

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
April 4, 2016 - 7:00 P.M.

Meeting called to order.

Opening Announcement
Pledge of Allegiance & Moment of Silence
Roll Call & Determination of Quorum
Proclamation – Mayor's Recognition Day for National Service
Autism Awareness Month – Jacyn Pisieczko

Work Session

Consent Agenda

Approval of Minutes March 21, 2016
Res. #2016-109 Payment of Vouchers \$1,101,894.74
Res. #2016-110 A Resolution Requesting Release of Performance Guarantee for Lighthouse Pointe Marina Condo Association of Cape May Inc; Block 806, Lot 4.01, Escrow #P09-05-06 (\$13,304.40)
Res. #2016-111 Authorization for Waiver of Fees for Calvary Chapel Cape May (Heating/Air Conditioning system)
Res. #2016-112 A Resolution Amending Resolution #2016-100; Authorizing the Purchase of Certain Real Property Located in the Township of Lower (4 Clearwater Dr) To Include Settlement Cost (\$1,570.57)
Res. #2016-113 Approval for Six (6) Concert Shows Series to be Held At Delaware River Bay Authority Ferry Terminal To Media Five LTD and Frank Kielb Entertainment (\$10,875)
Res. #2016-114 Authorizing Pay Out of Terminal Leave (R.Bailey \$58,907.62)
Res. #2016-115 Award of Professional Service Contract with Marsh & McLennan for Insurance Brokerage Services (\$20,000)
Res. #2016-116 Capital Budget Amendment
Res. #2016-117 Resolution Amending Resolution #2015-189; Approving A Professional Service Contract with Hatch Mott MacDonald for Proposed Lower/Middle Township Bike Path Improvements (\$12,318)
Res. #2016-118 Approval of Contract with Atlantic City Electric for Anchor (Poles) Relocations for Bike Path (\$20,000)
Ordinance #2016-04 Bond Ordinance Providing for Various 2016 Capital Improvements, By and In the Township of Lower, In the County of Cape May, State of New Jersey (The "Township"), Appropriating \$2,225,000 Therefor and Authorizing the Issuance of \$2,110,000 Bonds or Notes of the Township to Finance Part of the Costs Thereof - This is the first reading of this Ordinance. The second reading and public hearing is scheduled for April 18th.

Regular Agenda

Ordinance #2016-03 Bond Ordinance Amending Bond Ordinance #2015-10 (Which Provides for Drainage and Storm Water Management Improvements and Associated Road Work to Roseann Avenue and Bayshore Estates) Heretofore Finally Adopted by the Township Council of the Township of Lower, In the County of Cape May, State of New Jersey, on October 19, 2015, to Amend the Description Set Forth therein to include the Acquisition of Real Property – This is the second reading and public hearing of this Ordinance. This Ordinance has posted, published and made available to the public.

Administrative Reports

Treasurer

Council Comments

Call to the Public

Closed Session

Res. #2016-119 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. **Possible Conveyance of Real Property / Contract Negotiations / Lease of Real Property**
Res. #2016-120 A Resolution Authorizing the Sale of Certain Real Property Located in the Township of Lower to the County of Cape May (405 Breakwater Road – Public Safety Building)
Res. #2016-121 A Resolution Authorizing the Leasing of Certain Real Property Located in the Township of Lower from the County of Cape May (405 Breakwater Road – Public Safety Building)
Res. #2016-122 A Resolution Awarding the Lease of Public Land Located at the Intersection of Seaview and Rochester Avenues after the December 1, 2015 Open Public Auction (\$10,000 per yr to Achristavest)

Adjournment

COUNCIL MEETING MINUTES – March 21, 2016

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on March 21, 2016 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.

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

Councilmember Thomas Conrad
Councilmember David Perry
Councilmember Erik Simonsen
Deputy Mayor Clark
Mayor Michael Beck

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

Proclamation - Dottie Crawford & James Dietterich- Councilman Tom Conrad
Councilman Conrad recognized and thanked Dottie Crawford and James Dietterich, both retirees from the Lower Township Police Department, for their 39 years of dedication to helping make Christmas better for many families in Lower Township. Mayor Beck presented proclamations to Ms. Crawford and Mr. Dietterich on behalf of Council to thank them for their commitment to helping families in need through the Lower Township Kid's Christmas Program.

Work Session

2nd Annual Relay for Life Presentation - Councilman Tom Conrad

Councilman Conrad introduced Kirby Read and Buffy Hinker-Miller to speak about Relay for Life.

Buffy Hinker-Miller, volunteer event lead for Relay for Life of Lower Township, announced the details of the 2nd annual event to be held May 14-May 15 at the Lower Cape May Regional High School and spoke about what the Relay represents.

Kirby Read, representative from the American Cancer Society, sought volunteers to form teams, fund raise, purchase luminaries or sponsor the event. She talked about the inception of the event and how it has grown to become the number one fund raiser event in the world. She explained how the money is used and the resources available through the American Cancer Society. She stressed the importance of keeping funding for cancer research a top priority in legislature. The theme of this year's event is Olympics. To learn more about the American Cancer Society or Relay for Life, visit the open house on April 5th from 6-8 p.m. at Township Hall.

Youth Signage For Beach Access Areas presented by Laura Chamberlin – Deputy Mayor Norris Clark

Deputy Mayor Clark introduced Laura Chamberlin to propose the concept of youth signage along the Bayfront and explained how the idea came out of the Delaware Bayshore Council.

Laura Chamberlin, representative of Manomet, A Western Hemisphere Shoreboard Reserve Network, presented the idea of youth signage along the Bayfront to create positive messages to protect the bay and its natural habitat for shorebirds. She discussed the installation of the signs, focusing on key access points.

Councilman Conrad voiced favor with the idea but expressed concern about residents disliking more signage.

Councilman Simonsen asked about the selection process and if Lower Township students were included. Ms. Chamberlin explained how the selection was narrowed down, followed by each township deciding which signs are best suited for their community. She also informed that Lower Township students did not participate in the making of the signs presented but can in the future. Councilman Perry pointed out location being a factor. Council reserved commitment until speaking with residents.

Consent Agenda

Approval of NJ State Firemen's Membership Application – Matthew Stone, Villas Volunteer Fire Co & Timothy Gipple, Erma Volunteer Fire Company

Approval of Minutes March 7, 2016

Res. #2016-87 Payment of Vouchers \$ 889,875.86

Res. #2016-88 Resolution Requesting Release of a Dumpster Bond for Power Home Remodeling (\$500)

Res. #2016-89 Bid Acceptance and Contract Award for Heating and Air Conditioning Service Hourly for Various Locations in Lower Township on an As-Needed Basis (Multi-Temp Mechanical \$80 normal/\$115 after normal hours)

- Res. #2016-90 A Resolution Authorizing the Fourth Annual Escape the Cape Triathlon Scheduled for June 12, 2016
- Res. #2016-91 A Resolution Approving a Three Year Extension To The Management Agreement By And Between The Township of Lower And Friends of Fishing Creek School, Inc.
- Res. #2016-92 Authorizing the Payout of Terminal Leave (Z.Magnavita \$494.20)
- Res. #2016-93 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$23,000 Body Worn Camera Assistance Program)
- Res. #2016-94 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$2,400 Atlantic County JIF Safety Incentive Award)
- Res. #2016-95 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (\$1,000 Atlantic County JIF Wellness Incentive Award)
- Res. #2016-96 A Resolution of Support for Garden State Parkway, Contract No. P300.309 Interchange 0 Improvements; New Jersey Turnpike Authority
- Res. #2016-97 Approval of Seashore Community Church of the Nazarene's Request to Conduct a Flea Market/Spring Festival (May 7, 2016)
- Res. #2016-98 Contract Award with Advanced Electronic Design d/b/a Patrol PC for 46 Forty-Six Police Body Cameras (\$89,951.)
- Res. #2016-99 A Resolution Approving Payment of Year Two on an Inter-local Service Agreement Between the Township of Lower and Lower Township Fire District #3 (\$10,000)
- Res. #2016-100 A Resolution Authorizing the Purchase of Certain Real Property Located in the Township of Lower (4 Clearwater Dr \$200,000 plus \$1,000 towards closing)
- Res. #2016-101 Authorizing Payment of 2016 Pension Amounts Due (\$601,226 PERS & \$903,083 PFRS)
- Res. #2016-102 Resolution Approving Purchase of One (1) 45 Foot 2005 East Walking Floor Trailer From the Cape May County Municipal Utilities Authority (\$22,500)
- Res. #2016-103 Under 3% Emergency Resolution (N.J.S.A. 40A:4-48) (Capital Improvements – Excluded from CAPS)
- Res. #2016-104 Amending Resolution #2015-370 State Health Benefits Program (Certain Retirees will be subject to the terms of Chapter 78)
- Ordinance #2016-03 Bond Ordinance Amending Bond Ordinance #2015-10 (Which Provides for Drainage and Storm Water Management Improvements and Associated Road Work to Roseann Avenue and Bayshore Estates) Heretofore Finally Adopted by the Township Council of the Township of Lower, In the County of Cape May, State of New Jersey, on October 19, 2015, to Amend the Description Set Forth therein to include the Acquisition of Real Property – This is the first reading of this Ordinance. Second reading and Public Hearing is scheduled for April 4th.

