

**WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL**  
**January 23, 2019 - 7:00 P.M.**

**Meeting called to order**

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

**Work Session**

Swearing in of New Officers by Mayor Erik Simonsen: Ptl. Kevin O'Brien; Ptl. Steven Trunfio and Ptl. Michael Harkin

**Consent Agenda**

Approval of Minutes – January 2, 2019

- Res. #2019-55 Payment of Vouchers \$ \$462,384.84  
Res. #2019-56 Contract Award for Management Information System Consultant (MIS) for the Year 2019 (Barber Consulting Services \$14,500)  
Res. #2019-57 Contract Award to Provide the 2019 Fireworks Show, Including the Barge, to S. Vitale Pyrotecnico Industries, Inc. (Final year of contract \$48,000)  
Res. #2019-58 Approval of Change Order #2 to DeBlasio & Associates Contract for FY2018 NJDOT Municipal Aid Reconstruction of Georgia Avenue, Alabama Avenue and Main Street – Alabama Avenue Roadway As-Built (\$950)  
Res. #2019-59 Re-Appointment to the Municipal Utilities Authority Board (B.O'Connor)  
Res. #2019-60 Authorization for Refund of Taxes (3 properties)  
Res. #2019-61 Authorizing Payout of Terminal Leave (A.Grier \$27,564.68)  
Res. #2019-62 Authorizing Payout of Terminal Leave (E.McDermott \$225.86)  
Res. #2019-63 Authorization for the Payout of Accumulated Compensatory Time (W.Porch \$935.41)  
Res. #2019-64 Authorization for the Payout of Accumulated Sick Time (2 employees \$1,883.35)  
Res. #2019-65 Resolution Establishing the Title of Emergency Warming Center/Shelter Attendant  
Res. #2019-66 A Resolution Awarding Eight (8) Concerts to be Held at the Delaware River Bay Authority Ferry Terminal to Media Five LTD; Frank Kielb and Anderson Entertainment Management, Inc. (\$16,275)  
Res. #2019-67 Issuance of 2019 Limousine, Taxi and Operator Licenses (G.Garibaldi Transportation, LLC)  
Res. #2019-68 Approval of Change Order #4 for Marcus Karavan, Esq. (\$3,055)  
Res. #2019-69 Approval of Secondhand Merchants and Dealers of Precious Metals License (Lucky 7)  
Res. #2019-70 Amending Designation of Official Depositories – Signature Requirement

**Regular Agenda**

Ordinance #2019-01 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A:4-15.14) – This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

Ordinance #2019-02 An Ordinance Amending Chapter 600-6, Towing and Storage, Towing and Storage Fee Schedule, of the Code of the Township of Lower. This is the second reading and public hearing for this Ordinance. This Ordinance has been posted, published and made available to the public.

Res. #2019-71 Appointment to the Municipal Utilities Authority Board to Fulfill an Unexpired Term

Res. #2019-72 Authorizing the Payment of Vouchers (D.Perry Contractual Reimb)

**Manager's Report**

**Engineer's Report**

**Administrative Reports**

Monthly Reports - Clerk, Construction, Dog, Treasurer, Vital Statistics  
Tax Collector Annual Report

**Council Comments**

**Call to the Public**

**Closed Session**

Res. #2019-73 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client Privilege/Negotiation of a Contract**

**Adjournment**

## COUNCIL MEETING MINUTES – January 2, 2019

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on January 2, 2019 at 7:00 p.m. in the meeting room of the 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.

After the Pledge of Allegiance, Mayor Simonsen offered the invocation.

The following Councilmembers were sworn in for their new term:

- Ward 1 - Thomas Conrad was sworn in by Freeholder Dir Gerald Thornton / Bible held by wife Stacey
- Ward 2 - David Perry was sworn in by CMC Sheriff Robert Nolan / Bible held by his wife Janet
- Ward 3 - Roland Roy, Jr. was sworn in by Jeffrey Lindsay / Bible held by his wife Melissa

Roll Call and Determination of Quorum:

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

- Councilmember Thomas Conrad
- Councilmember David Perry
- Councilmember Roland Roy, Jr.
- Deputy Mayor Frank Sippel
- Mayor Erik Simonsen

Also present: James Ridgway, Township Manager, David Stefankiewicz, Township Solicitor and Karen Fournier, Deputy Township Clerk

### Work Session

#### Consent Agenda

Approval of Minutes - December 17, 2018

Approval of Closed Session Minutes – December 17, 2018

- Res. #2019-01 Appointment of Municipal Solicitor for 2019 as a Professional Service Contract without Public Bidding (D. Stefankiewicz / Stefankiewicz & Belasco NTE \$125,000)
- Res. #2019-02 Appointment of Township Labor Attorney for the Year 2019 as a Professional Service Contract without Public Bidding (W.Blaney NTE \$40,000)
- Res. #2019-03 Appointment of Municipal Auditor for the Year 2019 as a Professional Service Contract without Public Bidding (Ford Scott NTE \$40,000)
- Res. #2019-04 Appointment of Bond Counsel for the Year 2019 as a Professional Service Contract without Public Bidding (Archer & Greiner)
- Res. #2019-05 Appointment of Municipal Prosecutor for the Year 2019 (Blaney & Karavan \$40,000)
- Res. #2019-06 Appointment of Municipal Public Defender for the Year 2019 (S.Fuscellaro \$15,000)
- Res. #2019-07 Appointment of Joint Insurance Fund Risk Management Consultant (J.Byrne Agency 5% net assessment year 2 of 3)
- Res. #2019-08 Appointment of Municipal Engineer for the year 2019 as a Professional Service Contract without Public Bidding (Mott MacDonald NTE \$450,000)
- Res. #2019-09 Appointment of Public Information Officer for the year 2019 as a Professional Service Contract without Public Bidding (L.Suit \$12,900)
- Res. #2019-10 Appointment of Township Tax Appeal Attorney for the year 2019 as a Professional Service Contract without Public Bidding (M.Karavan NTE \$10,000)
- Res. #2019-11 Appointment of Health Insurance Brokerage Consultant for the year 2019 as a Professional Service Contract without Public Bidding (Marsh & McLennan \$26,674.08)
- Res. #2019-12 Establishment of Council Meeting Dates and Times for the Year 2019 (annual)
- Res. #2019-13 Annual Approval of Emergency Management Council (annual)
- Res. #2019-14 Designation of Official Newspapers for Legal Advertising for the Year 2019
- Res. #2019-15 Authorizing the Tax Assessor to File Tax Appeals (annual)
- Res. #2019-16 Confirmation of Officials for Joint Insurance Fund and Municipal Excess Liability Fund (annual)
- Res. #2019-17 Authorizing the Clerk to Issue Bingo & Raffle Licenses Throughout 2019 to Qualified Organizations (annual)
- Res. #2019-18 Setting Interest Rate for Delinquent Taxes (annual)

- Res. #2019-19 Adopting 2019 Temporary Current Budget (required)
- Res. #2019-20 Authorizing Payment of 2019 Debt Service (annual)
- Res. #2019-21 Designation of Official Depositories (annual)
- Res. #2019-22 Authorizing Payment of 2019 Animal Shelter and Spay/Neuter Fees (annual)
- Res. #2019-23 Resolution to Defer the Regional School Tax (annual)
- Res. #2019-24 Authorizing Payment of 2019 Regional School Taxes (Jan-June \$6,540,605.50)
- Res. #2019-25 Authorizing Payment to Lower Township Board of Education (Jan-June \$8,662,973.50)
- Res. #2019-26 Authorizing Payment of 2019 Pension Amounts Due 4/1/2019 (\$1,727,021)
- Res. #2019-27 Contract Award for Township of Lower Animal Control Services – Year 3 (\$54,000)
- Res. #2019-28 Authorizing Payment for Dispatch Services (\$600,000 total for 2019)
- Res. #2019-29 Authorization for Public Bidding (annual)
- Res. #2019-30 Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission (annual)
- Res. #2019-31 Resolution Establishing the Quote Threshold Pursuant to NJSA 40A:11-3a (\$4,000)
- Res. #2019-32 Resolution Authorizing Contracts with Approved State Contract Vendors for Contracting Units Pursuant to NJSA 40A:11-12a (annual)
- Res. #2019-33 Approval of Annual Contribution to Volunteers in Medicine (\$7,690)
- Res. #2019-34 Approving 2019 Contract with Cape Assist (\$3,213 Employee Assistance Program)
- Res. #2019-35 Approval of Petty Cash Funds – 2019 (annual)
- Res. #2019-36 Designation of a Public Agency Compliance Officer for Lower Township (M.Vitelli – annual)
- Res. #2019-37 Authorizing the Cash Management Plan (annual)
- Res. #2019-38 Re-appointment of Class II Member to the Planning Board (J.Dowe, Tax Assessor)
- Res. #2019-39 A Resolution Approving Municipal Banking Agreements (OceanFirst Bank)
- Res. #2019-40 Transfer of 2018 Appropriations
- Res. #2019-41 A Resolution Awarding a Professional Service Contract Without Public Bidding to Rutala Associates Consulting Services Regarding the Economic Development Plan for the Lower Township Opportunity Zone
- Res. #2019-42 A Resolution Authorizing a Memorandum of Agreement Between the Township of Lower and the County of Cape May Regarding Code Blue Warming Centers
- Res. #2019-43 A Resolution Designating Lower Township's Municipal Warming Centers (Millman Ctr & Rec Ctr)
- Res. #2019-44 Renewal of Trailer Park Licenses for the Year 2019
- Res. #2019-45 Award National Cooperative Purchasing Agreement with Sourcewell Formerly National Joint Power Alliance (NJPA) for One (1) 2019 Peterbilt 367 Tri-Axle Cab and Chassis with Beau-Roc Dump Body (\$180,711)
- Res. #2019-46 Appointment of Lower Township Conflict Hearing Officer as a Professional Service Contract without Public Bidding (S.Secare NTE \$7,500)
- Res. #2019-47 2018 Vouchers \$376,667.11
- Res. #2019-48 2019 Vouchers \$295,441.62
- Res. #2019-49 A Resolution Approving Year Three of a Three Year Interlocal Service Agreement Between the Township of Lower and Lower Township Fire District #3 (\$18,750)
- Res. #2019-50 Authorizing Payment of 2019 County Taxes (First and Second Quarter) and 2018 Added Taxes (\$5,241,300.43)
- Res. #2019-51 Authorization for Refund of Taxes (2 properties \$3,688.36)
- Res. #2019-52 Authorization for the Payout of Accumulated Sick Time
- Ordinance #2019-01 An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (NJSA 40A:4-15.14) – This is the first reading. The second reading and public hearing has been scheduled for Jan 23, 2019
- Ordinance #2019-02 An Ordinance Amending Chapter 600-6, Towing and Storage, Towing and Storage Fee Schedule, of the Code of the Township of Lower This is the first reading. The second reading and public hearing has been scheduled for Jan 23, 2019

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY	X		X			
ROY		X	X			
SIPPEL			X			
SIMONSEN			X			

**Regular Agenda**

Res. #2019-53 Appointment of Class III Member to the Planning Board (Councilman Roy)

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY			X			
ROY					X	
SIPPEL	X		X			
SIMONSEN			X			

Res. #2019-54 Resolution Designating the Lower Township Rescue Squad, Inc. as the Provider of Emergency Medical Services in Lower Township

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD					X	
PERRY			X			
ROY		X	X			
SIPPEL			X			
SIMONSEN	X		X			

**Manager's Report**

Manager Ridgway applauded the Recreation Department on several successful events. He gave a brief update on the Opportunity Zone and communicated that the proposed budget will be introduced in February.

**Council Comments**

Councilmember Conrad thanked residents and family for their support and said he looks forward to the future.

Councilmember Perry thanked the Lower Twp. Republican Organization, Committee Members, County Freeholders, fellow Councilmembers, and his family for all their support.

Councilmember Roy echoed the sentiments of Councilmember Perry and gave special thanks to his family and friends for their continued support. He also wished everyone a happy new year.

Deputy Mayor Sippel thanked fellow Councilmembers and all Township employees for making Lower Township a great place to live.

Mayor Simonsen echoed the above sentiments; offered prayers to the Sheftz family; congratulated Council; thanked all Lower Township departments and First Responders; and reminded of the next Council meeting, Wednesday, Jan. 23<sup>rd</sup>.

**Call to the Public**

Freeholder Director, Gerald Thornton, congratulated Council and complimented their positive teamwork and productivity.

Emmit Vandergrift, Evergreen Curative, LLC, communicated the development of medicinal marijuana and sought Council's interest in hosting a facility within the Township.

**Adjournment**

There being no further business to address, motion to adjourn moved by Councilmember Conrad, seconded by Councilmember Perry. Motion to adjourn was unanimous. Meeting adjourned at 7:26 p.m.

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Mayor

\_\_\_\_\_  
Township Clerk

Approved:



