA's Cape May Ferry Terminal to the east and the NJ Intracoastal Waterway federal navigation channel immediately to the south. The north jetty to the west is also a component of the federal navigation project. Source of information: The visual site inspection conducted on 14 May 2026 and a review of historic aerial photographs for the subject site and vicinity from 1985 to 2026.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Q. Has the site had any Notices of Violation: ☐ Yes ☒ No ☐ Unknown

Source of information: A review of State and local records did not indicate any NOV's issued for the subject site and immediately adjacent properties.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above:

N/A

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

Based on a visual site inspection and real estate records available from USACE, no land use controls are in place on the subject site.

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

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3. Signature:

Based on the records reviews, site inspections, and interviews conducted for the proposed real estate action, the environmental conditions of the property are as stated in this document and this property is suitable for outgrant or transfer with the inclusion of the Land Use Controls identified above.

Environmental Condition of Property Checklist Preparer:

Monica Chasten
Project Manager
USACE Philadelphia District

Technical Support Branch Chief

GOLDBERG.KENNET
H.S.1229189278

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GOLDBERG.KENNETH.S.1229189278
Date: 2026.07.02 12:01:14 -04'00'

July 2, 2026

Kenneth S. Goldberg, PE, PMP

Date

ENVIRONMENTAL CONDITION OF PROPERTY CHECKLIST

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Data Gaps

The ECP checklist was performed in accordance with the ASTM E1527-05 and is limited to the practices set forth in the standard. Exceptions include the following data gaps:

- Interviews with the past owners regarding the subject property were not conducted. This property has been owned by USACE since approximately 1940.
- Aerial photographs were reviewed for the years 1985 through 2026 using Google Earth software.
- A title search was not included in the scope of work.
- An evaluation of the property value per the ASTM E1527-05 was not included in the scope of work.

**2026 CASH RECEIPTS
AUGUST**

Township of Lower
Office of the Tax Collector

	MONTH TO DATE	YEAR TO DATE
Receipts		
Preliminary Tax Year (2027)	788,714.07	1,242,982.93
Current year taxes (2026)	17,293,220.97	58,698,164.93
Prior year taxes (2025)	250.00	780,873.79
Previously exempt property		-
State Audit Pay Back		-
Municipal Lien		-
Recording		-
Bankruptcy		-
6% Penalty		2,289.57
Municipal Service Fees		28,200.00
Tax Search Fees		10.00
Interest	4,509.44	103,064.51
Lot clearing		1,217.34
Returned Check Fees*	200.00	460.00
Duplicate Bills	110.00	495.00
Trash	1,583.00	39,996.00
Tax Sale Cost		-
MUA		-
TOTAL DEPOSITS	18,088,587.48	60,897,754.07
DEPOSITED TO COUNCIL CHECK	16,213,186.53	51,753,849.47
DEPOSITED TO WIPP ACCOUNT	1,875,400.95	9,631,592.11
TOTAL DEPOSITS	18,088,587.48	61,385,441.58
NSF Reversals *	19,467.63	54,186.99
WIPP NSF Reversals	37,929.81	107,603.20
NSF Return Check Fee (\$20.00)		
TOTAL NSF	57,397.44	161,790.19
TOTAL	18,031,190.04	61,223,651.39

Prepared by Kathy Brown