Mayor Beck questioned Resolution #2016-96, if there would be an increase in liability to the Township. Manager Ridgway explained the conversations that took place resulting in the design change. Solicitor Stefankiewicz said the Township's liability would be minimal. Mayor Beck expressed concern about JIF coverage. Solicitor Stefankiewicz responded that the Township would still be covered. Council discussed the safety of traffic patterns and how they would affect different scenarios.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY		X	X			
SIMONSEN			X			
CLARK			X			
BECK			X			

Regular Agenda

Res. #2016-105

Approval for Payment to Lower Cape May Regional School District for Fifty Percent (50%) of a Portable Scoreboard

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY	X		X			
SIMONSEN					X	
CLARK		X	X			
BECK			X			

Administrative Reports

Monthly Reports – Clerk, Construction, Dog, Police Department, Tax Collector, Vital Statistics
Personnel Action Report

Council Comments

Councilman Conrad brought attention to the NJ Firemen's Membership Applications and is happy to see the number of volunteers growing. He also thanked the Recreation Department for another successful Easter Egg Hunt.

Councilman Perry commented on the spring weather and welcomed visitors and seasonal residents back to the Township. He also wished everyone a happy Easter.

Councilman Simonsen congratulated Eileen Kreis on a successful Run for the Fallen fundraiser. He encouraged everyone to get involved with the Relay for Life and invited members to join his team. He also wished everyone a safe and happy Easter.

Mayor Beck spoke about the passing of Dave Rutherford and expressed condolences to his family on behalf of the Environmental Board and thanked them for his contributions to the Township.

Call to the Public

Frank Sarraco, Lower Township, revealed what a great source of information Dave Rutherford was to the Township and voiced sadness about his passing.

Closed Session

Res. #2016-106

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. **Collective Bargaining Agreement Update / Lease of Real Property – Public Safety Building**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY	X		X			
SIMONSEN		X	X			
CLARK			X			
BECK			X			

Council adjourned to Executive Session at approximately 7:35 p.m.

Council returned from Executive Session at approximately 8:32 p.m.

Res. #2016-107

A Resolution Authorizing the Leasing of Certain Real Property Located in the Township of Lower from the County of Cape May (405 Breakwater Road – Public Safety Building)

Deputy Mayor Clark motioned to Table Resolution #2016-107, seconded by Councilman Perry.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD			X			
PERRY		X	X			
SIMONSEN			X			
CLARK	X		X			
BECK			X			

Res. #2016-108

A Resolution Authorizing the Sale of Certain Real Property Located in the Township of Lower to the County of Cape May (405 Breakwater Road – Public Safety Building)

Councilman Perry motioned to Table Resolution #2016-108, seconded by Councilman Conrad.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
PERRY	X		X			
SIMONSEN			X			
CLARK			X			
BECK			X			

Adjournment

There being no further business to address, motion to adjourn moved by Councilman Conrad, seconded by Councilman Perry. Motion to adjourn unanimous. Meeting adjourned at 8:35 p.m.

Mayor

Township Clerk

Approved:

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01519 TOM FOLS ELECTRICAL CONTRACTOR*	16-00711	03/11/16	BALLAS FOR BENNETTS	Open	300.00	0.00		
01602 THOMSON WEST*	16-00840	03/24/16	ANNUAL DISCIPLINARY BULLETIN	Open	360.00	0.00		
02045 LIBERTY PARKS AND PLAYGROUNDS*	16-00036	01/05/16	REC PLAYGROUND EQUIPMENT	Open	3,998.00	0.00		
02134 THOMAS KEYWOOD	16-00803	03/18/16	CONTRACTUAL REIMBURSEMENT- M	Open	624.16	0.00		
	16-00861	03/24/16	CONTRACTUAL REIMBURSEMENT-V	Open	180.00	0.00		
					804.16			
02402 MGL PRINTING SOLUTIONS	16-00622	03/07/16	ORIGINAL HOMESTEAD BENEFIT FOR	Open	197.00	0.00		
02461 JOHN MAHER	16-00859	03/24/16	CONTRACTUAL REIMBURSEMENT- M	Open	2,264.01	0.00		
02607 MICHAEL MAJANE	15-01028	04/28/15	2015 EQUIP. ALLOWANCE	Open	150.00	0.00		B
02947 DONALD MURPHY	16-00804	03/18/16	CONTRACTUAL REIMBURSEMENT- M	Open	720.00	0.00		
03026 NJ STATE HEALTH BENEFITS	16-00848	03/24/16	HEALTH BENEFITS- APRIL 2016	Open	303,954.59	0.00		
03104 NORTHEAST IND. & MARINE SUPPLY*	16-00742	03/14/16	PARTS F/RDS/SANT/RECY/MARCH	Open	1,276.34	0.00		
	16-00743	03/14/16	PARTS FOR ROADS/FEB.	Open	1,409.24	0.00		
					2,685.58			
03305 PEDRONI FUEL*	16-00841	03/24/16	NO LEAD / GAS	Open	119.09	0.00		
03350 MICHAEL PERRY	15-01033	04/28/15	2015 EQUIP. ALLOWANCE	Open	150.00	0.00		B
	16-00593	03/02/16	2016 EQUIP. ALLOWANCE	Open	150.00	0.00		B
					300.00			
03465 R&R ELECTRONICS, INC.*	16-00719	03/14/16	RADAR MAINT CONTRACT 2/16-1/17	Open	2,037.30	0.00		
03491 RENTAL COUNTRY*	16-00487	02/24/16	RENTAL/BRUSH HOG/TAHOE CLEANUP	Open	612.96	0.00		
	16-00488	02/24/16	POLE HEDGE TRIMMER	Open	447.96	0.00		
					1,060.92			
03518 RIGGINS, INC.*	16-00880	03/29/16	OFF HIGHWAY DIESEL	Open	391.70	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03522 TSI INC	16-00499	02/24/16	CALIBRATION PORTACOUNT PRO 803	Open	715.54	0.00		
03586 SCHEDULE SOFT	16-00670	03/10/16	CONTRACT PROGRAM 5/16-4/17	Open	4,200.00	0.00		
03692 SOUTH JERSEY GAS CO*	16-00865	03/28/16	MARCH 2016 GAS BILL	Open	6,356.62	0.00		
03727 EDWARD STRING	16-00889	03/30/16	CONTRACTUAL REIMBURSEMENT-M	Open	1,698.96	0.00		
03799 LINDA THOMAS	16-00713	03/11/16	REFUND -LACROSSE REGISTRATION	Open	15.00	0.00		
03810 MUNICIPAL UTIL AUTH USAGE COST	16-00869	03/28/16	SEWER BILLING DUE 4/1/2016	Open	1,160.00	0.00		
03814 UNIVERSAL COMPUTING SERV., INC*	16-00624	03/07/16	MAILERS	Open	395.10	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL	16-00789	03/15/16	REIMBURSE HALF OF TOTAL BILL	Open	124.63	0.00		
03844 GIACOMO TROMBETTA	16-00885	03/30/16	CONTRACTUAL REIMBURSEMENT- V	Open	185.00	0.00		
	16-00886	03/30/16	CONTRACTUAL REIMBURSEMENT- M	Open	22.64	0.00		
					207.64			
03969 VERIZON	16-00866	03/28/16	VERIZON PHONE BILL FEB 2016	Open	3,694.51	0.00		
04097 CINTAS FIRST AID AND SAFETY*	16-00807	03/21/16	FIRST AID SUPPLIES	Open	137.18	0.00		
	16-00858	03/24/16	FIRST AID SUPPLY TOWNHALL	Open	304.95	0.00		
					442.13			
04158 HUFFMAN'S FLOOR COVERING*	16-00715	03/11/16	FLOORING FOR CONSTRUCTION BLDG	Open	4,828.65	0.00		
04300 W B MASON CO INC*	16-00537	03/01/16	OFFICE SUPPLIES	Open	122.41	0.00		
06022 PERSONAL TOUCH PAINTING INC*	16-00802	03/18/16	PAINTING ANNEX BLDG	Open	4,900.00	0.00		
06027 TIMOTHY SUTTERA JR*	16-00372	02/05/16	Apple I-pad screen repair	Open	200.00	0.00		
6059 USABLE LIFE	16-00884	03/30/16	APRIL 2016 LIFE INSURANCE	Open	538.65	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6061 AMERIHEALTH ADMINISTRATORS	16-00872	03/28/16	3/28/2016 HEALTH	Open	3,811.03	0.00		
6063 CAPE MINING & RECYCLING, LLC*	16-00759	03/14/16	ASPHALT PICKED UP	Open	235.10	0.00		
6080 OMAHA STANDARD, LLC*	16-00515	02/25/16	TARPS/TRUCKS	Open	655.71	0.00		
7098 SHORE VETERINARIAN ANIMAL *	16-00064	01/07/16	16-26 FINAL YEAR ANIMAL CONT	Open	4,250.00	0.00		B
7129 SPILKER FUNERAL HOME	16-00648	03/10/16	REIMBURSE DUPLICATE PAYMENT	Open	100.00	0.00		
7196 LAUREN HUGGINS SUIT*	16-00063	01/07/16	RES 2016-30 PIO DNE \$10,400	Open	866.67	0.00		
7437 ECOVERSE INDUSTRIES LTD*	15-01866	07/14/15	2016 COMPOST WINDROW TURNER	Open	417,602.00	0.00		
7464 MICHAEL J OLIVER	16-00631	03/07/16	BOUNCE HOUSES FOR EASTER HUNT	Open	300.00	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	16-00059	01/07/16	2016 LEGAL MONTHLY DNE \$28k	Open	2,333.33	0.00		B
7508 BLANEY & KARAVAN PC*	16-00062	01/07/16	2016-33 PROSECUTOR \$23 DNE	Open	1,916.66	0.00		B
7522 MIDCO AC SUPPLY*	16-00376	02/05/16	AIRPLABE CLASS SUPPLIES	Open	273.63	0.00		
7546 KATIE MEUSE	16-00712	03/11/16	REGISTRATION REFUND-LACROSSE	Open	20.00	0.00		
7551 NEHMAD PERILLO & DAVIS, PC	16-00795	03/15/16	REFUND SITE PLAN REVIEW FEE	Open	95.00	0.00		
7554 BRYANT PETTY	16-00855	03/24/16	BASKETBALL OFFICIAL	Open	155.00	0.00		
NELCO005 Nelco	16-00888	03/30/16	1095 C PROCESSING	Open	653.00	0.00		
Total Purchase Orders: 70				Total P.O. Line Items: 0	Total List Amount: 899,159.39	Total Void Amount: 0.00		