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00852 CHERRY VALLEY TRACTOR CO.*	19-00059	01/07/19	COUNTY TRACTOR	Open	923.20	0.00		
01110 COLLEEN CRIPPEN	19-00222	01/15/19	CONTRACTUAL REIMBURSEMENT V	Open	451.00	0.00		
01132 CUMMINS POWER SYSTEMS, LLC*	18-02569	10/03/18	SERVICE CONTRACT GENERATORS	Open	2,174.16	0.00		
01170 VERIZON WIRELESS* F/S	19-00163	01/09/19	FIRE SAFETY 11/27-12/26/18	Open	52.64	0.00		
01171 VERIZON WIRELESS - TOWNHALL	18-03063	11/19/18	DEC 2018 IPHONE 723051842	Open	949.87	0.00		
	18-03064	11/19/18	DEC 2018 WIRELESS	Open	<u>524.19</u>	0.00		
					1,474.06			
01201 DELL CORPORATION*	18-03164	11/30/18	TAX OFFICE COMPUTERS	Open	4,118.75	0.00		
01310 JLP INTL INC*	18-01825	06/28/18	EQUIPMENT REPAIRS/WEIGHT ROOM	Open	530.50	0.00		
01372 GARY PLAYFORD	19-00234	01/16/19	REIMB 01/8/2018-03/06/2018	Open	1,825.97	0.00		
01450 ERMA DELT*	18-03429	12/31/18	ELKS/ BEHELER TOURNAMENT 12/27	Open	149.19	0.00		
01480 E-Z PASS	19-00223	01/15/19	EZ-PASS 20001152-17226	Open	200.00	0.00		
01641 GALL'S INC*	18-03339	12/21/18	UNIFORMS	Open	140.00	0.00		
01657 GOPHER SPORT*	18-03256	12/11/18	BASKETBALL EQUIPMENT	Open	1,250.89	0.00		
01660 GENERAL SPRING SERVICE*	19-00086	01/07/19	REAR SUSPENSION TRUCK 36	Open	2,100.00	0.00		
	19-00177	01/10/19	REAR SUSPENSION	Open	<u>5,791.01</u>	0.00		
					7,891.01			
01690 GRANTURK EQUIPMENT CO*	18-01766	06/20/18	PARTS FOR TUB GRINDER	Open	1,546.60	0.00		
01734 CHURCH'S SEASHORE NURSERY INC*	19-00028	01/04/19	BENNETT'S FIELD-SPRINKLER	Open	1,428.50	0.00		
01806 ANTHONY J HARVATT, II, ESQ	19-00156	01/09/19	RESOLUTION MARCH 1 2018	Open	300.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01824 ROBERT J. HERITAGE	19-00224	01/15/19	CONTRACTUAL REIMBURSEMNT M	Open	176.55	0.00		B
01956 IMPACT TECHNOLOGY SOLUTIONS*	18-01662	06/07/18	VIDEOCONFERENCING FOR AIRPORT	Open	1,268.00	0.00		
02025 HUNTER JERSEY PETERBILT*	18-03326	12/18/18	ELBOW PIPE	Open	135.34	0.00		
02027 JESCO INC*	19-00082	01/07/19	PARTS FOR BACK HOE/DPW/JAN	Open	1,098.90	0.00		
02108 KEEN COMPRESSED GAS CO*	18-02650	10/10/18	BOTTLED WATER/DPW	Open	521.94	0.00		
02134 THOMAS KEYWOOD	19-00155	01/09/19	CONTRACTUAL REIMBURSEMENT M	Open	746.64	0.00		
02223 LANDSMAN UNIFORMS*	18-02284	08/24/18	UNIFORMS	Open	1,922.50	0.00		
02247 LAWSON PRODUCTS, INC.*	18-02626	10/09/18	SUPPLIES FOR GARAGE/DEC.	Open	699.45	0.00		
02292 DONALD LOMBARDO	19-00026	01/03/19	CONTRACTUAL REIMBURSEMENT M	Open	1,490.58	0.00		
02319 LOWER TWP. ELEM. SCHOOL	18-03284	12/13/18	REIMBURSEMENT-FENCING	Open	3,898.16	0.00		
02349 ROBERT LUBBERMAN	19-00094	01/07/19	BASKETBALL OFFICIAL	Open	100.00	0.00		
	19-00139	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	80.00	0.00		
	19-00200	01/15/19	BASKETBALL OFFICIAL	Open	50.00	0.00		
					230.00			
02402 MGL PRINTING SOLUTIONS	18-03187	12/04/18	PD 5 FORMS	Open	134.00	0.00		
	18-03351	12/21/18	2018 W2/1099 TAX FORMS	Open	376.00	0.00		
	19-00019	01/03/19	TWP SHARE BANKING SUPPLIES	Open	2,997.00	0.00		
					3,507.00			
02418 MAJESTIC SEWER AND DRAIN*	19-00020	01/03/19	TOWNHALL EMERGENCY SERVICE	Open	275.00	0.00		
02461 JOHN MAHER	19-00025	01/03/19	CONTRACTUAL REIMBURSEMENT M	Open	3,109.87	0.00		
02538 MARSH & MCLENNAN AGENCY, LLC*	19-00052	01/04/19	DNE\$26,674.08 BROKER	Open	2,222.84	0.00		B
02902 J. BYRNE INSURANCE*	19-00240	01/17/19	ANNUAL PREMIUM GROUP ACCIDENT	Open	6,200.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02968 PATTI'S PARTY WORLD*	18-03330	12/19/18	NEW YEAR'S EVE DECORATIONS	Open	250.00	0.00		
02991 NJ CONFERENCE OF MAYORS	19-00110	01/09/19	2019 MEMBERSHIP DUES	Open	510.00	0.00		
03008 NJ DEPT OF TREASURY/FEES	18-03332	12/19/18	TEMPORARY DEWATERING PERMIT	Open	12,395.00	0.00		
03020 NJ DIVISION OF MOTOR VEHICLES	19-00004	01/03/19	CONST 19 FORD XLT TITLE-TAGS	Open	60.00	0.00		PC1
03022 PRICE CHOPPER, INC*	18-03341	12/21/18	WRISTBANDS FOR POOL	Open	328.16	0.00		
03072 NJ STATE LEAGUE OF MUNICIPALIT*	19-00111	01/09/19	2019 MEMBERSHIP DUES	Open	1,656.00	0.00		
03104 NORTHEAST IND. & MARINE SUPPLY*	18-03390	12/27/18	HOSE FITTINGS	Open	1,301.39	0.00		
03241 SARGENT OSHEA	18-03428	12/28/18	CONTRACTUAL REIMBURSEMENT M	Open	555.55	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	18-03290	12/13/18	CLEANING SUPPLIES/ALL BUILDING	Open	2,077.52	0.00		
03293 BLAINE PAYNTER	18-03426	12/28/18	CONTRACTUAL REIMBURSEMENT M	Open	135.00	0.00		
03305 PEDRONI FUEL*	19-00091	01/07/19	NO LEAD GAS #546772	Open	217.59	0.00		
03321 PATRICK MARTIN, ESQ	18-03346	12/21/18	CONFLICT PROSECUTOR 12/18/18	Open	300.00	0.00		
03365 LYNN JEFFERIS	19-00221	01/15/19	CONTRACTUAL REIMBURSEMENT M	Open	402.56	0.00		
03373 WILLIAM PIOTROWSKI JR.	19-00130	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	80.00	0.00		
03427 POLAR BEAR MECHANICAL SERVICES	18-03356	12/24/18	EMERGENCY WORK - MILLMAN CENTE	Open	196.00	0.00		
03466 R & R SPECIALTIES	18-03082	11/20/18	NAME PLATE - REGISTRAR	Open	42.00	0.00		
03518 RIGGINS, INC.*	19-00090	01/07/19	DIELSEL 74982025	Open	505.20	0.00		
03608 SEAWAVE CORPORATION*	18-03383	12/27/18	CLASSIFIED AD ASSESSORS OFFICE	Open	60.38	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>03611 SERVICE TIRE TRUCK CENTERS*</b>								
	18-02627	10/09/18	TIRES/RDS/SANT/RECY/DPW/NOV.	Open	4,356.97	0.00		
	18-02628	10/09/18	TIRES/RDS/SANT/RECY/DPW/DEC.	Open	<u>255.25</u>	0.00		
					4,612.22			
<b>03692 SOUTH JERSEY GAS CO*</b>								
	18-02873	11/09/18	DECEMBER 2018	Open	4,653.53	0.00		
<b>03810 MUNICIPAL UTIL AUTH USAGE COST</b>								
	19-00030	01/04/19	SEWER 4 QTRS 2019	Open	5,280.00	0.00		
<b>03814 UNIVERSAL COMPUTING SERV., INC*</b>								
	18-03347	12/21/18	NOTICE MAILERS	Open	423.24	0.00		
<b>03863 TREASURER, STATE OF NEW JERSEY</b>								
	19-00089	01/07/19	4TH QUARTER STATE SURCHARGE	Open	7,230.00	0.00		
<b>03902 DONALD VANAMAN JR</b>								
	19-00180	01/10/19	CONTRACTUAL REIMBURSEMENT V	Open	145.00	0.00		
<b>03904 LOWE'S HOME CENTER INC*</b>								
	18-02085	07/30/18	MATERIAL /SUPPLIES/DEC	Open	282.18	0.00		
<b>03915 TURF EQUIPMENT &amp; SUPPLY CO*</b>								
	18-03305	12/14/18	PARTS FOR COUNTY MOWER	Open	175.18	0.00		
<b>03917 STATE OF NJ DEPT OF CHILD/FAML</b>								
	19-00144	01/09/19	CORRECTION TO 3RD QTR 2018	Open	750.00	0.00		
	19-00145	01/09/19	QTRLY MARRIGAE OCT,NOV,DEC2018	Open	<u>650.00</u>	0.00		
					1,400.00			
<b>03947 VFIS*</b>								
	19-00154	01/09/19	RENEWAL INSURANCE PORTFOLIO	Open	9,557.01	0.00		
<b>03971 VERIZON WIRELESS MDT POLICE</b>								
	18-03318	12/18/18	VERIZON MDT	Open	844.07	0.00		
<b>03985 VILLAS NAPA AUTO PARTS</b>								
	18-03059	11/19/18	PARTS FOR VEHICLES	Open	2,480.97	0.00		
	18-03060	11/19/18	PARTS FOR VEHICLES/DEC	Open	<u>1,935.08</u>	0.00		
					4,416.05			
<b>03992 VAL-U AUTO PARTS LLC*</b>								
	18-03325	12/18/18	RDS/ SANT/ RECYCLE/DEC.	Open	2,097.61	0.00		
<b>04080 WINNER FORD*</b>								
	18-01498	06/04/18	NEW PATROL VEHICLES NJC#88728	Open	55,898.00	0.00		
<b>04097 CINTAS FIRST AID AND SAFETY*</b>								
	19-00003	01/03/19	2018 MISSED INV TH FIRST AID	Open	94.15	0.00		
	19-00122	01/09/19	OPEN CINTAS INVOICE 2018	Open	100.10	0.00		
	19-00217	01/15/19	MEDICAL CABINET REFILL	Open	48.03	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04097 CINTAS FIRST AID AND SAFETY* Continued								
	19-00219	01/15/19	SUPPLES FOR FIRST AID/DPW/JAN	Open	<u>80.51</u>	0.00		
					322.79			
04101 GREGORY HOUSER SR (SPANKY'S)								
	18-03402	12/27/18	HOT DOGS & WATER - NYEVE PARTY	Open	550.00	0.00		
04216 PRIVATE ISLAND EMBROIDERY*								
	18-03146	11/29/18	UNIFORMS	Open	696.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS								
	18-03424	12/28/18	DECEMBER DOG DAMAGE 2018	Open	35.40	0.00		
04301 SEASHORE ASPHALT CORPORATION*								
	18-03323	12/18/18	HP PATCH	Open	85.00	0.00		
	18-03393	12/27/18	HP PATCH	Open	<u>828.75</u>	0.00		
					913.75			
05083 SJSHORE MARKETING LIMITED								
	18-03344	12/21/18	PRESENTATION AQUATIC CENTER	Open	69.99	0.00		
5005 THE MASTERS OF MAGIC AND FUN								
	18-03357	12/24/18	NYE - FACE PAINTER	Open	325.00	0.00		
5032 NORTH WILDWOOD \$ CREST SHIRT*								
	19-00092	01/07/19	BASKETBALL SHIRT ORDER	Open	2,028.00	0.00		
6004 LERETA, LLC								
	18-03417	12/28/18	REFUND BLOCK 510 LOT 2.06	Open	1,518.80	0.00		
6063 CAPE MINING & RECYCLING, LLC*								
	18-03303	12/14/18	WOOD CHIPS	Open	7,432.75	0.00		
	18-03396	12/27/18	WOOD CHIPS	Open	<u>3,782.50</u>	0.00		
					11,215.25			
6071 UNITED UNIFORMS LIMITED LIAB*								
	18-03381	12/27/18	ACADEMY UNIFORMS	Open	1,732.41	0.00		
7125 JOSEPH SCHAFFER								
	19-00096	01/07/19	BASKETBALL OFFICIAL	Open	50.00	0.00		
7181 JENNIFER KELLY, PHD, LLC*								
	18-03368	12/26/18	PRE-EMPLOYMENT EVALUATION	Open	1,200.00	0.00		
7196 LAUREN HUGGINS SUIT*								
	19-00032	01/04/19	2019 DNE 12,900.00	Open	1,075.00	0.00		B
7207 MOTOROLA SOLUTIONS								
	18-03078	11/20/18	RADIOS	Open	17,552.00	0.00		
7310 CORELOGIC REAL ESTATE TAX SER								
	18-03421	12/28/18	REFUND TAX BLOCK 501 LOT 9.15	Open	2,169.56	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7310 CORELOGIC REAL ESTATE TAX SER Continued	19-00023	01/03/19	TAX REFUND B28-L 17	Open	664.15 2,833.71	0.00		
7322 BRUCE BRITTON	19-00138	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	240.00	0.00		
7354 FLEETPRIDE INC.*	18-03340	12/21/18	PARTS /DPW/GARAGE	Open	128.97	0.00		
7478 WINDSTREAM COMMUNICATION INC*	18-03066	11/19/18	DEC 2018	Open	4,967.82	0.00		
7479 BE & ME ENTERTAINMENT LLC*	18-03301	12/14/18	MINI ART SESSIONS/FERRY MERRY	Open	500.00	0.00		
7502 SMARTPROCURE INC*	18-03352	12/21/18	12/23/18-12/22/19 GOVSPEND	Open	2,000.00	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	19-00046	01/04/19	RES 2019-01 DNE 28,000	Open	2,333.33	0.00		B
7508 BLANEY & KARAVAN PC*	18-00129	01/11/18	LABOR ATTORNEY DNE \$25K R 18-2	Open	1,037.50	0.00		B
	18-03349	12/21/18	TAX APPEAL ATTORNEY	Open	1,437.50	0.00		B
	19-00050	01/04/19	RES#2019-05 PROSECUTOR DNE\$40K	Open	3,333.33 5,808.33	0.00		B
7512 DIANA LILLO	19-00123	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	200.00	0.00		
7532 HEATHER MCNULTY*	18-03418	12/28/18	DEC 2018 SPROUT SPOT PROGRAM	Open	165.00	0.00		
	18-03419	12/28/18	DEC 18 HIFITNESS	Open	430.00 595.00	0.00		
7552 EVERBRIDGE, INC*	18-03176	12/03/18	1/1-12/31/18 EMERGENCY SYSTEM	Open	5,463.64	0.00		
7568 AMERICAN FURNITURE RENTALS*	18-03300	12/13/18	FURNITURE RENTAL COURT	Open	716.80	0.00		
7636 MOTT MACDONALD LLC*	16-02312	08/29/16	ENGINEERING FOR ROSEANN AVE	Open	32,345.70	0.00		B
	18-01691	06/11/18	ROSEANN AVE/BAYSHORE ESTATES	Open	9,322.20	0.00		B
	18-02192	08/10/18	REC CENTER BATHROOM	Open	1,637.50	0.00		B
	18-02467	09/18/18	EMERGENCY REPAIR TO PIPE LINE	Open	306.00	0.00		B
	19-00157	01/09/19	PROFESSIONAL ENGINEERING	Open	1,349.19	0.00		
	19-00158	01/09/19	PROFESSIONAL ENGINEERING	Open	207.75	0.00		
	19-00159	01/09/19	PROFESSIONAL ENGINEERING	Open	41.55	0.00		
	19-00160	01/09/19	PROFESSIONAL ENGINEERING	Open	483.44	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7636	MOTT MACDONALD LLC*		Continued					
	19-00226	01/15/19	PROFESSIONAL ENGINEERING	Open	<u>12,138.98</u>	0.00		
					57,832.31			
7711	LORETTA MURPHY							
	19-00128	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	400.00	0.00		
7712	KATELYN KELLY							
	19-00095	01/07/19	BASKETBALL OFFICIAL	Open	100.00	0.00		
	19-00125	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	<u>240.00</u>	0.00		
					340.00			
7713	KELLI JOHNSON							
	19-00132	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	200.00	0.00		
7714	MACH JACKSON							
	19-00131	01/09/19	ELKS BBALL TOUR 12/27-12/29-18	Open	160.00	0.00		
7715	JOE ENGLEHERT							
	19-00136	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	280.00	0.00		
7728	SOUTH JERSEY ENERGY							
	18-03067	11/19/18	11/16/18-12/17/18 ENERGY	Open	2,904.29	0.00		
7811	KYOCERA DOCUMENT SOLUTION AMER							
	18-03423	12/28/18	POOLED SERVICES DEC2018	Open	78.00	0.00		
7820	DEBLASIO & ASSOCIATES, P.C*							
	17-03248	12/12/17	RES17-327 ENG DOUGLASS DNE 55K	Open	65.00	0.00		
	18-01963	07/18/18	C/O 1 NJDOT RECONSTRUCTION	Open	7,100.00	0.00		B
	18-02168	08/08/18	ENGINEERING 2018 ROAD PROGRAM	Open	4,895.00	0.00		B
	18-02869	11/09/18	RES 18-345 ENG DPW BUILDING	Open	<u>4,900.00</u>	0.00		
					16,960.00			
7869	WILDWOOD CREST RECREATION							
	19-00227	01/15/19	SCOOP TAYLOR TOURNAMNET	Open	250.00	0.00		
7871	PLANET TECHNOLOGIES, INC*							
	19-00002	01/03/19	2018 LOWER TWP EMAIL EXCHANGE	Open	2,123.52	0.00		
7881	MICHAEL A STRICKLAND							
	19-00124	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	320.00	0.00		
7929	AMAZON CAPITAL SERVICES, INC							
	18-03074	11/20/18	OFFICE SUPPLIES	Open	1,134.52	0.00		
	18-03335	12/19/18	OFFICE SUPPLIES	Open	106.90	0.00		
	18-03389	12/27/18	LED LAMP /* DESK CALENDAR	Open	34.95	0.00		
	18-03397	12/27/18	COPY PAPER/TREASURERS SUPPLIES	Open	342.72	0.00		
	19-00115	01/09/19	REPLACE DAMAGED MAILBOX	Open	111.99	0.00		
	19-00118	01/09/19	SUPPLIES	Open	1,330.68	0.00		
	19-00148	01/09/19	GATE RECEIVER & TRANSMITTER	Open	<u>84.14</u>	0.00		
					3,145.90			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7985 EAW SECURITY								
	18-03085	11/20/18	KEYS	Open	315.96	0.00		
	19-00108	01/09/19	SPARE CORE LOCKS FOR SECURITY	Open	475.34	0.00		
					791.30			
8023 CONSTELLATION NEW ENERGY INC								
	18-03430	12/31/18	11/15/18 TO 12/14/18	Open	3,338.12	0.00		
8030 THE EMBLEM AUTHORITY								
	18-03073	11/20/18	COINS	Open	1,915.00	0.00		
8036 RAGNASOFT INC								
	18-03277	12/12/18	NEW SCHEDULE PROGRAM	Open	2,500.00	0.00		
8039 CAPE MAY RUNNING LLC								
	18-03415	12/28/18	RETURN ESCROW 10/9-10/27/18	Open	381.56	0.00		
8040 UTILITY LINE SERVICES								
	18-03416	12/28/18	RETURN ESCROW 12/13/18	Open	3,533.12	0.00		
8041 FRANK X GIBSON								
	19-00022	01/03/19	REFUND VET B510 -L 2.06	Open	250.00	0.00		
8042 ROBERT H MATTHEWS JR								
	19-00142	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	280.00	0.00		
8043 JOHN FITCHETT								
	19-00141	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	240.00	0.00		
8044 STEVE RATTY								
	19-00143	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	200.00	0.00		
8045 BILL GILLINGHAM								
	19-00147	01/09/19	WRESTLING MATCH OFFICIAL	Open	126.00	0.00		
8047 MICHAEL FIERRO								
	19-00201	01/15/19	REGISTRATION REIMBURSEMENT	Open	60.00	0.00		
8048 TANYA BRANCH								
	19-00202	01/15/19	REIMBURSEMENT- BASKETBALL COAC	Open	56.41	0.00		
8049 KRYSTLE TABLER								
	19-00203	01/15/19	REIMBURSEMENT- BASKETBALL COAC	Open	56.41	0.00		
8050 LOUIS MILLET								
	19-00204	01/15/19	REIMBURSEMENT-BASKETBALL COACH	Open	41.41	0.00		
8051 SYLVESTER HALL								
	19-00205	01/15/19	REIMBURSEMENT-WRESTLING COACH	Open	56.41	0.00		
8052 JAMES RIDINGS								
	19-00206	01/15/19	REIMBURSEMENT-BASKETBALL COACH	Open	66.41	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8053 DIANE DEGURIAN	19-00197	01/15/19	BASKETBALL OFFICIAL	Open	85.00	0.00		
8054 CRYSTAL HINES	19-00198	01/15/19	BASKETBALL OFFICIAL	Open	100.00	0.00		
8056 DOUGLAS J BROWN	19-00233	01/16/19	1/15/19 REFUND TAX B 719 L1.03	Open	2,758.80	0.00		
ALUNN FRANK CLUNN	19-00137	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	120.00	0.00		
BAILEYL LANCE BAILEY	19-00140	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	80.00	0.00		
BLAUE BLAUER ASSOCIATES INC*	15-01940	07/22/15	RES#2015-214 2016 SMALL CITIES	Open	405.00	0.00		B
BOSNA KAREN MANETTE BOSNA	18-03420	12/28/18	YOGA DEC 2018 12/4 ,11 AND 18	Open	70.00	0.00		
DSTEFANK DAN STEFANKIEWICZ	19-00126	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	280.00	0.00		
FAIR JOHN FAIR	19-00133	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	240.00	0.00		
HALLK KERRY HALL	19-00135	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	320.00	0.00		
HOOVER ROBERT HOOVER & SONS INC*	18-03304	12/14/18	COUNTY MOWER SUPPLIES	Open	91.32	0.00		
JLLOYD JOSEPH LLOYD	19-00134	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	160.00	0.00		
NJSCO NJ SEX CRIMES OFFICERS ASSOC*	18-03276	12/12/18	TRAINING NOV 29'17 - DEC 1' 17	Open	350.00	0.00		
OCONNOR BRIAN O'CONNOR	19-00127	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	80.00	0.00		
ROSSIS STEVEN ROSSI	19-00129	01/09/19	ELKS BBALL TOUR 12/27-12/29/18	Open	120.00	0.00		
	19-00199	01/15/19	BASKETBALL OFFICIAL	Open	50.00	0.00		
					170.00			
<hr/> <b>Total Purchase Orders: 193 Total P.O. Line Items: 0 Total List Amount: 453,784.84 Total Void Amount: 0.00</b>								