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

RESOLUTION #2016-110

**Title: A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR
LIGHTHOUSE POINTE MARINA CONDO ASSOCIATION OF CAPE MAY, INC;
BLOCK 806, LOT 4.01, ESCROW #P09-05-06**

WHEREAS, Mr. Harold Pearl and Lighthouse Pointe Marina, Inc. posted a Performance Guarantee with the Township of Lower, in the cash amount of \$21,254.40; and

WHEREAS, the Township Engineer has recommended that the improvements having a total value of \$21,254.40 have been properly installed and are presently acceptable; and

WHEREAS, the Township Engineer has recommended that the Performance Bond be released by the remaining amount of \$13,304.40 leaving a balance of \$2,656.80, on account as a Maintenance Guarantee.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, the Governing body thereof, that the Performance Guarantee of \$21,254.40 be and hereby is released leaving a balance of \$2,656.80 on account.

BE IT FURTHER RESOLVED that the Township Treasurer is granted permission to issue a check in the amount of \$10,647.60 plus any accrued interest in payment of the above reduced Performance Guarantee.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Michael Beck &
Council members

FROM: William J. Galestok, PP,AICP
Director of Planning

DATE: March 23, 2016

RE: Performance Guarantee Release
Lighthouse Pointe Marina Pool
Block 806, Lot 4.01
Twp. Escrow #P09-05-06
Resolution # 2016-110

The Land Development Ordinance of the Township of Lower, Chapter, XVI, Subsection 400-81E, requires that, "The governing body shall by resolution, release or declare in default each Performance Guarantee".

Pursuant to the above referenced Subsection 400-81E, Resolution # 2016-110 is required to release the Performance Guarantee held in trust by the Township of Lower for Lighthouse Pointe Marina, Block 806, Lot 4.01. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer, Hatch Mott MacDonald.

The Township Engineer recommends release of the retained \$13,304.40.

The inspection and construction costs of the bonded improvements have been paid for by the developer. All mandated improvements must be completed for the project's final approval.

Subsection 400-81F(3) of the Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee, in an amount equal to not more than fifteen percent (15%) of the original estimate of the cost of improvements, shall be filed by the owner. Therefore, \$2,656.80, which is fifteen percent, shall be retained as the Maintenance Guarantee.

cc: financial file

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

RESOLUTION #2016-111

TITLE: AUTHORIZATION FOR WAIVER OF FEES FOR CALVARY CHAPEL CAPE MAY

WHEREAS, the Calvary Chapel Cape May, located at 596 Seashore Road be making application for permits for a heating/air conditioning system; and

WHEREAS, the Calvary Chapel Cape May is a non- profit organization and has requested the Township waive the permit fees associated with the reconstruction of the entrance; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that all permissible Township permit fees associated with installation of the new heating/air conditioning system be waived.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

Calvary Chapel Cape May
PO Box 1075
North Cape May, NJ 08204
609-884-5821

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

Dear Council Members:

My name is David Schenk; I am the Pastor of Calvary Chapel Cape May, located at 596 Seashore Road in the Erma section of Lower Township.

We are currently trying to improve our building with a new heating and air conditioning system in our main meeting area and are in the process of obtaining the required permits. I am writing you this letter to request that the permit fees be waived, as we are a non-profit corporation named, "Calvary Chapel Cape May, Inc.

We appreciate your time and consideration in this matter.

Respectfully,

A handwritten signature in cursive script that reads "David J. Schenk".

David J. Schenk
Pastor, Calvary Chapel Cape May

Enclosure: Internal Revenue Service Tax Exempt Certificate.

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

RESOLUTION # 2016-112

TITLE: A RESOLUTION AMENDING RESOLUTION #2016-100; AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED IN THE TOWNSHIP OF LOWER; TO INCLUDE SETTLEMENT COSTS

WHEREAS, the Township of Lower unanimously passed Resolution #2016-100 on March 21, 2016 approving the purchase of 4 Clearwater Drive at the agreed upon purchase price of \$200,000 plus \$1,000 towards Seller's closing costs; and

WHEREAS, settlement took place on March 29, 2016 and the settlement costs to the Township of Lower per the attached Settlement Statement totaled \$1,570.57 due at the settlement table.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the above settlement cost, which was due at the time of settlement, be approved.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number NWW-16577-16
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	7. Loan Number
			8. Mortgage Ins Case Number
<p>C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</p>			
<p>D. Name & Address of Borrower Township of Lower 2690 Bayshore Road Villas, NJ 08251</p>		<p>E. Name & Address of Seller Anthony S Gigliotti 1104 Crest Road Leesport, PA 19533</p>	
<p>F. Name & Address of Lender</p>			
<p>G. Property Location Lot 9, Block 494.27, Lower Township, Cape May County, New Jersey 4 Clear Water Drive North Cape May, NJ 08204</p>		<p>H. Settlement Agent Name Shore Title Agency, Inc.-North Wildwood 107 East 17th Avenue, Suite 100 North Wildwood, NJ 08260 Tax ID: 22-2818799</p>	
		<p>Place of Settlement North Wildwood Office 107 East 17th Street Suite 100 North Wildwood, NJ 08260</p>	<p>I. Settlement Date 3/29/2016 Fund: 3/29/2016</p>
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$200,000.00	401. Contract Sales Price	\$200,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,551.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. Municipal Property Taxes 03/30/16 thru 03/31/16	\$17.31	406. Municipal Property Taxes 03/30/16 thru 03/31/16	\$17.31
107. Municipal Water/Sewer		407. Municipal Water/Sewer	
108. Municipal Sewer 03/30/16 thru 03/31/16	\$1.76	408. Municipal Sewer 03/30/16 thru 03/31/16	\$1.76
109. Condo Dues		409. Condo Dues	
110. Condo Hazard Ins		410. Condo Hazard Ins	
111. Condo Flood Ins		411. Condo Flood Ins	
112.		412.	
113. Credit towards closing costs	\$1,000.00	413. Credit towards closing costs	\$1,000.00
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$202,570.57	420. Gross Amount Due to Seller	\$201,019.07
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$1,305.41
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff - Provident Funding/ 9524010075	\$143,930.92
205.		505. Payoff of second mortgage loan	
206.		506.	
207. Exchange Funds		507.	
208.		508. Exchange Proceeds	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. Municipal Property Taxes		510. Municipal Property Taxes	
211. Municipal Water/Sewer		511. Municipal Water/Sewer	
212. Municipal Sewer		512. Municipal Sewer	
213. Condo Dues		513. Condo Dues	
214. Condo Hazard Ins		514. Condo Hazard Ins	
215. Condo Flood Ins		515. Condo Flood Ins	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$145,236.33
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$202,570.57	601. Gross Amount due to seller (line 420)	\$201,019.07
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$145,236.33
303. Cash From Borrower	\$202,570.57	603. Cash To Seller	\$55,782.74
<p>Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.</p>		<p>Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.</p>	

1. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price		\$0.00	@ % = 50.00	Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
701.	to			Settlement	Settlement
702.	to				
703. Commission Paid at Settlement				\$0.00	\$0.00
704.	Smoke & CO Detector Cert Reimbursement	to			
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee %	to			
802.	Loan Discount %	to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Application Fee	to			
808.	Tax Service Fee	to			
809.	Flood Cert Fee	to			
810.	Commitment Fee	to			
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from 3/29/2016 to 4/1/2016 @ \$0/day				
902.	Mortgage Insurance Premium for months	to			
903.	Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	Municipal Property Taxes	months @	per month		
1004.	Municipal Water	months @	per month		
1005.	Municipal Sewer	months @	per month		
1006.	Condo Dues	months @	per month		
1007.	Condo Hazard Ins	months @	per month		
1008.	Condo Flood Ins	months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee	to Shore Title Agency Inc.		\$250.00	\$250.00
1102.	Tax, Tidelands & Upper Cis.	to Shore Title Agency		\$101.50	
1103.	Title examination	to Shore Title Agency		\$100.00	
1104.	Wire In	to Shore Title Agency			
1105.		to			
1106.	Notary fees	to Settlement Officer		\$25.00	
1107.	Attorney's fees	to			
(includes above items numbers:)					
1108.	Title insurance	to Shore Title		\$950.00	
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00			
1110.	Owner's coverage	\$200,000.00			
1111.	Escrow fee	to			
1112.	Notice of Settlement	to Shore Title		\$25.00	
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$100.00 ; Mortgage ; Rel \$75.00	to Shore Title	\$100.00	\$75.00
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed \$935.00 ; Mortgage	to Cape May County Clerk		\$935.00
1204.	Buyer Transfer Fee/"Mansion Tax"	to Cape May County Clerk			
1205.	2% Minimum NJ Gross Income Tax	to N/A			
1206.	Transfer Tax Exemption	to Cape May County Clerk			-\$935.00
1300. Additional Settlement Charges					
1301.	Survey	to Waived by buyer			
1302.	Pest Inspection	to Waived by buyer			
1303.	Legal Fees (Seller)	to Barry, Corrado & Grussi, PC			\$902.50
1304.	Legal Fees (Buyer)	to POC by Buyer			
1305.	2016 1st Qtr RE Taxes	to Lower Township Tax Collector	POC (S) \$787.50		
1306.	Sewer Charges	to Lower Township MUA	POC (S) \$80.00		
1307.	Water Charges	to Lower Township MUA			\$52.91
1308.	Wire Fee for Payoff	to Shore Title			\$25.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$1,551.50	\$1,305.41

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

By James Ridgway

Anthony S Gigliotti

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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

RESOLUTION # 2016-113

TITLE: APPROVAL FOR SIX (6) CONCERT SHOWS SERIES TO BE HELD AT DELAWARE RIVER BAY AUTHORITY FERRY TERMINAL TO MEDIA FIVE LTD AND FRANK KIELB ENTERTAINMENT

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 Six (6) 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:			
	<u>Band</u>	<u>Date</u>	<u>Cost</u>	<u>Township Share</u>
	Soul Cruisers	7/13/2016	\$4250.00	\$2125.00
	Separate Ways	7/20/2016	\$3500.00	\$1750.00
	Jamison	8/10/2016	\$3000.00	\$1500.00
	Danny V's	8/17/2016	\$3500.00	\$1750.00
TO:	Frank Kielb Entertainment (FKE)			
	The Glimmer Twins	7/27/2016	\$4000.00	\$2000.00
	PhillBilly	8/03/2016	\$3500.00	\$1750.00
	<u>TOTAL</u>		<u>\$21,750.00</u>	<u>\$10,875.00</u>

WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A-F, which will be paid upon completion of each event; and

WHEREAS, the DRBA has authorized a contribution of \$10,875.00 towards the entertainment events; and

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

 Lauren Read, CFO

 6-01-30-420-259
 Budget Account

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

AWARD TO:	MEDIA FIVE ENTERTAINMENT (4) Four Concerts
SUB TOTAL:	\$14,250.00 Total (\$7,125.00 Township Portion)
AWARD TO:	FRANK KIELB ENTERTAINMENT (2) Two Concerts
SUB TOTAL:	\$7,500.00 Total (\$3,750.00 Township Portion)
COMPLETE TOTAL:	\$21,750.00 (\$10,875.00 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						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

Lower Township Department of Parks & Recreation

Mitchell B. Plenn

Superintendent of Parks & Recreation

Bruce Fournier

Assistant Superintendent of Parks & Recreation

2600 Bayshore Road
Villas, New Jersey 08251

Telephone (609) 886- 7880 ext.8

Fax (609) 886-7838

E-mail recreation@townshipoflower.org

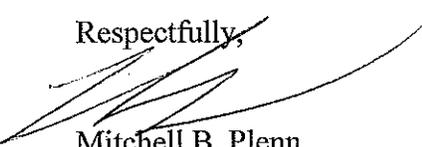
March 9, 2016

Heath Gehrke
Director of Operations
Delaware River and Bay Authority
P.O. Box 827
North Cape May, New Jersey 08204

Mr. Gehrke;

I am writing to you to request confirmation of payment for the five bands for the summer concert series that our department and your authority have entered into a shared services agreement together for the summer of 2016. This year's summer concert series is going to consist of six shows. The amount for reimbursement for encumbered funds from your authority for the six bands is going to be \$10,875.00. For confirmation, I have already provided Mike Porch with copies of our contracts for all bands for your records. Payment can be made to **Township Of Lower.** Thanking you in advance for your anticipated cooperation. Please contact me directly using the information provided above for any necessary additional information.

Respectfully,



Mitchell B. Plenn
Superintendent of Parks and Recreation



Bruce Fournier
Assistant Superintendent of Parks and Recreation

Cc:
Jim Ridgway, Township Manager
Julie Picard, Township Clerk

Lower Township Department of Parks & Recreation

Mitchell B. Plenn

Superintendent of Parks & Recreation

Bruce Fournier

Assistant Superintendent of Parks & Recreation

2600 Bayshore Road
Villas, New Jersey 08251

Telephone (609) 886- 7880 ext.8

Fax (609) 886-7838

E-mail recreation@townshipoflower.org

To: Mr. Heath Gehrke

From: Mitchell B. Plenn

Re: Lower Township Department of Parks and Recreation Concert Series w/ DRBA

Date: March 9, 2016

INVOICE FOR BANDS

07/13/16	SOUL CRUISERS	\$4250.00	\$2125.00(DRBA)
07/20/16	SEPARATE WAYS	\$3500.00	\$1750.00(DRBA)
07/27/16	THE GLIMMER TWINS	\$4000.00	\$2000.00(DRBA)
08/03/16	PHILLBILLY	\$3500.00	\$1750.00(DRBA)
08/10/16	JAMISON	\$3000.00	\$1500.00(DRBA)
08/17/16	DANNY V'S	\$3500.00	\$1750.00(DRBA)

TOTAL AMOUNT FOR BANDS SUMMER OF 2016= \$21750.00

TOTAL AMOUNT PAID BY DRBA = \$10875.00



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

CONTRACT NO.
68419
 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 **November 11, 2015** between **Steven Barlotta** herein referred to as "Artist" providing the services of **Sensational Soul Cruisers** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday July 13, 2016** B. Hours of Engagement **4:45-8:00** C. Sets **2-75**

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$4,250.00** Per Night / Band to provide sound, lights and operators / \$1500 buyout if canceled by rain in advance of leaving. Once band arrives and canceled for rain, \$2500 to be paid / Purchaser to provide dressing room for 12, hospitality and parking for 12 vehicles

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: **\$1,000.00** 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 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.