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

RESOLUTION #2019- 55

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>Description</u>	<u>CK #</u>	<u>Amount</u>
JUMPIN JOES LLC	NEW YEARS BOUNCE HOUSES	63884	\$1600.00
MIKE TRAINORS ROOFING	TARP TO BE PUT ON PINK HOUSE	63883	\$2500.00
SHORE VETERINARIAN	MONTHLY PAYMENT	64003	\$4500.00

TOTAL Manual Checks \$8600.00

TOTAL Computer Generated \$453,784.84

TOTAL BILL LIST \$462,384.84

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on Jan 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

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

RESOLUTION # 2019-56

Title: **CONTRACT AWARD FOR MANAGEMENT INFORMATION SYSTEM CONSULTANT (MIS) FOR THE YEAR 2019**

**WHEREAS**, on February 5, 2018 Resolution #2018-63 accepted and awarded the Management Information System Consultant (MIS) for 2018 and 2019 to Barber Consulting Services, LLC; and

**WHEREAS**, Barber Consulting Services, LLC complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: \$5,000 9-01-20-310-363 (Township)  
\$9,500 9-01-25-240-276 (Police)

CFO Signature: \_\_\_\_\_  
Lauren Read, CFO

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

**AWARD TO: BARBER CONSULTING SERVICES, LLC**

**TOTAL AWARD: \$14,500.00 2 hour Weekly Visits  
Regular Hourly Rate \$75.00  
Emergency Hourly Rate \$150.00**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

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

RESOLUTION # 2019-57

Title: **CONTRACT AWARD TO PROVIDE THE 2019 FIREWORKS SHOW INCLUDING THE BARGE, TO S. VITALE PYROTECNICO INDUSTRIES INC.**

**WHEREAS**, On October 17, 2016 Resolution #2016-293 Accepted and Awarded the Independence Day Fireworks Show Contract including Barge for 2017 with an option for 2018 and 2019.

**WHEREAS**, S Vitale Pyrotecnico Industries Inc. complied with the specifications and supplied all required bid documents and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: 9-01-30-420-254

Signature: Lauren Read, CFO

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

**AWARD TO: S. VITALE PRYOTECNICO INDUSTRIES INC.**  
**TOTAL: 2019 YEAR \$48,000.00 Final Year of Contract**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

**Fireworks Independence Day Event Contract**  
**AGREEMENT FOR PROVISION OF FIREWORKS**  
**IN ACCORDANCE WITH BID**

THIS AGREEMENT is entered into on the 14<sup>th</sup> day of January, 2019 by and between TOWNSHIP OF LOWER, a municipal corporation with offices located at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter referred to as "Township") and PYROTECNICO, a New Jersey corporation with offices located at P.O. Box 149, New Castle, Pennsylvania 16103 (hereinafter referred to as "Pyrotecnico").

WHEREAS, the Township requires a fireworks display to be launched in the Delaware Bay on July 3, 2019 (the "Fireworks Display"), which is a highly specialized and qualitative service requiring a certain level of expertise, extensive training and a proven reputation in the field of fireworks display.

WHEREAS, the Township has selected Pyrotecnico to provide the Fireworks Display based upon its response to a Sealed Bid, Pyrotecnico being the only respondent, 2019 be the second of a three year contract ending with 2019 option and on the strong recommendations received from other governmental entities that display of fireworks in the State of New Jersey;

WHEREAS, the Township therefor desires to enter into a contract with Pyrotecnico for the Fireworks Display in accordance with the terms and conditions set forth herein; and

WHEREAS, this Agreement is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants and promises contained herein, 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. Scope of Services. Pyrotecnico agrees to provide and perform certain specialized services for Township in accordance with the terms and conditions of the Pyrotecnico Contract attached hereto as EXHIBIT A and incorporated herein by this reference as well as in conformance with this agreement and Resolution 2019-\_\_\_\_\_, the terms of which are also incorporated herein by reference. These items shall constitute the contract by and between the parties (the "Contract"). All terms and conditions of the Pyrotecnico Contract and the BID shall remain in full force and effect unless in conflict with this Agreement, in which case the terms of this Agreement shall control, or unless specifically modified by this Agreement.

2. Barge Company. Pyrotecnico shall also contract with a fully licensed and qualified Barge Company (the "Barge Company") to provide the barge services necessary for the Fireworks Display. Pyrotecnico shall be responsible for the Barge Company and all services to be provided by the Barge Company in connection with the Fireworks Display. The fireworks necessary for the Fireworks Display shall be loaded within Lower Township at the Dock of Cape Fisheries for display on the evening of July 3, 2019.

3. Scheduling Issues. The scheduled Fireworks Display shall be Sunday July 3, 2019, with a window start time of between 9:00 P.M. and 10:00 P.M. It will be determined by 6:00 A.M. on July 3, 2019 as to whether the Fireworks Display can occur due to weather conditions. In the event that the Fireworks Display is cancelled because of weather conditions, which determination shall be made by Pyrotecnico in consultation with the Township Manager, Fire Official and Chief of Police, all in accordance with the terms of the BID a rain date will be determined if feasible. If no rain date is possible a payment of \$6,500.00 will be payable to Pyrotecnico.

4. Compensation. As a fee for providing the Fireworks Display, the Township shall pay to Pyrotecnico the sum of **FORTY EIGHT THOUSAND DOLLARS (\$48,000.00)**, which shall be due and payable on or before **July 15, 2019**. From this amount, Pyrotecnico shall compensate the Barge Company for its fee in providing the transportation services necessary for the Fireworks Display.

5. Assignment. Services provided under this Agreement and the Contract is for the exclusive use of Township. Neither Township nor Pyrotecnico shall assign its interest in this Agreement or the Contract without the written consent of the other.

6. Severability. The terms, conditions, covenants, and provisions of this Agreement and Contract shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent

jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

7. Other Agreements. This Agreement, the Pyrotecnico Contract and BID No 2016-06, represent the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Agreement as compiled shall be enforceable unless the same shall be in writing and signed by the parties hereto.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Choice of Law/Venue. This Agreement, the Pyrotecnico Contract and BID # 2016-06 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, the Pyrotecnico Contract and BID No 2016-06 shall be brought in the Superior Court of New Jersey, Cape May County and any language in any compiled document to the contrary is hereby superseded by this provision and of no force or effect.

10. Waiver. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them under or connected with this Agreement or Contract or any of the provisions or any negotiations in connection therewith.

11. Paragraphs. The titles to paragraphs of this Agreement are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Agreement.

12. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

13. Approval by Township Council. This Agreement is contingent upon approval by the Township Council of the Township of Lower, Cape May County.

14. Compliance with Laws and Regulations. During the performance of this Agreement, Pyrotecnico agrees as follows:

A. Pyrotecnico, or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Pyrotecnico will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Pyrotecnico agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. Pyrotecnico, or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Pyrotecnico, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

C. Pyrotecnico, or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of Pyrotecnico's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Pyrotecnico, or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

E. Pyrotecnico, or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

F. Pyrotecnico, or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. Pyrotecnico, or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

H. Pyrotecnico, or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed the date first above written.

ATTEST:

TOWNSHIP OF LOWER

\_\_\_\_\_  
Julie Picard, Township Clerk

BY: \_\_\_\_\_  
Erik Simonsen, Mayor

ATTEST:

PYROTECNICO

  
\_\_\_\_\_  
, Secretary

BY:   
\_\_\_\_\_  
Representative

EXECUTIVE  
COORDINATOR

TOWNSHIP OF LOWER  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251

**FIREWORKS DISPLAY**  
**Event Date: July, 3, 2019**  
**Rain Date: July 5, 2019**

**HOLD HARMLESS AGREEMENT**

Between the **Township of Lower**

And PYROTECNICO FIREWORKS, INC.  
(Contractor)

**WITNESSETH:**

1. Pyrotecnico Fireworks, Inc. agrees to release, indemnify and hold harmless the **TOWNSHIP 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 manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

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

Workers Compensation/Employers Liability/General Liability: \$1 Million / 5 Million

Automobile Liability: 1 MILLION

Umbrella Liability: 5 MILLION

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: FIREWORKS Date: 7-3-2019 RainDate: 7-05-2019

Dated: JANUARY 7, 2019 Signed: Rym Al Hamed  
(Contractor)

Witness: Marylu Killip



**CONTACT/INSURANCE INFORMATION FORM**

You must return this form with your signed agreement, for the certificate of insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Sponsor Name: Township of Lower  
Sponsor Contact Name: Margaret Vitelli QPA  
Address: 2600 Bayshore Road  
City, State & Zip: Villas NJ 08251  
Phone: 609-886-2005 Fax: 609-886-5342  
Email: mvitelli@townshipoflower.org  
Accounts Payable Contact: Phylis Muldoon  
Accounts Payable Email: pmuldoon@townshipoflower.org  
Show Date: 7-3-19 Show Time: 9:00 pm  
Rain Date: 7-5-19  
Day-of-Show Contact Name: Mitch Plenn  
Day-of-Show Mobile Phone Number: 609-780-7342  
Day-of-Show Email: recreation@townshipoflower.org  
Display Site Location and Address: PLEASE SEE ATTACHED MAP

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please describe:

NO CHANGES

Additionally Insured – If Applicable:

NOT APPLICABLE

**\*\*PLEASE RETURN THIS COMPLETED FORM TO\*\***  
FAX: +1.724.652.1288 (ATTN: Mary Killingsworth)  
EMAIL: mkillingsworth@pyrotecnico.com  
MAIL: Pyrotecnico, P.O. Box 149, New Castle, PA 16103



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/10/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> 2299 Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	<b>INSURER A :</b> Everest Indemnity Insurance Co.      10851	
	<b>INSURER B :</b> Everest National Insurance Company      10120	
	<b>INSURER C :</b> Maxum Indemnity Company      26743	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 257896192**      **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SI8ML00891-191	1/14/2019	1/14/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00141-191	1/14/2019	1/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		EXC6030375	1/14/2019	1/14/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ WC STATUTORY LIMITS    OTHER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		EXC6034019	1/14/2019	1/14/2020	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 Fireworks Display Date: July 3, 2019    Rain Date: July 5, 2019  
 Location: Barge, Township of Lower, NJ  
 Additional Insureds: Township of Lower, NJ; North Star Marine, Inc.; Cape Atlantic Fisheries

### CERTIFICATE HOLDER

### CANCELLATION

Township of Lower 2600 Bayshore Road Villas NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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REVISED

Bond No: 21BSBFH9165  
Bond Amount: \$2,500.00  
Bond Term: 1/30/19 to 1/30/20

THE STATE OF NEW JERSEY  
DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE

SURETY BOND

Discharging, Firing-off, Exploding or Displaying Fireworks,  
at any Public Exhibition or Exhibition.