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

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)
Steven Barlotta
 c/o Media Five Ltd.
 3005 Brodhead Road Suite 170
 Bethlehem PA 18020
David Sestak
 Booking Agent

Buyer Email:
 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. 68235

NJ License# BWO365500

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

ENGAGEMENT AGREEMENT

- 1. This Agreement made on October 29, 2015 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 2600 Bayshore Road Villas NJ
B. Type of Engagement 100% Headline
2. A. Date(s) of Engagement Wednesday July 20, 2016 B. Hours of Engagement 4:45-8:00 C. Sets 2-60s
BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE
3. Engagement Price Agreed Upon \$3,500.00 Per Night; Band Provide Complete PA and Operator / Rain or Shine event / Purchaser to provide Covered Stage, Dressing Room, Hospitality / Encore between 5:30 PM and 8:30 PM

- 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.
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: \$1,000.00 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 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.
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
XBy [Signature]
Purchaser Signature (or an authorized agent thereof)
Lower Township Department of Parks and
Lower Township Department of
2600 Bayshore Road
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT
Artist Name / Federal ID#
XBy [Signature]
Artist Signature (or an authorized agent thereof)
Frank Kielb Entertainment Inc
c/o Media Five Ltd.
3005 Brodhead Road Suite 170
Bethlehem PA 18020
David Sestak
Booking Agent

Buyer Email:
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)



All American Associated Booking Co. Inc.

610-325-4540

CONFIRMATION OF AGREEMENT / INVOICE #: 706072716

ATTN: Jim Ridgway
Lower Township Parks and Recreation

DATE: 10/27/15

NAME OF ACT/ARTIST: THE GLIMMER TWINS (www.theglimmertwins.net)

PERFORMANCE LOCATION: Lower Township Parks & Recreation
2600 Bayshore Road
Villas, NJ 08251

PERFORMANCE DATE: Wednesday, July 27th, 2016

HOURS OF PERFORMANCE: Two (2) sixty (60) minute sets plus encore
Showtime: 4:45-8pm

PRICE AGREED UPON: \$4000.00

AGREEMENT: Please sign and return one (1) copy of this agreement by Friday, November 27th, 2015.

PAYMENT #1: Please send full \$4000.00 check payable to The Glimmer Twins, LLC to our office within thirty (30) days of job completion.

PLEASE RETURN AGREEMENT BY FRIDAY, NOVEMBER 27TH, 2015.



All American Associated Booking Co. Inc.

610-325-4540

CONFIRMATION OF AGREEMENT / INVOICE #: 706072716

THE GLIMMER TWINS will provide their own production (sound/lights/tech), backline & transportation.

LOWER TOWNSHIP will provide:

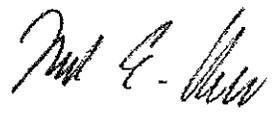
- 1) LOAD IN/ SOUND CHECK TIME:**
 - a. Load in Glimmer Twins: TBA**
 - b. Sound check: TBA**
- 2) HOSPITALITY (FOOD & DRINK) FOR TWELVE (12)**
- 3) Dressing area convenient to performance area**
- 4) Two (2) cases of bottled water**

PLEASE BE ADVISED THAT: THE GLIMMER TWINS 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 7/27/16 for THE GLIMMER TWINS will be booked through Frank Kielb, Frank Kielb Entertainment, Inc.

X  _____ Date 12/8/2015

MITCHELL PLENN

X  _____ Date 10/27/15

FRANK KIELB FOR FRANK KIELB ENTERTAINMENT, INC.



All American Associated Booking Co. Inc.

610-325-4540

CONFIRMATION OF AGREEMENT / INVOICE #: 706080316

ATTN: Jim Ridgway
Lower Township Parks and Recreation

DATE: 10/27/15

NAME OF ACT/ARTIST: PHILBILLY (www.philbillymusic.com)

PERFORMANCE LOCATION: Lower Township Parks & Recreation
2600 Bayshore Road
Villas, NJ 08251

PERFORMANCE DATE: Wednesday, August 3rd, 2016

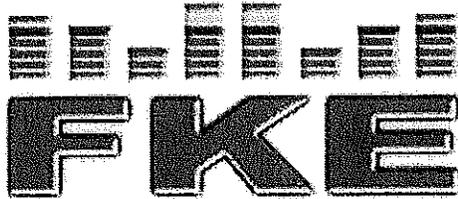
HOURS OF PERFORMANCE: Two (2) sixty (60) minute sets plus encore
Showtime: 4:45-8pm

PRICE AGREED UPON: \$3500.00

AGREEMENT: Please sign and return one (1) copy of this agreement by Friday, November 27th, 2015.

PAYMENT #1: Please send full \$3500.00 check payable to Frank Kielb Entertainment, Inc. to our office within thirty (30) days of job completion.

PLEASE RETURN AGREEMENT BY FRIDAY, NOVEMBER 27TH, 2015.



FRANK KIELB ENTERTAINMENT

All American Associated Booking Co. Inc.

610-325-4540

CONFIRMATION OF AGREEMENT / INVOICE #: 706080316

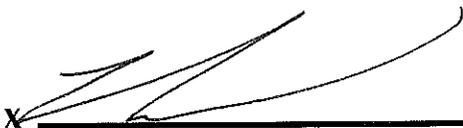
PHILBILLY will provide their own production (sound/lights/tech), backline & transportation.

LOWER TOWNSHIP will provide:

- 1) LOAD IN/ SOUND CHECK TIME:**
 - a. Load in Philbilly: TBA
 - b. Sound check: TBA
- 2) HOSPITALITY (FOOD & DRINK) FOR EIGHT (8)**
- 3) Dressing area convenient to performance area**
- 4) Two (2) cases of bottled water**

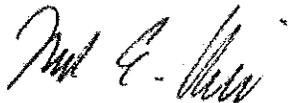
PLEASE BE ADVISED THAT: PHILBILLY will not be penalized or held accountable for technical, logistical, acts of God, etc. problems (such as but not limited to lack of power) which are due to the workings of the place of engagement or caused by "the purchaser" which may inhibit their show in any way.

Purchaser agrees that all dates for a period of two (2) years from 8/3/16 for PHILBILLY will be booked through Frank Kielb, Frank Kielb Entertainment, Inc.

X 

MITCHELL PLENN

Date 12/8/2015



X _____
FRANK KIELB FOR FRANK KIELB ENTERTAINMENT, INC.

Date 10/27/15



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

CONTRACT NO.
68456

NJ License# BWO365500

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

ENGAGEMENT AGREEMENT

1. This Agreement made on **November 17, 2015** between **Frank Daley** herein referred to as "Artist" providing the services of **Jamison** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday August 10, 2016** B. Hours of Engagement **4:45-8:00** C. Sets **2-70s**
 BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$3,000.00** Per Night; Band Provide Complete PA and Operator / Rain or Shine event / Purchaser to provide Covered Stage, Dressing Room, Hospitality

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: **\$1,000.00** 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 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, taping, 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 shall 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 attorney's 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

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

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

XBy _____
 Artist Signature (or an authorized agent thereof)
Frank Daley
 c/o Media Five Ltd.
 3005 Brodhead Road Suite 170
 Bethlehem PA 18020
David Sestak

Buyer Email:

Booking Agent

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.
68499

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 **November 25, 2015** between **Danny V's 52nd Street Band The Ultimate** and **Lower Township Department of Parks and** herein referred to as "Artist" providing the services of **Lower Township Department of Parks and** herein referred to as "Purchaser."
 A. Place of Engagement **Lower Township Department of Parks and** 2600 Bayshore Road Villas NJ
 B. Type of Engagement **Concert**
 2. A. Date(s) of Engagement **Wednesday August 17, 2016** B. Hours of Engagement **4:45-8:00** C. Sets **2-60**
 BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE
 3. Engagement Price Agreed Upon **\$3,500.00** Per Night / 11 AM rain cancelation, If canceled, deposit goes to band Once bands leaves for show, PAID IN FULL / Band to provide Sound/Lights/Operators

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: **\$1,000.00** 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 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 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, 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)
 c/o Media Five Ltd.
 3005 Brodhead Road Suite 170
 Bethlehem PA 18020
David Sestak
 Booking Agent

Buyer Email:
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)

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

RESOLUTION # 2016-114

Title: AUTHORIZING PAY OUT OF TERMINAL LEAVE

WHEREAS, the employee listed below is scheduled to retire from the Township and is entitled to payment for accumulated vacation, sick, 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 in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that a payment due to Robert Bailey, Sr. in the amount of \$ 58,907.62 is authorized and chargeable to the 2016 Budget Account 6-01-56-910-199.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

Bailey, Robert Sr.