Know All Men by these Presents, that we Pyrotecnico Fireworks, Inc. dba Pyrotecnico,  
Fireworks Vendor

1640 Garden Road, Vineland, NJ 08360 of (in the County of Cumberland), as  
Fireworks Vendor Street Address County Name

Principal, are held and stand firmly bound unto the Treasurer and Receiver General of the State of New Jersey in the just sum of TWO THOUSAND FIVE HUNDRED dollars (\$2,500) to be paid to the Treasurer and Receiver General or his successor in office, to which payment well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors and administrators, successors and assigns, firmly by these presents.

The Condition of this Obligation, is such that if the said, Hartford Fire Insurance Company, his heirs, executors and administrators, successors and assigns, shall pay any judgment obtained in an action brought against the said Pyrotecnico Fireworks, Inc. dba Pyrotecnico for discharging,  
Fireworks Vendor Name

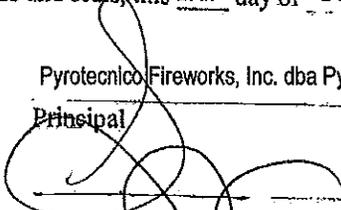
firing-off, exploding or displaying of said fireworks at any public exhibition or exhibitions hereof, for or on account of any loss, damage or injury resulting to persons or property by reason of the said discharging, firing-off, exploding or displaying of said fireworks, at said public exhibition or exhibitions; provided that said judgment is obtained in an action brought within a period of twelve months following the date of the public exhibition or exhibitions, in which cause of said action is alleged to have occurred, this obligation shall be void, otherwise it shall remain in full force and effect. The maximum amount of said bond shall in no way exceed the face amount of said bond no matter how many claims are made on said bond, in each Municipality, per display.

In Witness Whereof, we hereunto set our hands and seals, this 27th day of December 2018

Pyrotecnico Fireworks, Inc. dba Pyrotecnico

Principal

Beth Stone  
WITNESS



Hartford Fire Insurance Company

Mark W. Edwards, II  
Attorney In Fact Mark W. Edwards, II

Anna Childers  
WITNESS

# POWER OF ATTORNEY

**Direct Inquiries/Claims to:**  
**THE HARTFORD**  
 BOND, T-12  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond\\_Claims@thehartford.com](mailto:Bond_Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF SEIBELS & WILLIAMS INC  
 Agency Code: 21-250036

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta, GA, Robert M. Verdin of Metairie, LA, Christopher C. Gardner of Union, MS, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Ronald B. Giadrosich, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 27, 2018.  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*  
 Kevin Heckman, Assistant Vice President



**INVOICE**

**Remit Check to:**

Pyrotecnico Fireworks, Inc.  
P.O. Box 149  
New Castle, PA 16103  
(724) 652-9555

**Date:** January 10, 2019  
**INV#:** SO-C27016

**Sold to:** Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

---

Description	Amount
July 3, 2019 Fireworks Display - Full payment due on/before July 15, 2019	\$48,000.00

We also accept WIRE & ACH payments:

Pyrotecnico Fireworks, Inc.  
PNC Bank  
500 First Ave  
Pittsburgh, PA 15219  
ABA: 043000096  
Account Number: 6004720221  
Routing Number: 043300738  
SWIFT Code: PNCCUS33



Pyrotecnico  
 P.O. Box 149  
 New Castle PA 16103  
 (724) 652-9555

# Sales Order

**Date** 9/12/2017  
**Order #** SO-C27016  
**Terms** Net 15  
**P.O. #**  
**Sales Rep** Furstoss, Ken  
**Show Date** 7/3/2019  
**Allow Cross-Subsidia...** No

**Bill To**

Margaret A. Vitelli  
 Township of Lower  
 2600 Bay Shore Road  
 Villas NJ 08251  
 United States

Item	Description	Amount
Special Aerial Display	Display Date: July 3, 2019 Rain Date: July 5, 2019  Agreement Terms: \$48,000.00 full compensation due on/before July 15, 2019	48,000.00
Permit & Firewatch Fees	Township of Lower to be responsible for any applicable permit, fire watch, and/or security fees  We also accept WIRE & ACH payments:  Pyrotecnico Fireworks, Inc.  PNC Bank 500 First Avenue Pittsburgh, PA 15219 ABA: 043000096 Account Number: 6004720221 Routing Number: 043300738 SWIFT Code: PNCCUS33	0.00

**Total** \$48,000.00



SO-C27016

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

RESOLUTION # 2019-58

Title: **APPROVAL OF CHANGE ORDER #2 TO DEBLASIO & ASSOCIATES CONTRACT FOR FY2018 NJDOT MUNICIPAL AID RECONSTRUCTION OF GEORGIA AVENUE, ALABAMA AVENUE AND MAIN STREET – ALABAMA AVENUE ROADWAY AS-BUILT**

**WHEREAS**, DeBlasio & Associates were awarded a professional service contract in the amount of \$44,500.00 on April 9, 2018 by Resolution #2018-140 to provide Engineering Services for the FY2018 NJDOT Municipal Aid Reconstruction of Georgia Avenue, Alabama Avenue and Main Street And Change Order #1 was approved by Resolution #2018-242 on July 16, 2018 making the total project \$65,500; and

**WHEREAS**, DeBlasio & Associates have provided a proposal in the amount of \$ 950.00 to provide a roadway as-built of Alabama Avenue; and

**WHEREAS**, the Township Council desires to approve the additional services and the CFO has certified the availability of funds as evidenced by her signature:

Appropriation: C-04-55-413-910

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

Lauren Read, 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 #2 attached hereto in the amount of \$950 for DeBlasio & Associates is hereby approved and the contract total is now increased to \$ 66,450.00.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

# DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

January 4, 2019

VIA EMAIL

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

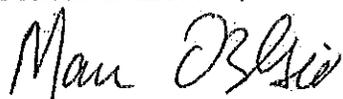
Re: **Township of Lower, Cape May County, NJ**  
**Alabama Avenue Roadway As-Built**  
**D&A File #: LT-C-008**

Dear Mr. Douglass:

As discussed, **DeBlasio & Associates, P.C.** is pleased to provide a fee of \$950.00 to provide a roadway as-built of Alabama Avenue.

Upon your authorization, we are prepared to begin work immediately on the Township's **Alabama Avenue Roadway As-Built** between Bayshore Road and Main Street. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

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



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

cc: Jim Ridgway, Manager (via email)  
Margaret Vitelli, QPA (via email)  
Julie Picard, Clerk (via email)

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

RESOLUTIUN #2019-59

Title: RE-APPOINTMENT TO THE MUNICIPAL UTILITIES AUTHORITY BOARD

WHEREAS, Brian O'Connor's term on the Lower Township Municipal Utility Authority Board will expire on February 1, 2019 and he has requested to be re-appointed; and

WHEREAS, Council has reviewed all applications currently on file in the Clerk's office.

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 individual is hereby appointed to the Lower Township Municipal Utilities Authority Board:

<u>NAME</u>	<u>TYPE</u>	<u>TERM EXP</u>
Brian O'Connor	Regular Member	February, 2024

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

FOR TOWNSHIP USE ONLY

Res. # \_\_\_\_\_

Board/Comm./Auth. \_\_\_\_\_

Term Exp. \_\_\_\_\_

Replaced \_\_\_\_\_ or Reappointed

TOWNSHIP OF LOWER  
CITIZEN LEADERSHIP FORM

NAME Brian O Connor

CITY AND STATE North Cape May, NJ

YEARS OF RESIDENCY IN TOWNSHIP 30 OCCUPATION GIS Specialist

Please number in order of preference which ones you wish to be considered for.

- Cable Television Advisory Board
- Environmental Commission
- Historic Preservation Commission
- Citizen Advisory Board

- Municipal Utilities Authority
- Planning Board
- Recreation Advisory Board
- Zoning Board of Adjustment

I hereby apply to perform public service on the following municipal authority, boards or commissions. List any education, prior volunteer experience or work related experience, or other civic involvement which could be of use to the authority, board or commission you have listed above.

5 years on the MUA Board 4 1/2 years  
as chairman  
BS MARINE Science

Date: 11/2/18 Signature: Brian O Connor (VALID FOR ONE YEAR FROM DATE OF RECEIPT)

Return to: Clerk's Office, 2600 Bayshore Road, Villas, NJ 08251

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

RESOLUTION #2010-60

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>
28	17	Core Logic	Disabled Vet	\$ 664.15
510	2.06	Frank Gibson	Disabled Vet	\$ 250.00
719	1.03	Douglass Brown	H/O paid on wrong acct	\$2,758.80

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION # 2019-61

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Alan Grier in the amount of \$ 27,564.68 is authorized and chargeable to the Reserve for Accumulated Absences.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

Grier, Alan

TOWNSHIP OF LOWER  
 RETIREMENT PAYOUT ANALYSIS  
 DATE:

EMPLOYEE: Grier, Alan  
 DATE OF RESIGNATION: 1/1/2019  
 DATE OF PAYMENT: \_\_\_\_\_  
 RESOLUTION #: \_\_\_\_\_

Annual Salary:	\$55,536.21
Hourly Rate:	\$25.4287
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	25.43	0.00
Personal	32.00	25.43	813.72
Sick	960.00	25.43	24,411.52
Vacation	92.00	25.43	2,339.44
<b>Terminal Leave Payout</b>			<b>\$27,564.68</b>

	(A)	(B)	(C)	(B * C)	(E)	A + D - E	
	Carryover	Annual	52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp				0.00		0.00	
Personal	32.00	0.00	1.00	0.00	0.00	32.00	contract max 960 hours
Sick	1,094.00	0.00	1.00	0.00	0.00	960.00	
Vacation	92.00	0.00	1.00	0.00	0.00	92.00	
Holidays							
<b>Total</b>	<b>1,218.00</b>	<b>0.00</b>	<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,084.00</b>	

Accrual and time used are current to 01/11/19 subject to change if time is used or not currently reported.

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

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

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

RESOLUTION # 2019-62

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Elaine McDermott in the amount of \$ 225.86 is authorized and chargeable to the Reserve for Accumulated Absences.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

McDermott, Elaine

TOWNSHIP OF LOWER  
RETIREMENT PAYOUT ANALYSIS  
DATE:

EMPLOYEE: McDermott, Elaine  
DATE OF RESIGNATION: 1/1/2019  
DATE OF PAYMENT: \_\_\_\_\_  
RESOLUTION #: \_\_\_\_\_

Annual Salary:	
Hourly Rate:	\$14.3400
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	14.34	0.00
Personal	5.00	14.34	71.70
Sick	10.75	14.34	154.16
Vacation	0.00	14.34	0.00
	15.75		
<b>Terminal Leave Payout</b>			<b>\$225.86</b>

	(A)	(B)	(C)	(B * C)	(E)	A + D - E	
	Carryover	Annual		Prorated Time Due	Time Used	Hours to be paid	
Comp						0.00	
Personal	0.00					5.00	contract max 840 hours
Sick	10.75					10.75	
Vacation	0.00					0.00	
<b>Total</b>	10.75	0.00	0.00	0.00	0.00	15.75	

Accrual and time used are current to 01/11/19 subject to change if time is used or not currently reported.

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

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

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

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

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

RESOLUTION # 2019-63

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 her signature \_\_\_\_\_ that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to William Porch in the amount of \$935.41 is authorized and chargeable to the 2019 Budget account 9-01-25-240-127.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Mastriana #146  
FROM: Ptlm. Porch #209  
DATE: January 10, 2019  
SUBJECT: Request to Cash out Comp Time

Sir,  
I am requesting to cash out 45 hours of Comp time

Respectfully Submitted,



William Porch  
Patrolman Badge 209

\*  
0 \*  
20•7869 x  
45• =  
935•411 \*+

C File

Date	Officer	Comments
01/10/2019	Sgt. P. Smith #161	OK
01/11/19	MAB	received FWD to Twp

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

RESOLUTION # 2019 -64

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

WHEREAS, the employees listed on the attached schedule have accrued sick time due from the Township and per union contract the Township will at the employees request, annually buy back a maximum of five (5) days of unused sick leave in December of any year, from employees who have not used more than the amount of sick days as determined in their union contracts; 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 her signature \_\_\_\_\_ that adequate funding is available for such payment in the 2018 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 the employees listed on the attached schedule not to exceed the amount of \$1,883.35 is authorized and chargeable to the 2018 Budget:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

<b>Employee</b>	<b>Budget Distribution</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Michael James	8-01-25-240-125	40	28.1337	<b>\$1,125.35</b>
Thomas Shough	8-01-25-240-127	40	18.9501	<b>\$758.00</b>
			<b>Grand Total</b>	<b>\$1,883.35</b>

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

RESOLUTION #2019-65

Title: RESOLUTION ESTABLISHING THE TITLE OF EMERGENCY WARMING CENTER/SHELTER ATTENDANT

WHEREAS, the Township of Lower has the need to utilize current personnel as Emergency Warming Center/Shelter Attendants during official Code Blue Alert situations as attendants in its official designated warming centers; and

WHEREAS, the title Emergency Warming Center/Shelter Attendant does not currently exist within the Township of Lower Salary Ordinance; and

WHEREAS, it is the desire of the Township Council of the Township of Lower to create the position of Emergency Warming Center/Shelter Attendants and to establish the compensation for hours worked at the rate of 1 ½ (one and one half) times the employee's current hourly rate.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the title of Emergency Warming Center/Shelter Attendant is hereby established at a salary of 1 ½ (one and one half) times the employee's current hourly rate.

BE IT FURTHER RESOLVED, that the Salary Ordinance shall be amended to reflect the above title and salary.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION # 2019-66

Title: A RESOLUTION AWARDING EIGHT (8) CONCERTS TO BE HELD AT THE DELAWARE RIVER BAY AUTHORITY FERRY TERMINAL TO MEDIA FIVE LTD; FRANK KIELB AND ANDERSON ENTERTAINMENT MANAGEMENT INC.

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

WHEREAS, the Lower Township Recreation Department is contracting Eight (8) Concert events which will take place at the Delaware River Bay Authority Ferry Terminal for the following dates and costs:

TO: Media Five for the following shows dates and cost:

Band	Date	Cost	Township Share
Soul Cruisers	7/10/2019	\$ 4,250.00	\$ 2,125.00
Amish Outlaws	7/17/2019	\$ 4,500.00	\$ 2,250.00
The Nerds	7/24/2019	\$ 4,500.00	\$ 2,250.00
Separate Ways the Band	8/14/2019	\$ 3,500.00	\$ 1,750.00
B Sreet Band	8/21/2019	\$ 3,500.00	\$ 1,750.00

TO: Frank Kielb Entertainment (FKE)

Yellow Brick Road	7/31/2019	\$ 4,750.00	\$ 2,375.00
Desert Highway	8/7/2019	\$ 4,750.00	\$ 2,375.00

TO: Anderson Entertainment Management Inc.

Stellar Mojo	8/28/2019	\$ 2,800.00	\$1,400.00
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WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A-H attached hereto; and

WHEREAS, the DRBA has authorized a contribution of \$16,275.00 towards the entertainment events; and

WHEREAS, the CFO has determined sufficient funds are available as evidenced by her signature;

Appropriation: 9-01-30-420-259

Signature:

\_\_\_\_\_  
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contracts are hereby awarded as per attached contracts \*with required deposits not to exceed cancellation fees:

AWARD TO:	MEDIA FIVE ENTERTAINMENT (5) Five Concerts
SUB TOTAL:	\$ 20,250.00 Total (\$ 10,125.00 Township Portion)
AWARD TO:	FRANK KIELB ENTERTAINMENT (2)Two Concerts
SUB TOTAL:	\$ 9,500.00 Total (\$ 4,750.00 Township Portion)
AWARD TO:	ANDERSON ENTERTAINMENT MANAGEMENT INC (1) One Concert
	\$2,800.00 Total (\$1,400.00 Township Portion)
COMPLETE TOTAL:	\$ 32,550.00 (\$16,275.00 Township Portion)

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk



**MEDIA FIVE LTD ("Booking Agent")**  
 3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
 TEL: 610.954.8100 FAX: 610.954.8118

**CONTRACT NO.**  
**75400**

7/10/19

For Artist Logo, Photo, & Stage Plot log onto:  
 www.mediafiveent.com and click on artist page under category

NJ License# BWO365500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **December 5, 2018** between **Steven Barlotta** herein referred to as "Artist" providing the services of **Sensational Soul Cruisers** and **Lower Township Department of Parks and Recreation** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of Parks and Recreation 2600 Bayshore Road Villas NJ**  
 B. Type of Engagement **Concert**

2. A. Date(s) of Engagement **Wednesday July 10, 2019** B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$4,250.00** For Engagement / Band to Provide Complete PA and Operator / Advance date with Bruce Fournier @ 609-886-7880 \$2125 deposit required in March. If date is canceled band keeps deposit. 11AM rain cancellation deadline. Band to be paid in full if date is canceled after 11AM / In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

**4. Special Requirements Of Artists**

- A. Provide one lockable private dressing room and adequate electrical power to run artist.
- B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
- C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser. In addition to the above,  If this box is checked the attached Rider(s) shall be considered part of this Agreement.  Artist Sound Check Deadline

**5. Additional Requirements Checked Below**

Purchaser to Provide First Class Sound, Lights & Operators  Artist to Provide PA on a Stick, Unattended mix  Artist to Provide First Class Sound, Lights & Operators

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: Amount: **\$2,250.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

9. Regardless of whether Purchaser and/or Artist sign below, this Agreement - and all of its terms, conditions, and obligations - shall be binding and enforceable with respect to the above Engagement unless written notice rejecting this Agreement is provided by Purchaser to the Booking Agent within fourteen (14) calendar days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.

11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.

12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.

13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of

Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for its Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.

15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement

16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.

17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.

19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:

- (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
- (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.

20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.

21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.

22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.

23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.

24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.

25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.

26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.

27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Artist Name / Federal ID# 13-3992593

XBy

XBy

Purchaser Signature (or an authorized agent thereof)  
**Lower Township Department of Parks and Recreation**  
 Lower Township Department of  
 2600 Bayshore Road  
 Villas NJ 08251

Artist Signature (or an authorized agent thereof)  
**Steven Barlotta**  
 c/o Media Five Ltd.  
 3005 Brodhead Road Suite 170  
 Bethlehem PA 18020

Buyer Email:

Booking Agent

**David Sestak**

PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. (An Authorized Signature)



**MEDIA FIVE LTD ("Booking Agent")**  
 3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
 TEL: 610.954.8100 FAX: 610.954.8118

CONTRACT NO.  
**75401**

7/17/19

For Artist Logo, Photo, & Stage Plot log onto:  
 www.mediafiveent.com and click on artist page under category

NJ License# BWO365500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **December 5, 2018** between **Al Geary/SHORE BETS** herein referred to as "Artist" providing the services of **Amish Outlaws** and **Lower Township Department of Parks and Recreation** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of Parks and Recreation 2600 Bayshore Road Villas NJ**

B. Type of Engagement **Club 100% Headline**

2. A. Date(s) of Engagement **Wednesday July 17, 2019**

B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$4,500.00** For Engagement / Band to Provide Complete PA and Operator / Advance date with Bruce Fournier @ 609-866-7880 \$2250 deposit required in March, If date is canceled band keeps deposit. 11AM rain cancellation deadline. Band to be paid in full if date is canceled after 11AM / In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

**4. Special Requirements Of Artists**

- A. Provide one lockable private dressing room and adequate electrical power to run artist.
- B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
- C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser. In addition to the above,  If this box is checked the attached Rider(s) shall be considered part of this Agreement.  Artist Sound Check Deadline

**5. Additional Requirements Checked Below**

Purchaser to Provide First Class Sound, Lights & Operators  Artist to Provide PA on a Stick, Unattended mix  Artist to Provide First Class Sound, Lights & Operators

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: Amount: **\$2,250.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.  Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

9. Regardless of whether Purchaser and/or Artist sign below, this Agreement - and all of its terms, conditions, and obligations - shall be binding and enforceable with respect to the above Engagement unless written notice rejecting this Agreement is provided by Purchaser to the Booking Agent within fourteen (14) calendar days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may incur, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.

11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.

12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.

13. This Agreement and the Rider (e), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking Agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, Irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.

15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement

16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.

17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.

19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:

- (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
- (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.

20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.

21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.

22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.

23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.

24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.

25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.

26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.

27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Artist Name / Federal ID#

XBy \_\_\_\_\_  
 Purchaser Signature (or an authorized agent thereof)  
**Lower Township Department of Parks and Recreation**  
 Lower Township Department of  
 2600 Bayshore Road  
 Villas NJ 08251

XBy \_\_\_\_\_  
 Artist Signature (or an authorized agent thereof)  
**Al Geary/SHORE BETS**  
 c/o Media Five Ltd.  
 3005 Brodhead Road Suite 170  
 Bethlehem PA 18020

Buyer Email:

Booking Agent

David Sestak

PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. \_\_\_\_\_ (An Authorized Signature)



**MEDIA FIVE LTD ("Booking Agent")**  
 3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
 TEL: 610.954.8100 FAX: 610.954.8118

**CONTRACT NO.**  
**75402**

7/24/19

For Artist Logo, Photo, & Stage Plot log onto:  
 www.mediafiveent.com and click on artist page under category

NJ License# BWO365500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **December 5, 2018** between **AI Geary/SHORE BETS** herein referred to as "Artist" providing the services of **The Nerds** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of Parks and Recreation 2600 Bayshore Road Villas NJ**  
 B. Type of Engagement **Concert**

2. A. Date(s) of Engagement **Wednesday July 24, 2019** B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$4,500.00** For Engagement / Band to Provide Complete PA and Operator / Advance date with Bruce Fournier @ 609-886-7880 \$2250 deposit required in March. If date is canceled band keeps deposit. 11AM rain cancellation deadline. Band to be paid in full if date is canceled after 11AM / In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

4. Special Requirements Of Artists  
 A. Provide one lockable private dressing room and adequate electrical power to run artist.  
 B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.  
 C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser. In addition to the above,  If this box is checked the attached Rider(s) shall be considered part of this Agreement.  Artist Sound Check Deadline

5. Additional Requirements Checked Below  
 Purchaser to Provide First Class Sound, Lights & Operators  Artist to Provide PA on a Stick, Unattended mix  Artist to Provide First Class Sound, Lights & Operators

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: Amount: **\$2,250.00** In event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.  Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

9. Regardless of whether Purchaser and/or Artist sign below, this Agreement - and all of its terms, conditions, and obligations - shall be binding and enforceable with respect to the above Engagement unless written notice rejecting this Agreement is provided by Purchaser to the Booking Agent within fourteen (14) calendar days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.

11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.

12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.

13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counterpart parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.

15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement  
 16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.  
 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.

19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:

(i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and  
 (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.

20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.

21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.

22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.

23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.

24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strikes, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.

25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.

26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.

27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Artist Name / Federal ID#

XBy \_\_\_\_\_  
 Purchaser Signature (or an authorized agent thereof)  
**Lower Township Department of Parks and**  
 Lower Township Department of  
 2600 Bayshore Road  
 Villas NJ 08251

XBy \_\_\_\_\_  
 Artist Signature (or an authorized agent thereof)  
**AI Geary/SHORE BETS**  
 c/o Media Five Ltd.  
 3005 Brodhead Road Suite 170  
 Bethlehem PA 18020

Buyer Email:

Booking Agent

David Sestak

**PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.**

**ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.**

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. \_\_\_\_\_ (An Authorized Signature)



**MEDIA FIVE LTD ("Booking Agent")**  
 3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
 TEL: 610.954.8100 FAX: 610.954.8118

**CONTRACT NO.**  
**75227**

8/14/19

For Artist Logo, Photo, & Stage Plot log onto:  
 www.mediafiveent.com and click on artist page under category

NJ License# BWO365500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **November 14, 2018** between **Frank Kielb Entertainment Inc** herein referred to as "Artist" providing the services of **Separate Ways the Band** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of Parks and Recreation 2600 Bayshore Road Villas NJ**  
 B. Type of Engagement **Concert**

2. A. Date(s) of Engagement **Wednesday August 14, 2019** B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

**BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE**

3. Engagement Price Agreed Upon **\$3,500.00** For Engagement / Band to Provide Complete PA and Operator / Advance date with Bruce Fournier @ 609-886-7880 11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM / In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

4. Special Requirements Of Artists  
 A. Provide one lockable private dressing room and adequate electrical power to run artist.  
 B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.  
 C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser. In addition to the above,  If this box is checked the attached Rider(s) shall be considered part of this Agreement.  Artist Sound Check Deadline

5. Additional Requirements Checked Below  
 Purchaser to Provide First Class Sound, Lights & Operators  Artist to Provide PA on a Stick, Unattended mix  Artist to Provide First Class Sound, Lights & Operators

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.  
 7. DEPOSIT RECEIVED - Date: Amount: In event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.  
 Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

9. Regardless of whether Purchaser and/or Artist sign below, this Agreement - and all of its terms, conditions, and obligations - shall be binding and enforceable with respect to the above Engagement unless written notice rejecting this Agreement is provided by Purchaser to the Booking Agent within fourteen (14) calendar days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser, Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.  
 11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.

12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.  
 13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in multiple parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking Agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed this Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.

15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.  
 16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.  
 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.  
 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:  
 (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and  
 (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.

20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.  
 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.  
 22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.  
 23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.  
 24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.  
 25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.  
 26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.  
 27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Artist Name / Federal ID#

XBy \_\_\_\_\_  
 Purchaser Signature (or an authorized agent thereof)  
**Lower Township Department of Parks and**  
 Lower Township Department of  
 2600 Bayshore Road  
 Villas NJ 08251

XBy \_\_\_\_\_  
 Artist Signature (or an authorized agent thereof)  
**Frank Kielb Entertainment Inc**  
 c/o Media Five Ltd.  
 3005 Brodhead Road Suite 170  
 Bethlehem PA 18020

Buyer Email:  
 PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.

Booking Agent **David Sestak**  
 ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. \_\_\_\_\_ (An Authorized Signature)



**MEDIA FIVE LTD ("Booking Agent")**  
 3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
 TEL: 610.954.8100 FAX: 610.954.8118

**CONTRACT NO.**  
**75754**  
 NJ License # BWO365500

For Artist Logo, Photo, & Stage Plot log onto:  
 www.mediafiveent.com and click on artist page under category

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **January 10, 2019** between **c/o Will Forte** herein referred to as "Artist" providing the services of **The B STREET BAND A Tribute to the Boss** and **Lower Township Department of Parks and Recreation** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of Parks and Recreation 2600 Bayshore Road Villas NJ**  
 B. Type of Engagement **Concert**

2. A. Date(s) of Engagement **Wednesday August 21, 2019** B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

**BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE**

3. Engagement Price Agreed Upon **\$3,500.00** For Engagement / Band to Provide Complete PA and Operator  
**\$1750 deposit required in March. / 11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM**  
 In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

**4. Special Requirements Of Artists**

- A. Provide one lockable private dressing room and adequate electrical power to run artist.
  - B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
  - C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
- In addition to the above,  If this box is checked the attached Rider(s) shall be considered part of this Agreement.  Artist Sound Check Deadline

**5. Additional Requirements Checked Below**

Purchaser to Provide First Class Sound, Lights & Operators  Artist to Provide PA on a Stick, Unattended mix  Artist to Provide First Class Sound, Lights & Operators

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.

7. DEPOSIT RECEIVED - Date: Amount: **\$1,750.00** all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

9. Regardless of whether Purchaser and/or Artist sign below, this Agreement - and all of its terms, conditions, and obligations - shall be binding and enforceable with respect to the above Engagement unless written notice rejecting this Agreement is provided by Purchaser to the Booking Agent within fourteen (14) calendar days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.

11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.

12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.

13. This Agreement and the Rider (s), if any, constitute the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.

15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement

16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.

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- (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
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20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.

21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.

22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.