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 DATE: 4/1/2016

EMPLOYEE: Bailey, Robert Sr.
 DATE OF RESIGNATION: 4/1/2016
 DATE OF PAYMENT: _____
 RESOLUTION #: _____

Annual Salary:	\$75,773.00
Hourly Rate:	\$36.43
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	36.43	0.00
Personal	13.88	36.43	505.81
Sick	1,440.00	36.43	52,458.23
Vacation	163.15	36.43	5,943.58
	1,617.04		
Terminal Leave Payout			\$58,907.62

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)	
	Carryover	Annual	12 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp				0.00		0.00	
Personal	6.50	32.00	0.23	7.38	0.00	13.88	
Sick	2,851.00	120.00	0.23	27.69	81.00	1,440.00	1440 max sick hours
Vacation	117.00	200.00	0.23	46.15	0.00	163.15	
Total	2,974.50	352.00	0.69	81.23	81.00	1,617.04	

Accrual and time used are current to 03/30/2016 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 # 2016-115

TITLE: AWARD OF PROFESSIONAL SERVICE CONTRACT WITH MARSH & MCLENNAN FOR INSURANCE BROKERAGE SERVICES

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 Township of Lower Township has the need to retain Insurance Brokerage services as outlined in the agreement attached hereto; and

WHEREAS, the term of said contract will be April 1, 2016 thru December 31, 2016 for an amount of \$20,000; and

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

Lauren Read, CFO

6-01-23-220-400
Budget Account

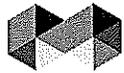
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township Manager is hereby authorized to sign the Insurance Brokerage Agreement attached hereto and said agreement is hereby awarded.

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						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

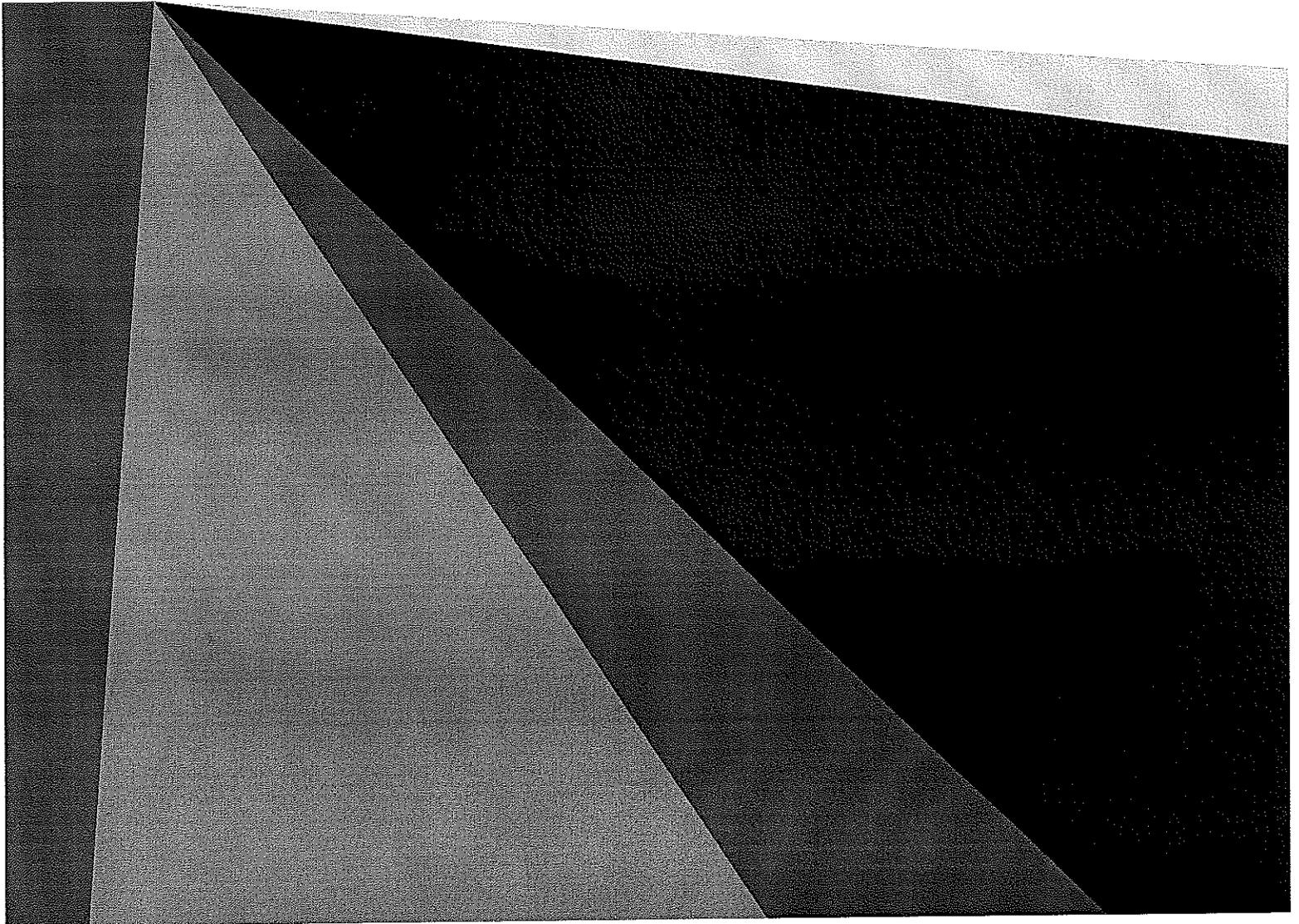


MARSH & McLENNAN
AGENCY

WORLD CLASS. LOCAL TOUCH.

PROFESSIONAL SERVICES AGREEMENT TOWNSHIP OF LOWER

2016, APRIL 1ST



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Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of 4/1/2016 through 12/31/2016, by and between The Township of Lower, and Marsh & McLennan Agency LLC (Northeast) (herein referred to as "MMA").

NOW, THEREFORE, in consideration of mutual covenants and representations set forth in the Agreement, the parties hereby agree as follows:

TERMS AND CONDITIONS

ARTICLE I. SERVICES PROVIDED BY MMA

1.1 Obligation to Provide Services; Work Orders. MMA shall provide health and welfare consulting, and other services as and when requested by Client from time to time (collectively, the "Services" or "In Scope Services"), as set forth in Exhibit A. The parties may agree at any time to modify the Services; provided, however, that all such modifications must be in writing and signed by both parties.

1.2 Quality of Services. MMA represents and warrants to Client that the Services performed by MMA hereunder will be of professional quality, consistent with generally-accepted industry standards and expectations for work of a similar nature. MMA's employees and agents shall be adequately trained to perform such Services. MMA shall control the manner and means by which it performs the Services, subject to the express provisions of this Agreement.

ARTICLE II. COMPENSATION SUMMARY & DISCLOSURES

2.1 Annual Compensation. MMA agrees to provide the Services outlined in Exhibit A for the outlined pricing in Exhibit B: Brokerage Services Fees (the "Fees" or "Services Fees"). The form of MMA's compensation, whether by commission, fee, or both, shall not affect MMA's role as insurance broker or the scope of the Services to be provided by MMA.

2.2 Out-of-Scope Services. In the event that additional services, which fall outside the scope of Services described in Exhibit A, are requested by Client, MMA will contact Client immediately and mutually-agree on the cost and completion of these additional services. A written description of these additional services and the agreed-upon compensation will be provided each time as an addendum to this Agreement.

2.3 Compensation Disclosure. Please see Appendix A for our compensation disclosure, which we may update from time to time.

ARTICLE III. PROVISION OF INFORMATION AND ASSISTANCE

3.1 Information and Data. The Client shall provide all necessary and reasonably requested information, direction and cooperation to enable MMA to provide the Services hereunder. The client agrees that MMA may use all information and data supplied by the Client or on its behalf without independently verifying the accuracy, completeness or timeliness of it.

3.2 Delays or Liability. MMA shall not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data, or if the Client does not provide adequate access to its employees, agents or other representatives necessary for us to perform the Services. MMA shall be entitled to charge the Client in respect of any additional work carried out as a result.

ARTICLE IV. CONFIDENTIALITY

4.1 Confidentiality. The Client may provide MMA with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by MMA under this Agreement, including Non-Public Personal Information. Neither MMA nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of Client for any purpose except in furtherance of the Services rendered by MMA to Client. MMA shall take all steps reasonably required to maintain the confidentiality of Confidential Information in MMA's possession.

4.2 Transmission. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with MMA's obligations hereunder unless such use is contrary to Client's express instructions. For the purposes of this provision, "Non-Public Personal Information" shall mean any Client customer, retiree or employee name accompanied by any of the following data elements that are not encrypted: (a) social security numbers; (b) driver's license number or government issued ID numbers; (c) account, credit card number, debit card number (in combination with any required password that would permit access to the individual's financial account); (d) banking information; (e) date of birth; (f) protected health information; and (g) employee salary information.

4.3 Public Domain. The restrictions and agreements set forth above shall not apply to any Confidential Information: (i) which is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of MMA; (iii) which MMA's records demonstrate was developed independently by MMA or was received by MMA from a third party which MMA had no reason to believe had any confidentiality or fiduciary obligation to the Client with respect to such information; (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, MMA shall, to the extent practical, give prior timely notice of such disclosure to the Client to permit the Client

to seek a protective order, and, absent the entry of such protective order, MMA shall disclose only such Confidential Information that MMA is advised by its counsel must be disclosed by law; or (v) following the lapse of two years after disclosure of such information to MMA; provided, however, that MMA's confidentiality obligation hereunder relating to Non-Public Personal Information shall continue indefinitely.

4.4 Retain Confidential Information. Notwithstanding anything to the contrary in this Agreement, but subject to the terms and conditions set forth in this provision, MMA may (i) retain copies of Confidential Information that is required to be retained by law or regulations, (ii) retain copies of our work product that contain Confidential Information for archival purposes or to defend our work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned to the Client or destroyed. MMA may retain Client's information in paper or imaged format and MMA may destroy paper copies if it retains digital images thereof.

ARTICLE V. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

5.1 Work. All materials prepared by MMA specifically and exclusively for the Client pursuant to this Agreement (the "Work") shall be owned exclusively by the Client.

5.2 Copyright, Patent and Other Intellectual Property Rights. Notwithstanding anything to the contrary set forth in this Agreement, MMA shall retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by us before the commencement of, or developed or acquired by MMA during or after, the performance of the Services, including without limitation, all systems, software, specification, documentation and other material created, owned or licensed and used by MMA's affiliates or subcontractors in the course of providing the Services (the "Intellectual Property"), and MMA shall not be restricted in any way with respect thereto. "Intellectual Property" shall also include all MMA-owned websites and related content. To the extent any Work incorporates any Intellectual Property, MMA hereby grants the Client with non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work internally in accordance with the terms of this Agreement.

5.3 Indemnification. Unless MMA provides its prior written consent, the Client shall not use, in a manner other than as mutually contemplated when MMA was first retained by the Client to perform the Services, or disclose to any third party, other than Client's attorneys, accountants or financial advisors with a need to know and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement, any Work or Intellectual Property or other material supplied by MMA under this Agreement, and the Client shall be responsible for, and MMA shall have no liability with respect to, modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA. The

Client shall indemnify, defend and hold MMA and its affiliates harmless in respect of any Loss incurred by MMA as a result of the Client's breach of this obligation or any modifications made by any person other than MMA to the Work, Intellectual Property or other work product provided to the Client by MMA.

ARTICLE VI. REPRESENTATIONS AND YOUR RESPONSIBILITIES

The Client represents and confirms that:

- 6.1** the Client has full power and authority to enter into this Agreement;
- 6.2** the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and
- 6.3** this Agreement has been duly authorized and will be binding according to its terms.

Client shall be solely responsible for the accuracy and completeness of all information that you furnish to MMA and/or insurers, and sign any required application for insurance. MMA shall not be responsible for verifying the accuracy or completeness of any information that Client provides, and MMA shall be entitled to rely on that information. MMA shall have no liability for any errors, deficiencies or omissions in any Services provided to Client, including the placement of insurance on its behalf, that are based on inaccurate or incomplete information provided to MMA. Client understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Client agrees that all decisions regarding the amount, type or terms of coverage shall be its ultimate responsibility. While MMA may provide advice and recommendations, Client must decide the specific coverage that is appropriate for your particular circumstances and financial position. Client will review all policy documents provided to it by MMA. Client acknowledges that, in performing services, MMA and its affiliates are not acting as a fiduciary for Client, except to the extent required by applicable law, and do not have a fiduciary or other enhanced duty to Client.

ARTICLE VII. LIMITATION OF LIABILITY

7.1 Liability. The aggregate liability of the MMA to the Client, its affiliates and its and their officers, directors or employees or any third party for any and all Losses arising out of or relating to the provision of any Services at any time by any of the MMA shall not exceed the total commissions and fees paid by the Client to MMA for all Services provided by MMA during the twelve-month period immediately preceding such Loss. MMA shall have no liability for the acts or omissions of any third party (other than its subcontractors).

7.2 Loss of Profit or Incidental, Consequential, Special Indirect, Punitive Damages In no event shall either party or its affiliates be liable in connection with this Agreement or the Services to the other party, its affiliates or any third party for an loss of profit or incidental, consequential,

special, indirect, punitive or similar damages. The provisions of this section shall apply to the fullest extent permitted by law. Nothing in this section limiting the liability of a party shall apply to any liability that has been finally determined by a court to have been caused by the fraud of such party.

7.3 Loss. For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable attorneys' fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss.

ARTICLE VIII. WAIVER OF JURY TRIAL

8.1 Trial by Jury. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement or any Services provided by MMA or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as party in any such action or proceeding.

ARTICLE IX. DURATION AND TERMINATION OF THIS AGREEMENT

9.1 Termination. This Agreement will continue until terminated as provided in this Section. This Agreement may be terminated (i) by either Party upon ninety (90) days' prior written notice to the other Party, (ii) by either Party upon material breach by the other Party, which breach is not cured within thirty (30) days after receipt of written notice thereof, or (iii) immediately by us for non-payment of invoices per the payment terms provided in any Agreement. Upon termination of this Agreement, the confidentiality, ownership of work product, dispute resolution, limitation of liability, waiver of jury trial and all provisions following this termination provision shall survive in full force and effect. Any termination of this Agreement shall not relieve Client of its obligations to pay for Services rendered and expenses incurred by MMA up to and including the effective date of such termination.

ARTICLE X. DISPUTES

10.1 Claim or Action. Any claim, action or proceeding in any forum against a party or any of its affiliates will be barred unless the other party initiates the dispute within one year of the date upon which that party (i) first discovered, or (ii) upon the exercise of reasonable diligence could

have discovered, the act, error or omission that is the basis for such claim, whichever date is sooner.

ARTICLE XI. NOTICE

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by overnight courier. All notices or communications to MMA should be sent to the consultant on the account at MMA's main address.

ARTICLE XII. GOVERNING LAW

This Agreement will be interpreted under the laws of the State of New York, without reference to principles of conflict of laws.

ARTICLE XIII. AMENDMENTS

This Agreement may be modified or otherwise amended and the observance of any term of the Agreement may be waived, only if such modification, amendment or waiver is in writing and signed by the parties hereto.

ARTICLE XIV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to confer any right or benefit on any third party and the provision of Services under this Agreement cannot reasonably be relied upon by any third party.

ARTICLE XV. ENTIRE AGREEMENT

This Agreement represents our entire understanding with regard to the matters specified herein. This Agreement supersedes, revokes, cancels, extinguishes and replaces all prior or contemporaneous understandings, agreements, undertakings, negotiations and discussions, whether oral or written, between the parties. The parties agree that, except for the obligations under this Agreement, they have no obligations to one another and have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

ARTICLE XVI. WARRANTIES OF MMA

Except as expressly set forth in the Agreement, MMA expressly disclaims any warranty, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose.

ARTICLE XVII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

This Agreement may not be assigned or transferred in any manner by any party without written consent of the other party. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

ARTICLE XVIII. SEVERABILITY

It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

ARTICLE XIX. FORCE MAJEURE

Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

ARTICLE XX. MISCELLANEOUS

The Parties are of equal commercial sophistication and have negotiated this Agreement at arms' length. Each party is entering into this Agreement voluntarily, has read and understands all its provisions and has had the opportunity to seek and to obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

The balance of this page left blank intentionally.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Marsh & McLennan Agency LLC (Northeast)

[CLIENT]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2

Exhibit A: Scope of Services

EMPLOYEE BENEFITS

(FOR EXISTING COVERAGES AND PLANS AS OF 4/15/16-1/15/17)

Strategic Planning and Stewardship

- Identify goals, challenges, and strategies relevant to business operations
- Develop strategies to meet established objectives
- Provide periodic progress updates in accordance with established timeline
- Marketplace overview
- Discuss satisfaction with current vendors and carriers
- Explore alternative funding methodologies
- Evaluate/review current employee benefits package
- Review employee/employer cost sharing arrangement
- Review total plan costs

Vendor and Carrier Marketing

- Develop strategy to identify goals
- Determine vendors and carriers selection criteria
- Analyze marketplace and vendors and carriers options as requested
- Support vendors and carriers through competitive bidding/proposal process
- Evaluate vendors and carriers proposals
- Compile due diligence of finalists
- Negotiate financial and contractual terms and funding arrangements
- Compare with incumbent vendors and carriers and identify finalists
- Facilitate decision-making process
- Communicate decisions to all vendors and carriers