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27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Artist Name / Federal ID# **42-1703538**

**XBy** \_\_\_\_\_  
 Purchaser Signature (or an authorized agent thereof)

**XBy** \_\_\_\_\_  
 Artist Signature (or an authorized agent thereof)

**Lower Township Department of Parks and Recreation**  
 Lower Township Department of  
 2600 Bayshore Road  
 Villas NJ 08251

**c/o Will Forte**  
 c/o Media Five Ltd.  
 3005 Brodhead Road Suite 170  
 Bethlehem PA 18020

Buyer Email:

Booking Agent

**David Sestak**

**PURCHASER PLEASE SIGN AND RETURN ELECTRONICALLY OR BY MAIL ALL COPIES TO BOOKING AGENT IMMEDIATELY FOR ARTIST SIGNATURE.**

**ARTIST PLEASE SIGN ALL COPIES AND RETURN EITHER ELECTRONICALLY OR BY MAIL IMMEDIATELY UPON RECEIPT.**

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to Booking Agent) Media Five, Ltd. \_\_\_\_\_ (An Authorized Signature)



# Anderson Entertainment Management, Inc.

450 AndBro Drive, Unit # 1, Pitman, NJ 08071  
(856) 218-0001 Fax: (856) 218-0506

A LICENCED EMPLOYMENT AGENCY  
NEW JERSEY DEPARTMENT OF LAW LIC# BW0324700  
DELAWARE DIVISION OF REVENUE LIC# 2017604773

#AEM11698

THIS CONTRACT, made this 19<sup>th</sup> day of November 2018, WITNESSETH that the undersigned (hereinafter called the Organization) engages ANDERSON ENTERTAINMENT MANAGEMENT, INC. (hereinafter called "Agency") to provide bands according to the terms and conditions hereinafter set forth.

NAME AND ADDRESS OF PLACE OF ENGAGEMENT(S): **Free Summer Concert Series, Ferry Terminal Lawn  
1200 Lincoln Blvd, Cape May Lewes Ferry Terminal N. Cape May, NJ 08204**

HOURS OF ENGAGEMENT: **5:30pm - 8:30pm (2 / 70 minute sets)**

ADDITIONAL DETAILS: **Dress: Formal**

DATE OF ENGAGEMENT(S): **August 28, 2019**

NAME OF BAND: **Stellar Mojo** CONTRACTED FEE: **\$2,800.00**  
GRAND TOTAL: **\$2,800.00**

### METHOD OF PAYMENT

- A 50% deposit of \$1,400.00 payable to A.E.M., Inc. to be returned with the signed contract.  
The balance shall be paid in cash or certified bank check to the band leader preceding the engagement(s).

### TERMS AND CONDITIONS

- This contract is non-cancelable by any parties hereto. Failure of the Agency to furnish entertainment services shall constitute breach of contract and shall subject the Agency to direct liability in damages not to exceed the contracted fee for any missed engagement(s). The only legitimate reasons for non-performance (cancellation) are: (a) strikes, (b) acts of God, (c) sickness, (d) national emergencies, (e) extreme transportation difficulties and (f) any other legitimate conditions arising from causes beyond the Agency's control, however the Agency must clearly and convincingly prove any such alleged reason(s).
- In the event that a band is unable to perform as contracted, due to: (a) strikes, (b) acts of God, (c) sickness, (d) national emergencies, (e) extreme transportation difficulties and (f) any other legitimate conditions arising from causes beyond the Agency's control, the Organization agrees that the Agency is authorized to substitute or replace, to the best of its ability, any or all members of a band with equivalent talent. It is understood that the contracted fee for this replacement band or band members shall not exceed the total amount set forth in this agreement. However, in the event the Agency, due to circumstances beyond its control, is unable to furnish said replacement band or band members, the Organization agrees that the Agency shall under no circumstances be held responsible. In the event said non-performance occurs, the agency shall refund all collected deposit money within 14 business days.
- It is understood and agreed upon, by the parties concerned, that all moneys collected by the Agency, from the Organization on behalf of the Artist, shall be promptly and accurately distributed, via check or money order, to the Artist by the Agency. It is equally understood and agreed to, upon the signing of this agreement, that the Agency retains 15% of the contracted fee (non-refundable) set forth in this agreement (sole exception item 2 above), as commission payment (fees) for its services and at no time shall the Agency be held responsible for moneys promptly and accurately distributed to the Artist by the Organization and/or the Agency. Furthermore, it is understood and agreed upon by all parties that the Agency and Band are independent contracted entities and are not, and shall not be, considered employees of the Organization. The Organization shall not be held responsible for any and all withholding taxes, workman's compensation, social security contributions, liability insurance et.
- Associates and clients of ANDERSON ENTERTAINMENT MANAGEMENT, INC. shall have free access to the place of performance for the purpose of conferring with the band and assessing performance, with prior consent/permission the Organization.
- The Organization hereby agrees to maintain conditions that will not inhibit the performance of the Band, or band's equipment.
- The Organization member or authorized representative thereof signing this contract acknowledges his or her authority to do so and hereby assumes liability jointly and severally with the said Organization for the terms and conditions stated herein.
- The Organization's failure or refusal to pay the above-stated contracted price to the Agency in accordance with the stated terms of payment shall release the Agency from furnishing any remaining services to the Organization under the terms of the contract. The Agency shall not be required to perform according to this contract so long as any claim for the contracted price for this or previous bands supplied by the Agency remains unsatisfied or unpaid (in whole or part), and said Agency's refusal to perform in such circumstances shall not constitute breach of contract.
- Unless negotiated otherwise, Organization agrees to accommodate the band with one "moderate" meal per band member (sandwich, salad, soup etc.). Organization further agrees to provide band with a designated dining area on premises.
- If the Organization breaches this contract it shall be liable for and pay to the Agency the full contracted fee of the total engagement, subject to the Agency's ability to mitigate. In the event suit must be instituted to enforce this provision, the Organization shall pay the contracted price, 15% interest from the date of breach, all court cost and attorney's fees, which shall be entered as part of the costs.
- It is understood and agreed by all parties that ANDERSON ENTERTAINMENT MANAGEMENT, INC., (Agency) is the acknowledged exclusive booking agency for the Band(s) listed above and that the Organization and Band shall not schedule any engagements between themselves, except through the Agency, for a period of two years from the last date of employment. For every violation of this provision the Organization shall pay the Agency 30% of all gross wages paid.
- All parties understand and agree that the Agency assumes no liability for any wrongful acts, loss, or damage to person(s) or property that the Band Member(s) may cause. Furthermore, all parties understand and agree that this agreement in no way interferes with Organization or Band's ability(s) to retain legal recourse in the event of any wrongful acts, loss or damage to person(s) or property. Said legal recourse shall remain applicable to Organization and Band/Band Members only. All parties agree and understand that ANDERSON ENTERTAINMENT MANAGEMENT, INC., is party to this agreement solely to protect its interest as a licensed and bonded booking agency and shall be held harmless by all parties concerned in the event any such legal recourse occurs.
- All parties understand and agree that all song requests must be submitted by the organization for approval no later than 90 days prior to scheduled performance date. All song requests must be submitted in writing.
- The facsimile and/or email transmission of a signed copy of this agreement, any counter offer, addendum or amendment to the other party/representative, followed by faxed or computer generated signed receipt, shall constitute delivery of the signed document.

PLEASE SIGNIFY YOUR AGREEMENT TO THE FOREGOING BY SIGNING BELOW

\_\_\_\_\_  
Authorized Representative (please print)

Frank Annunziata

Name of Agent

By \_\_\_\_\_ / /  
Signature of Authorized Representative

By  / / 11/19/18  
Signature of Agent

AFTER SIGNING, RETAIN A COPY FOR YOUR RECORDS. RETURN ALL OTHER COPIES TO THIS OFFICE PROMPTLY. BE SURE TO ENCLOSE THE DEPOSIT DESIGNATED ABOVE. FAILURE TO REMIT THE DEPOSIT IF REQUIRED, INVALIDATES THIS CONTRACT.

7/31/19

**FRANK KIELB ENTERTAINMENT, Inc.**

2401 West Chester Pike, P.O. Box 626, Broomall, PA 19008

(610) 325-4540 office weekdays 9: am - 4:00 pm

(610) 420-6900 cell (610) 325-4541 fax

www.TheRockBands.com

**Tuesday, December 4, 2018**

**CONFIRMATION of AGREEMENT**

**# 1191073119**

**Attn : Jim Ridgeway [jridgeway@townshipoflower.org](mailto:jridgeway@townshipoflower.org)**

**(609) 827-4320 cell**

**Attn: Mitch Plenn [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)**

**(609) 886-2005 x 151**

**LOWER TOWNSHIP CONCERT SERIES 2019**

**LEWES FERRY CAPE MAY TERMINAL**

**1200 Lincoln Road, Cape May, NJ 08204**

**Confirming :**

**Yellow Brick Road ([www.tributetoeltonjohn.com](http://www.tributetoeltonjohn.com))**

**Location :**

**LEWES FERRY CAPE MAY TERMINAL**

**1200 Lincoln Road**

**Cape May, NJ 08204**

**Date :**

**WEDNESDAY, July 31<sup>st</sup>, 2019**

**Event :**

**LOWER CAPE MAY CONCERT SERIES 2019**

**Hours : 5:35pm-8:30pm**

**Sets: 5:35-6:35pm, 7:15-8:30pm**

**Price : \$4750.00**

**RETURN AGREEMENT : Please sign and fax or email this agreement by Friday, December 21<sup>st</sup>, 2018. (610) 325-4541 fax**

-----  
**PAYMENT: \$4750.00**

**Upon job completion, please mail \$4750.00 balance check.**

**Check payable to :**

**FRANK KIELB ENTERTAINMENT, Inc.,**

**P.O. Box 626, Broomall, PA 19008 Tax ID # 26-0050285**

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**CLIENT will provide :**

- 1. Covered Stage**
- 2. Hospitality (Food and Beverages) for ten (10) people**
- 3. Case of Bottled Water for stage**
- 4. Dressing Room**

**BAND will provide :**

- A. Transportation**
- B. Backline**
- C. Production (sound/lights/tech)**
  - a. Late Night Sound: Bruce Gill 610-909-4874**
- D. Lodging**

**DAY OF SHOW CONTACTS :**

**Mitch Plenn (609) 886-2005 x 151, Mike Porch (609) 435-7624**

**Not on site but reachable:**

**Frank Kielb, Talent Agent/Mgr. [Frank@TheRockBands.com](mailto:Frank@TheRockBands.com)  
(610) 325-4540 office, (610) 420-6900 cell**

**TIMELINE : (Approximate)**

**2:30pm- LATE NIGHT SOUND- LOAD IN PA AND LIGHTS**

**3:30pm- BAND- Load in backline**

**4:45pm- Load in, Set up & Sound check completed**

**4:45pm- Serve hospitality for ten (10) people**

**5:30pm- ANNOUNCEMENTS**

**5:35pm- Set #1 (Sixty (60) minutes) 5:35pm-6:35pm**

**7:15pm- Set #2 (Seventy five (75) minute including encore) 7:15pm-**

**8:30pm**

**PLEASE BE ADVISED THAT : YELLOW BRICK ROAD will not be penalized or held accountable for technical, logistical, acts of God, etc. problems (such as but not limited to "lack of power") which are due to the workings of the place of engagement or caused by "the purchaser" which may inhibit their show in any way.**

**Purchaser agrees that all dates for a period of Two (2) years from 7/31/19 for YELLOW BRICK ROAD will be booked thru Frank Kielb, Frank Kielb Entertainment, Inc.**

X   
\_\_\_\_\_  
Mitchell Penn

Date

12/4/18

X

\_\_\_\_\_  
Date

Frank Kielb for :

**FRANK KIELB ENTERTAINMENT, Inc. / Yellow Brick Road**

**CONFIRMATION of AGREEMENT # 1191073119**

8/7/19

**FRANK KIELB ENTERTAINMENT, Inc.**

2401 West Chester Pike, P.O. Box 626, Broomall, PA 19008  
(610) 325-4540 office weekdays 9: am - 4:00 pm  
(610) 420-6900 cell (610) 325-4541 fax  
www.TheRockBands.com

**Tuesday, November 20, 2018**

**CONFIRMATION of AGREEMENT  
# 1190080719**

**Attn : Jim Ridgeway [jridgeway@townshipoflower.org](mailto:jridgeway@townshipoflower.org)  
(609) 827-4320 cell**

**Attn: Mitch Plenn [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)  
(609) 886-2005 x 151**

**LOWER TOWNSHIP CONCERT SERIES 2019  
LEWES FERRY CAPE MAY TERMINAL  
1200 Lincoln Road, Cape May, NJ 08204**

**Confirming :  
Desert Highway ([www.deserthighwayband.com](http://www.deserthighwayband.com))**

**Location :  
LEWES FERRY CAPE MAY TERMINAL  
1200 Lincoln Road  
Cape May, NJ 08204**

**Date :  
WEDNESDAY, AUGUST 7<sup>th</sup>, 2019**

**Event :  
LOWER CAPE MAY CONCERT SERIES 2019**

**Hours : 5:35pm-8:30pm  
Sets: 5:35-6:35pm, 7:15-8:30pm**

**Price : \$4750.00**

**RETURN AGREEMENT : Please sign and fax or email this agreement by Friday, December 21<sup>st</sup>, 2018. (610) 325-4541 fax**

-----  
**PAYMENT: \$4750.00**

**Upon job completion, please mail \$4750.00 balance check.**

**Check payable to :**

**FRANK KIELB ENTERTAINMENT, Inc.,  
P.O. Box 626, Broomall, PA 19008 Tax ID # 26-0050285**

-----  
**CLIENT will provide :**

- 1. Covered Stage**
- 2. Hospitality (Food and Beverages) for ten (10) people**
- 3. Case of Bottled Water for stage**
- 4. Dressing Room**

**BAND will provide :**

- A. Transportation**
- B. Backline**
- C. Production (sound/lights/tech)**
  - a. Late Night Sound: Bruce Gill 610-909-4874**
- D. Lodging**

**DAY OF SHOW CONTACTS :**

**Mitch Plenn (609) 886-2005 x 151, Mike Porch (609) 435-7624**

**Not on site but reachable:**

**Frank Kielb, Talent Agent/Mgr. [Frank@TheRockBands.com](mailto:Frank@TheRockBands.com)  
(610) 325-4540 office, (610) 420-6900 cell**

**TIMELINE : (Approximate)**

**2:30pm- LATE NIGHT SOUND- LOAD IN PA AND LIGHTS**

**3:30pm- BAND- Load in backline**

**4:45pm- Load in, Set up & Sound check completed**

**4:45pm- Serve hospitality for ten (10) people**

**5:30pm- ANNOUNCEMENTS**

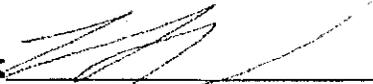
**5:35pm- Set #1 (Sixty (60) minutes) 5:35pm-6:35pm**

**7:15pm- Set #2 (Seventy five (75) minute including encore) 7:15pm-**

**8:30pm**

**PLEASE BE ADVISED THAT : DESERT HIGHWAY will not be penalized or held accountable for technical, logistical, acts of God, etc. problems (such as but not limited to "lack of power") which are due to the workings of the place of engagement or caused by "the purchaser" which may inhibit their show in any way.**

**Purchaser agrees that all dates for a period of Two (2) years from 8/7/19 for DESERT HIGHWAY will be booked thru Frank Kielb, Frank Kielb Entertainment, Inc.**

**X**  \_\_\_\_\_ **Date** 12/4/18  
**Mitchell Pienn**

**X** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Frank Kielb for :**  
**FRANK KIELB ENTERTAINMENT, Inc. / Desert Highway**  
**CONFIRMATION of AGREEMENT # 1190080719**

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

RESOLUTION #2019-67

Title: ISSUANCE OF 2019 LIMOUSINE, TAXI AND OPERATOR LICENSES

WHEREAS, applications have been submitted by G Garibaldi Transportation, LLC pursuant to Ord. #2000-4 for Taxi, Limo and Operator Licenses; and

WHEREAS, the applicant has submitted the appropriate fees, provided the required documentation, and the Police have reviewed and approved the application packet.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk is hereby authorized to issue the following:

**G Garibaldi Transportation, LLC**

<u>License Type</u>	<u>Description</u>
Taxi	2005 Chrysler Town & Country Vin#2C4GP44R75R152011
Operators	Oleg Pismenny

**G Garibaldi Transportation, LLC**

<u>License Type</u>	<u>Description</u>
Limo	2005 Ford Ecoline Vin#1FBSS31L7SHB30769
Limo	2010 Dodge Grand Caravan Vin#2D4RN4DE5AR146006
Limo	2007 Dodge Grand Caravan Vin#1D4GP24R07B260754
Limo	2008 Dodge Grand Caravan Vin#2D8HN54P88R137537
Operators	Oleg Pismenny, John O'Donoghue and John Reeves

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION # 2019-68

Title: APPROVAL OF CHANGE ORDER #4 FOR MARCUS KARAVAN, ESQ

WHEREAS, Marcus Karavan, Esq was awarded a Professional Service Contract by Resolution # 2018-10 on January 3, 2018 as Special Counsel to the Tax Assessor's Office for Tax Appeals in the amount of Not To Exceed \$10,000.00; and

WHEREAS; on May 21, 2018, by Resolution #2018-184, Council approved additional Marcus Karavan provide additional services Tax Related and Land Use Matters for the Tax Assessors Office at an amount of not to exceed \$10,000 making the total amount of not to exceed \$20,000; and

WHEREAS, on June 18, 2018, by Resolution #2018-216, Council corrected/combined and amended both Resolutions #2018-10 and 2018-184 and issued Change order #1 amending the new scope of work and re-established the amount of not to exceed \$20,000; and

WHEREAS, on September 17, 2018 by Resolution #2018-303, Council approved Change Order #2 increasing the total contract to an amount not to exceed \$30,000 and on December 17, 2018 by Resolution #2018-385, Council approved Change Order #3 increasing the amount to not to exceed \$33,000; and

WHEREAS, there now exists a need to increase the amount charged to 2018 \$3,055 making the total amount of the contract not to exceed \$36,055; and

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

Appropriation: 8-01-20-155-200

Signature: \_\_\_\_\_  
Lauren Read, 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 #4 in the amount of Not To Exceed \$3,055 for Marcus Karavan, Esq. is hereby approved and the contract total is now increased to Not to Exceed \$36,055.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

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

RESOLUTION # 2019-69

Title: APPROVAL OF SECONDHAND MERCHANTS AND DEALERS OF PRECIOUS METALS LICENSE

**WHEREAS**, an application has been received by the Township for Secondhand Merchants and Dealers of Precious Metal Licenses by the following applicant in accordance with Ordinance #2016-05 ; and

**WHEREAS**, the applicant has paid the proper fee, posted the required bond and the Police have no objection to the issuance of said license.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a Secondhand Merchants and Dealers of Precious Metals License for the year 2019 be approved and issued to the following applicant:

Lucky 7 Gold & Consignment

1425 Bayshore Road, Villas

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

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

ORDINANCE #2019-01

**AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-15.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Township Council of the Township of Lower in the County of Cape May finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Township of Lower hereby determines that a 3.5% increase in the budget for said year, amounting to \$787,828.57 in excess of the increase in final appropriations otherwise permitted by the Local Government Cape Law is advisable and necessary; and,

**WHEREAS**, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated, as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Township Council of the Township of Lower, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2019 budget year, the final appropriation of the Township of Lower shall, in accordance with this ordinance and N.J.S.A. 40A: 4-15.14, be increased by 3.5% amounting to \$787,828.57, and the CY 2019 municipal budget for the Township of Lower be approved and adopted in accordance with this ordinance.

**BE IT FURTHER ORDAINED**, that any amount authorized hereinafter that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

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

\_\_\_\_\_  
David Perry, Councilmember

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

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

\_\_\_\_\_  
Erik Simonsen, Mayor

Introduced: January 2, 2019

Adopted:

Attest: \_\_\_\_\_  
Julie A Picard, Township Clerk

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

ORDINANCE #2019-02

Title: **AN ORDINANCE AMENDING CHAPTER 600-6, TOWING AND STORAGE, TOWING AND STORAGE FEE SCHEDULE, OF THE CODE OF THE TOWNSHIP OF LOWER**

**WHEREAS**, Chapter 600, Towing and Storage, of the Code of the Township of Lower provides, pursuant to N.J.S.A. 40A:11-5(1)(u), for the creation of a list of licensed towing contractors authorized to provide towing and storage services to the public, the Township and Police Department on an equitable rotating basis in a safe, efficient, and convenient manner, and it also establishes, pursuant to N.J.S.A. 40:48-2.49, regulations which set towing and storage rates and which govern towing contractors engaged in the business of towing and storing vehicles within the jurisdiction of the Township; and

**WHEREAS**, Lower Township Council wishes to amend Chapter 600 of the Township Code in order to revise section 600-6 in order to better define and regulate the applicable fee schedule for daily storage services.

**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.** Chapter 600-6(a)(3), Towing and storage fee schedule, is hereby amended as follows:

(3) The following is the daily fee schedule for storage services:

- (a) Inside building: \$30 per day.
- (b) Outside secured facility: \$25 per day.
- (c) Storage within a lot owned by the Township: \$20 per day. However, the accrual of storage fees on Township owned lots will be limited to a period of one (1) week. In the event the vehicle is thereafter towed to an inside building or outside secured facility owned, managed and/or maintained by an outside contractor, towing company, or towing contractor it shall be permitted to charge the fees set forth within sections (a) and (b) herein.

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

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

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

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

Introduction: January 2, 2019

\_\_\_\_\_  
David Perry, Councilmember

Adoption:

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

Attest: \_\_\_\_\_  
Julie A Picard, Township Clerk

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

\_\_\_\_\_  
Erik Simonsen, Mayor

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

RESOLUTION #2019-70

Title: **AMENDING DESIGNATION OF OFFICIAL DEPOSITORIES- SIGNATURE REQUIREMENT**

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey the official depositories for the Township funds shall be: OceanFirst Bank, Sturdy Savings & Loan, Crest Savings, Bank of America, PNC and NJ Cash Management Fund;

**BE IT FURTHER RESOLVED** that the following disbursements by check require one signature:

ACCOUNT

Municipal Court Account – General

Municipal Court Account – Bail

AUTHORIZED OFFICIALS

CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator

CFO, Asst. Treasurer, Judge, Court Administrator, Deputy Court Administrator

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

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

RESOLUTION #2019-71

Title: APPOINTMENT TO THE MUNICIPAL UTILITIES AUTHORITY BOARD TO  
FULFILL AN UNEXPIRED TERM

WHEREAS, an opening exists on the Municipal Utilities Authority Board due to the untimely passing of Steven Sheftz, Regular Member, with a term expiration of February 1, 2020; and

WHEREAS, Council has reviewed the applications on file with the Clerk.

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 appointment to fulfill Mr. Sheftz's term on the Municipal Utilities Authority Board is hereby made:

<u>Name</u>	<u>Type</u>	<u>Term Exp.</u>
	Regular Member	February, 2020

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019- 72

Title: **AUTHORIZING THE PAYMENT OF VOUCHERS**

<u>Vendor</u>	<u>Description</u>	<u>CK #</u>	<u>Amount</u>
David Perry	Contractual Reimbursement		40.00

TOTAL Manual Checks

TOTAL Computer Generated

TOTAL BILL LIST \$40.00

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on Jan 23, 2019.

\_\_\_\_\_  
Julie A Picard, Township Clerk

*Clerk*  
**Register Report - Last month**  
12/1/2018 through 12/31/2018

1/8/2019

Page 1

Account	Description	Memo	Category	Amount
<b>INCOME</b>				<b>4,545.00</b>
	<b>Campgrounds &amp; Trailers</b>			<b>100.00</b>
	<b>Precious Metals</b>			<b>500.00</b>
	<b>Street Openings</b>			<b>1,000.00</b>
	<b>Taxi &amp; Limo</b>			<b>940.00</b>
	<b>Towing</b>			<b>2,000.00</b>
	<b>Yard Sales</b>			<b>5.00</b>
<b>EXPENSES</b>				<b>5,375.00</b>
	<b>Business Mercantile 2018-2019</b>			<b>375.00</b>
	<b>Vacant Property Reg</b>			<b>5,000.00</b>
<b>TRANSFERS</b>				<b>-9,920.00</b>
	<b>Council Checking</b>			<b>-9,920.00</b>
			<b>OVERALL TOTAL</b>	<b>0.00</b>

Township of Lower  
 2600 Bayshore Road  
 Villas, NJ 08251  
 609-886-1455

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 12/01/2018 To 12/31/2018

January 03 , 2019 3:46:15PM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$666,154.00	Cubic Footage:	120223 Cu.ft	Permit Issued:	69
Cost Of Alteration:	\$573,213.00	Square Footage:	9702 Sq.ft	Updates Issued:	13
Cost Of Demolition:	\$200.00			All Fees Waived:	2
Total Cost:	\$1,239,567.00			Municipal Fees Waived:	0

<b><u>PERMIT FEES</u></b>		<b><u>ADMIN FEES</u></b>		<b><u>WAIVED FEES</u></b>		<b><u>TOTAL FEES</u></b>	
Building:	\$13,176.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$13,176.00
Electrical:	\$8,072.00	Electrical:	\$0.00	Electrical:	\$55.00	Electrical Fees:	\$8,017.00
Fire :	\$2,570.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$2,570.00
Plumbing:	\$3,723.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$3,723.00
Elevator:	\$306.00	Elevator:	\$0.00	Elevator:	\$306.00	Elevator Fees:	\$0.00
Mechanical:	\$1,695.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$1,695.00
				Total Waived:	\$361.00	Technical Fees:	\$29,181.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$444.00	\$0.00	\$444.00
Alteration Training Fee:	\$1,087.00	\$73.00	\$1,014.00
DCA Minimum Fee:	\$9.00	\$0.00	\$9.00
Sub total Training Fee:	\$1,540.00	\$73.00	\$1,467.00

**TECHNICAL ISSUES**

Building Technical:	41
Electrical Technical:	65
Fire Protection Technical:	13
Plumbing Technical:	16
Elevator Technical:	1
Mechanical Technical:	19

**CERTIFICATE ISSUES**

Certificate of Occupancy:	6
Certificate of Approval:	29
Certificate of Continued Occupancy:	1

Certificate of Occupancy Fee:	\$2,214.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$2,214.00
PERMIT FEES:	\$29,181.00
DCA FEES:	\$1,467.00
CERTIFICATE FEES:	\$2,214.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$32,862.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$151.00
OTHER FEES:	\$0.00
GRAND TOTAL FEES:	\$33,013.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 12/01/2018 To 12/31/2018

January 3, 2019 3:48:34PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$1,587.00	\$31,275.00	\$0.00	\$32,862.00
CCO FEES	Sub Totals:	\$0.00	\$151.00	\$0.00	\$151.00
DUMPSTER	Sub Totals:	\$0.00	\$10.00	\$0.00	\$10.00
LICENSE FEES	Sub Totals:	\$0.00	\$100.00	\$0.00	\$100.00
<b>GRAND TOTALS:</b>		\$1,587.00	\$31,536.00	\$0.00	\$33,123.00

Township of Lower  
 2600 Bayshore Road  
 Villas, NJ 08251  
 609-886-1455

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 01/01/2018 To 12/31/2018

January 03 , 2019 3:52:24PM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$10,692,543.00	Cubic Footage:	2077934 Cu.ft	Permit Issued:	1406
Cost Of Alteration:	\$15,736,262.50	Square Footage:	169449 Sq.ft	Updates Issued:	172
Cost Of Demolition:	\$2,465,900.00			All Fees Waived:	30
Total Cost:	\$28,894,705.50			Municipal Fees Waived:	0

<b><u>PERMIT FEES</u></b>		<b><u>ADMIN FEES</u></b>		<b><u>WAIVED FEES</u></b>		<b><u>TOTAL FEES</u></b>	
Building:	\$305,514.00	Building:	\$0.00	Building:	\$67,580.00	Building Fees:	\$237,934.00
Electrical:	\$154,116.00	Electrical:	\$0.00	Electrical:	\$2,903.00	Electrical Fees:	\$151,213.00
Fire :	\$38,451.00	Fire :	\$0.00	Fire :	\$670.00	Fire Fees:	\$37,781.00
Plumbing:	\$67,719.00	Plumbing:	\$0.00	Plumbing:	\$367.00	Plumbing Fees:	\$67,352.00
Elevator:	\$986.00	Elevator:	\$0.00	Elevator:	\$986.00	Elevator Fees:	\$0.00
Mechanical:	\$27,355.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$27,355.00
				Total Waived:	\$72,506.00	Technical Fees:	\$521,635.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$7,704.00	\$0.00	\$7,704.00
Alteration Training Fee:	\$29,938.00	\$7,153.00	\$22,785.00
DCA Minimum Fee:	\$163.00	\$4.00	\$159.00
Sub total Training Fee:	\$37,805.00	\$7,157.00	\$30,648.00

**TECHNICAL ISSUES**

Building Technical:	779
Electrical Technical:	1116
Fire Protection Technical:	235
Plumbing Technical:	418
Elevator Technical:	4
Mechanical Technical:	309

**CERTIFICATE ISSUES**

Certificate of Occupancy:	67
Certificate of Approval:	407
Certificate of Continued Occupancy:	2

Certificate of Occupancy Fee:	\$27,228.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$27,228.00
PERMIT FEES:	\$521,635.00
DCA FEES:	\$30,648.00
CERTIFICATE FEES:	\$27,228.00
MIN FEES:	\$-10.00
NET TOTAL FEES:	\$579,501.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$302.00
OTHER FEES:	\$400.00
GRAND TOTAL FEES:	\$580,203.00

# OFFICE OF THE CONSTRUCTION OFFICIAL

## Account Summation-Summary

Report Run from 01/01/2018 To 12/31/2018

January 3, 2019 3:53:11PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$17,417.00	\$562,484.00	\$0.00	\$579,901.00
HOMEOWNER LICENSE	Sub Totals:	\$50.00	\$50.00	\$0.00	\$100.00
DUMPSTER	Sub Totals:	\$30.00	\$20.00	\$0.00	\$50.00
LICENSE FEES	Sub Totals:	\$25.00	\$7,400.00	\$0.00	\$7,425.00
CCO FEES	Sub Totals:	\$0.00	\$302.00	\$0.00	\$302.00
<b>GRAND TOTALS:</b>		\$17,522.00	\$570,256.00	\$0.00	\$587,778.00

**OFFICE OF CONSTRUCTION OFFICIAL**

**Construction Permit Activity Report**

RANGE: 01/01/2018 To 12/31/2018

January 04 , 2019 3:59:38PM

**SUMMARY**

**CONSTRUCTION COSTS**

**COUNT**

Cost Of Construction:	\$2,980,665.00	Cubic Footage:	523053 Cu.ft	Permit Issued:	83
Cost Of Alteration:	\$1,001,226.00	Square Footage:	40868 Sq.ft	Updates Issued:	16
Cost Of Demolition:	\$19,600.00			All Fees Waived:	0
Total Cost:	\$4,001,491.00			Municipal Fees Waived:	0

<b><u>PERMIT FEES</u></b>		<b><u>ADMIN FEES</u></b>		<b><u>WAIVED FEES</u></b>		<b><u>TOTAL FEES</u></b>	
Building:	\$41,158.00	Building:	\$0.00	Building:	\$0.00	Building Fees:	\$41,158.00
Electrical:	\$12,575.00	Electrical:	\$0.00	Electrical:	\$0.00	Electrical Fees:	\$12,575.00
Fire :	\$9,200.00	Fire :	\$0.00	Fire :	\$0.00	Fire Fees:	\$9,200.00
Plumbing:	\$16,119.00	Plumbing:	\$0.00	Plumbing:	\$0.00	Plumbing Fees:	\$16,119.00
Elevator:	\$0.00	Elevator:	\$0.00	Elevator:	\$0.00	Elevator Fees:	\$0.00
Mechanical:	\$1,425.00	Mechanical:	\$0.00	Mechanical:	\$0.00	Mechanical Fees:	\$1,425.00
				Total Waived:	\$0.00	Technical Fees:	\$80,477.00

**DCA**

	Calculated Fees	Waived Fees	Collected Fees
Volume Training Fee:	\$1,941.00	\$0.00	\$1,941.00
Alteration Training Fee:	\$1,912.00	\$0.00	\$1,912.00
DCA Minimum Fee:	\$7.00	\$0.00	\$7.00
Sub total Training Fee:	\$3,860.00	\$0.00	\$3,860.00

**TECHNICAL ISSUES**

Building Technical:	59
Electrical Technical:	75
Fire Protection Technical:	34
Plumbing Technical:	39
Elevator Technical:	
Mechanical Technical:	13

**CERTIFICATE ISSUES**

Certificate of Occupancy:	24
Certificate of Approval:	25
Certificate of Continued Occupancy:	0

Certificate of Occupancy Fee:	\$7,402.00
Waived Certificate Fees:	\$0.00
Sub Total Certificate Fees:	\$7,402.00
PERMIT FEES:	\$80,477.00
FEES:	\$3,860.00
CERTIFICATE FEES:	\$7,402.00
MIN FEES:	\$0.00
NET TOTAL FEES:	\$91,739.00
PENALTIES COLLECTED:	\$0.00
CCO FEES:	\$0.00
OTHER FEES:	\$100.00
GRAND TOTAL FEES:	\$91,839.00

OFFICE OF THE CONSTRUCTION OFFICIAL

Account Summation-Summary

Report Run from 01/01/2018 To 12/31/2018

January 4, 2019 4:00:46PM

ACCOUNT:		Cash Amount	Check Amount	Credit Card Amount	Total Fee
PERMIT FEES	Sub Totals:	\$985.00	\$90,854.00	\$0.00	\$91,839.00
LICENSE FEES	Sub Totals:	\$0.00	\$300.00	\$0.00	\$300.00
<b>GRAND TOTALS:</b>		\$985.00	\$91,154.00	\$0.00	\$92,139.00





## CASH RECONCILIATION NOVEMBER 30, 2018

	Cash		Less Checks Outstanding	Cash Book Balance
	*On Hand	On Deposit		
Current	592,984.50	15,664,595.38	556,567.21	15,701,012.67
Trust - Assessment				
Trust - Dog License	0.00	11,421.92	0.00	11,421.92
Trust - Other	0.00	3,336,871.56	23,639.52	3,313,232.04
Capital - General	0.00	7,024,823.22	0.00	7,024,823.22
Water - Operating				0.00
Water - Capital				0.00
Assessment Utility Trust				0.00
Public Assistance**				0.00
Garbage District				0.00
Grant Fund				0.00
<b>Total</b>	<b>592,984.50</b>	<b>26,037,712.08</b>	<b>580,206.73</b>	<b>26,050,489.85</b>

\*Include Deposits In Transit (and change funds)

\*\*Be sure to include a Public Assistance Account reconciliation and trial balance if the municipality maintains such a bank account.

**REQUIRED CERTIFICATION**

I hereby certify that all amounts shown in the "Cash on Deposit" column on Sheet 9 and 9(a) have been verified with the applicable bank statements, certificates, agreements or passbooks at 30-Nov-18

I also certify that all amounts, if any, shown for Investments in Savings and Loan Association on any trial balance have been verified with the applicable passbook at 30-Nov-18

All "Certificates of Deposits," "Repurchase Agreements," and other investments must be reported as cash and included in this certification.

(THIS MUST BE SIGNED BY THE REGISTERED MUNICIPAL ACCOUNTANT (STATUTORY AUDITOR) OR CHIEF FINANCIAL OFFICER) depending on who prepared this Annual Financial Statement as certified to on Sheet 1 or 1(a).

Signature:

*Lauren Reed*

Title: CFO, Township of Lower

**OUTSTANDING CHECKS:**

**PRIOR**

62779	3,525.00
62871	25.00
63252	1,306.24

**NOV**

**2018**

**DEPOSITS IN TRANSIT:**

63381	62.50
63401	80.00
63423	89.31
63430	194.88
63436	298.00
63442	107.92
63444	92.61
63455	118.50
63466	300.00
63467	200.00
63468	150.00
63471	225.00
63474	191.06
63481	46.38
63488	20.00
63492	200.00
63493	484.92
63509	1,626.78
63513	200.00
63517	1,050.00
63520	200.00
63522	246.36
63527	2,513.45
63529	15.00
63530	2,718.14
63536	200.00
63538	200.00
63544	200.00
63548	200.00
63564	200.00
63569	200.00
63575	455.94
63581	55.00
63589	200.00
63593	200.00
63598	225.00
63606	225.00
63607	200.00
63608	200.00
63610	200.00
63620	225.00
10/18/2018 due to bank	0.06
	14,816.81
	<u>19,673.05</u>

3,601.25	DUE FROM PAYROLL
81,464.01	
610.00	
953.00	
25.00	
2,125.00	
9,322.30	ONLINE TAX
10,264.29	ONLINE TAX

4,856.24

108,364.85

**2018 DECEMBER  
VITAL STATISTICS**

<b>Marriages,Civil Unions</b>	<b>7</b>
<b>Domestic Partners</b>	<b>0</b>
<b>Ceritified Copies</b>	<b>144</b>
<b>Certified Copies EDRS</b>	<b>7</b>
<b>Burial Permits</b>	<b>0</b>
<b>Marriages, Civil Unions State</b>	<b>\$175.00</b>
<b>Domestic Partners State</b>	<b>\$0.00</b>
<b>Marriages, Civil Unions Twp</b>	<b>\$21.00</b>
<b>Domestic Partners Twp</b>	<b>\$0.00</b>
<b>Certified Copies</b>	<b>\$1,440.00</b>
<b>Certified Copies EDRS</b>	<b>\$70.00</b>
<b>Burial Permits State</b>	<b>\$0.00</b>
<b>Burial Permits Twp</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$1,706.00</b>

# 2018

## TAX COLLECTOR'S ANNUAL REPORT

SUBMITTED BY: KATHY BROWN

TAX COLLECTOR

TOWNSHIP OF LOWER

COUNTY OF CAPE MAY

This report is submitted in compliance with N.J.S.A. 54:4-91; Collector's Annual Statement of Receipts. This report is filed with the CFO/Treasurer and the Governing Body as prescribed by statute.

In 2018 the tax office collected over 61 million dollars in taxes and other municipal charges. Over 870 property owners utilize our ACH program, which is an automatic debit from their bank account and direct deposit to the Township's bank account. In addition, 3.8 million dollars was paid through our online banking option on the Township's website. All payment transactions are processed by the staff in the Tax Collector's office regardless of the manner including online, automatic debit, mail, and in-person payments. The Tax Collector's office also collects amounts paid for Municipal Service Fees (trailer parks), Commercial Trash, and Lot Clearing charges.

On September 26, 2018 we held our Tax Sale for unpaid 2017 municipal charges. The MUA sent over 95 properties totaling \$54, 976.64 we collected \$41,662.87 before the sale and the remaining \$13,313.77 was sold at the sale. Thirty-six properties were sold at the sale; all properties were sold to outside lien holders. The total amount of Tax/MUA charges sold was \$52,529.04 and we collected \$231,000.00 in premiums. At this time we have 102 open tax lien certificates, 71 certificates are held by outside lien holders and 31 are Township Liens. 58 liens were redeemed through our office this year.

The Township of Lower has 15,354 taxable properties, and another 606 non-taxable properties. Many property owners qualify for a Veterans Deduction (1,056) and/or the Senior Citizen Deduction (311) of \$250.00 each against taxes due. Presently, there are over 100 properties that qualify for a 100% Disabled Veteran Exemption from paying Real Estate taxes. The township prints and mails all tax bills utilizing township employees. In 2018, the State of New Jersey issued Homestead Rebates on two separate occasions resulting in adjusted tax bills being issued to 2,567 property owners for the second quarter and another 2,508 adjusted tax bills issued for the fourth quarter. Also, the State of New Jersey offers a Property Tax Rebate (commonly known as the Tax Freeze) to qualifying property owners. The Tax Collector's office processed over 3,500 applications certifying the amount of taxes paid by individual property owners.

The unaudited tax collection rate for 2018 is 98.68%.

**CURRENT YEAR TAXES - 2018**

Extended Tax Duplicate	\$63,609,655.73	
Added & Omitted Taxes	<u>\$121,101.52</u>	
Total Gross Taxes Due		\$63,730,757.25

Increased by Adjustments to Taxes Billed:

Sr Citz/Vet Deductions Allowed	(\$4,000.00)	
Sr Citz/Vet Deductions Disallowed	\$2,271.26	
100% Veteran Exemption	(\$19,525.08)	
Canceled by Resolution	(\$5,181.58)	
NJ Bell Fire District Bills	\$2,658.88	
Homestead Rebates	(\$703,294.40)	
County Tax Appeals	(\$8,245.71)	
State Tax Appeals	(\$8,079.56)	
Transfer to Liens	(\$23,293.78)	
6% Year End Penalty	<u>\$3,430.10</u>	
Total Adjustments		(\$763,259.87)

Decreased by Collections:

Preliminary Taxes	\$3,151,145.24	
Current Year Taxes	\$59,214,077.86	
NSF Reversals	(\$105,187.04)	
Refunds	(\$35,010.85)	
Transfer of Payments	<u>(\$37,286.11)</u>	
Total Payments		\$62,187,739.10

Balance as of 12/31/2018

\$779,758.28

**DELINQUENT TAXES - 2017**

Balance due as of 1/1/2018	<u>\$774,756.82</u>	\$774,756.82
<u>Increased by Adjustments to Taxes Billed:</u>		
Sr Citz/Vet Deductions Allowed	(\$500.00)	
Sr Citz/Vet Deductions Disallowed	\$5,608.27	
100% Veteran Exemption	(\$214.35)	
Canceled by Resolution	(\$0.28)	
NJ Bell Fire District Bills	\$0.00	
Homestead Rebates	\$0.00	
County Tax Appeals	\$0.00	
State Tax Appeals	\$0.00	
Transfer to Liens	\$0.00	
6% Year End Penalty	\$0.00	
Total Adjustments	<u>\$0.00</u>	\$4,893.64
<u>Decreased by Collections:</u>		
Delinquent Taxes	\$796,637.53	
6% Year End Penalty	\$3,317.22	
NSF Reversals	(\$14,460.30)	
Refunds	(\$4,962.89)	
Transfer of Payments	(\$2,408.10)	
Total Payments	<u>\$0.00</u>	\$778,123.46
Balance as of 12/31/2018		<u><u>\$1,527.00</u></u>

**BANKRUPTCY - 2016**

Balance due as of 1/1/2018	<u>\$1,903.73</u>	\$1,903.73
<u>Decreased by Collections:</u>		
Delinquent Taxes	<u>\$1,903.73</u>	
Total Payments		\$1,903.73
Balance as of 12/31/2018		<u><u>\$0.00</u></u>

**TOWNSHIP LIENS**

LTMUA Charges	\$7,848.36	
Township Taxes, Fees & Charges	<u>\$237,446.45</u>	
Balance as of 1/1/2018		\$245,294.81

Recording Fee	\$265.00	
Other Fee	\$264.00	
Foreclosure Fee	<u>\$2,856.37</u>	
		<u>\$3,385.37</u>
Balance as of 1/1/2018 including Fees		<u>\$248,680.18</u>

Increased by:

Transfers to existing liens	\$23,293.78	
Transfer to existing liens-Lot Clearing Chrg	\$1,550.00	
Tax Sale - 9/26/2018		
LTMUA	\$0.00	
Township Taxes, Fees & Charges	\$0.00	
Lot Clearing Charges	<u>\$0.00</u>	
		\$24,843.78

Decreased by:

Redemptions	\$0.00	
Canceled	<u>\$0.00</u>	
		\$0.00

Balance as of 12/31/2018		<u>\$273,523.96</u>
LTMUA Charges	\$7,848.36	
Township Taxes, Fees & Charges	\$265,675.60	

Tax Year Range: 2018/1 to 2018/4

Calculated As of: 12/31/18

Tax Levy

Net Taxes:

Original:	63,520,006.56	
Preliminary Adjustments:	30,202.94-	
Added:	229,205.42	
Omitted:	0.00	
Omit/Add:	0.00	
Rollback:	<u>11,748.21</u>	
Total Net Tax		63,730,757.25

Adjustments to Levy:

HOMESTEAD BENEFIT (HB )	<u>703,294.40-</u>	
Total Adjustments to Levy		703,294.40-

Original Deductions (Src, Vet, SSp, Dis, Wid)	<u>340,500.00</u>	
Total Gross Tax Levy		63,367,962.85

Collections

Prior Year - Cash Receipts	3,151,145.24	
Current Year - Cash Receipts	59,214,077.86	
Original Deductions (Src, Vet, SSp, Dis, Wid)	340,500.00	
Deductions Allowed (051, 053, 055, 057, 059)	4,000.00	
Disallowed (052, 050, 054, 056, 049, 058, 048, 060)	2,271.26-	
Transfer Overpayment (063)	<u>37,286.11-</u>	
Total Collections		62,670,165.73

Adjustments to Collections

NSF Reversals	105,187.04	
Refund By Res. (064)	<u>35,010.85</u>	
Total Adjustments to Collections		( 140,197.89 )

Total Adjusted Collections		62,529,967.84
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\*\*\* Percentage of Collections: (Total Adjusted Collections/Total Tax Levy \* 100) 98.68 % \*\*\*

(NOTE: Transactions posted after the last day of the selected Tax Year are NOT included in the Percentage Calculation!)

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

RESOLUTION # 2019-73

Title: A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12

WHEREAS, the Township Council of the Township of Lower is subject to certain requirements of the Open Public Meetings Act, N.J.S.A 10:4-6, et seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Lower to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

(1) Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

(2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

(3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information, relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

(4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

(5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

(6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

X (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

(8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

(9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss if a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on January 23, 2019 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Council that the public interest will no longer be served by such confidentiality.

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows for CONRAD, PERRY, ROY, SIPPEL, SIMONSEN.

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on January 23, 2019

Julie A Picard, Township Clerk