Vendor and Carrier Implementation Management

- Create timeline of expectations
- Communicate coverage termination to incumbent, if applicable
- Assist in the completion and delivery of placement paperwork
- Attend or present at employee communication meetings

EMPLOYEE BENEFITS CONT'D

Renewal Analysis

- Establish renewal timeline and goals
- Review claims experience, demographics, and employee contributions strategies
- Analyze and validate vendors and carriers renewal terms
- Negotiate renewals with respective vendors and carriers
- Coordinate all related plan design and financial requests to vendors and carriers
- Provide renewal alternatives with employee and strategy cost impact
- Create employee contribution modeling reports
- Assist with annual budget projections
- Communicate decisions to all vendors and carriers
- Present to senior management or board of directors as requested

Training, Development, and Education

- Open enrollment meeting presentation

Day-to-day Administration and Management

- Claim problem resolution
- Assist with contract and policy review
- Provider network issues
- Assist with billing, enrollment, and eligibility issues
- Assist in daily administration of policy changes, service issues and/or questions

Additional Services (May Be Provided By a Third Party Administrator)

- Health Advocate

Exhibit B: Brokerage Service Fees

MMA will receive, as compensation for its services under this Agreement, fees in the amount of \$20,000,(effect 4/1/2016-12/31/2016) which amount will be billed and paid in:

- Equal monthly installments in the amount of \$ 2,222.22

First installment is due approximately 30 days from receipt of the signed agreement. Future installments will be due on the 1st of each month.

COMPENSATION IS:

- In addition to commission included in the premiums that Client remits to insurance company(ies) involved. The above fee applies to State Health plans only. Commission is included in the premiums for any Ancillary/voluntary/fully funded product outside the State Health Benefits Plan.

TRAVEL EXPENSES:

- Included in fees above

3

Exhibit C: Employee Benefits Coverage Types

The following plans/carriers are understood to be in Client's current benefit portfolio and are included in the pricing (Exhibit B.) Changes to the current plan design may impact pricing.

COVERAGE TYPES	CARRIER/VENDOR
Employer Sponsored Plans	
• Medical	State Health Benefits
• Dental	Delta Dental
• Basic Life & AD&D	USable Life
• Voluntary Benefits	Aflac



**MARSH & McLENNAN
AGENCY**

Marsh & McLennan Agency LLC (Northeast)
Park 80 West, Plaza Two
250 Pehle Avenue, Suite 400
Saddle Brook, New Jersey 07663
(800) 642-0106

APPENDIX A COMPENSATION DISCLOSURE

Marsh & McLennan Agency ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance services provider, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. Retail commission rates can vary from transaction to transaction.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to brokers who meet set goals for all or some of the policies the brokers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on a broker's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker for certain transactions. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Other Compensation** – From time to time MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <http://res.cloudinary.com/mma/image/upload/v1437281898/ayzkoj0jzsqcv6rzom6.pdf>.

We appreciate your business and look forward to your instructions regarding the placement of your coverage on the terms outlined in this document.

For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellation due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). As a matter of general practice, MMA does not provide notice of a potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2016-116**

CAPITAL BUDGET AMENDMENT

WHEREAS, the local capital budget for the year 2016 was adopted on the 7th day of March, 2016, and

WHEREAS, it is desired to amend said adopted capital budget section,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the following amendments to the adopted capital budget section be made:

<u>RECORDED VOTE</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>
Mike Beck			
Norris Clark			
Erik Simonsen			
Thomas Conrad			ABSENT
David Perry			

**FROM
CAPITAL BUDGET (Current Year Action)
2016**

Planned Funding Services for
Current Year 2016

<u>Project</u>	<u>Estimated Total Cost</u>	<u>Amounts Reserved in Prior Years</u>	<u>Capital Improvement Fund</u>	<u>Capital Surplus</u>	<u>Grants and Other Funds</u>	<u>Debt Authorized</u>	<u>To Be Funded in Future Years</u>
Equipment	3,099,550.00		91,777.50			1,743,772.50	1,264,000.00
Recreation Facilities			0.00			0.00	0.00
Police Equipment	360,275.00		5,263.75			100,011.25	255,000.00
Municipal Buildings			0.00			0.00	0.00
Vehicles	521,000.00		4,800.00			91,200.00	425,000.00
Road Program	500,000.00						500,000.00
Total All Projects	4,480,825.00	0.00	101,841.25	0.00	0.00	1,934,983.75	2,444,000.00

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2016-116

CAPITAL BUDGET AMENDMENT

6 YEAR CAPITAL PROGRAM 2016 - 2021
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2016	2017	2018	2019	2020	2021
Equipment	3,099,550.00	1,835,550.00	151,000.00	491,000.00	91,000.00	111,000.00	420,000.00
Recreation Facilities	0.00						
Police Equipment	360,275.00	105,275.00	55,000.00	55,000.00	55,000.00	55,000.00	35,000.00
Municipal Buildings	0.00						
Vehicles	521,000.00	96,000.00	85,000.00	85,000.00	85,000.00	85,000.00	85,000.00
Road Program	500,000.00			300,000.00		200,000.00	
Total All Projects	4,480,825.00	2,036,825.00	291,000.00	931,000.00	231,000.00	451,000.00	540,000.00

6 YEAR CAPITAL PROGRAM 2016 - 2021
Summary of Anticipated Funding Sources and Amounts

Project	Estimated Total Costs	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	General Debt Authorized
Equipment	3,099,550.00	154,977.50			2,944,572.50
Recreation Facilities	0.00	0.00			0.00
Police Equipment	360,275.00	18,013.75			342,261.25
Municipal Buildings	0.00	0.00			0.00
Vehicles	521,000.00	26,050.00			494,950.00
Road Program	500,000.00	25,000.00			475,000.00
Total All Projects	4,480,825.00	224,041.25	0.00	0.00	4,256,783.75

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2016-116

CAPITAL BUDGET AMENDMENT
TO
CAPITAL BUDGET (Current Year Action)
2016

Planned Funding Services for
Current Year 2016

Project	Estimated Total Cost	Amounts Reserved in Prior Years	Capital Improvement Fund	Capital Surplus	Grants and Other Funds	Debt Authorized	To Be Funded in Future Years
Equipment	3,109,925.00		93,000.00			1,752,925.00	1,264,000.00
Recreation Facilities	100,000.00		5,000.00			95,000.00	0.00
Police Equipment	373,075.00		6,000.00			112,075.00	255,000.00
Municipal Buildings	0.00		0.00			0.00	0.00
Vehicles	501,000.00		11,000.00			150,000.00	340,000.00
Property Acquisition	0.00		0.00			0.00	0.00
Road Program	500,000.00		0.00			0.00	500,000.00
Total All Projects	4,584,000.00	0.00	115,000.00	0.00	0.00	2,110,000.00	2,359,000.00

6 YEAR CAPITAL PROGRAM 2016 - 2021
Anticipated Project Schedule and Funding Requirement

Project	Estimated Total Costs	2016 - 2021					2020	2021
		2016	2017	2018	2019	2020		
Equipment	3,109,925.00	1,845,925.00	151,000.00	491,000.00	91,000.00	111,000.00	420,000.00	
Recreation Facilities	100,000.00	100,000.00	0.00	0.00	0.00	0.00	0.00	
Police Equipment	373,075.00	118,075.00	55,000.00	55,000.00	55,000.00	55,000.00	35,000.00	
Municipal Buildings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Vehicles	501,000.00	161,000.00	85,000.00		85,000.00	85,000.00	85,000.00	
Property Acquisition	0.00		0.00					
Road Program	500,000.00		0.00	300,000.00		200,000.00	0.00	
Total All Projects	4,584,000.00	2,225,000.00	291,000.00	846,000.00	231,000.00	451,000.00	540,000.00	

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY
RESOLUTION #2016-116**

CAPITAL BUDGET AMENDMENT

**6 YEAR CAPITAL PROGRAM 2016 - 2021
Summary of Anticipated Funding Sources and Amounts**

Project	Estimated Total Costs	Capital		General	
		Improvement Fund	Capital Surplus	Grants and Other Funds	Debt Authorized
Equipment	3,109,925.00	156,925.00			2,953,000.00
Recreation Facilities	100,000.00	5,000.00			95,000.00
Police Equipment	373,075.00	20,075.00			353,000.00
Municipal Buildings	0.00	0.00		0.00	0.00
Vehicles	501,000.00	27,000.00			474,000.00
Property Acquisition	0.00	0.00			0.00
Road Program	500,000.00	25,000.00			475,000.00
Total All Projects	4,584,000.00	234,000.00	0.00	0.00	4,350,000.00

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services.

It is hereby certified that this is a true copy of a resolution amending the capital budget section adopted by the governing body on the 7th day of March, 2016.

Certified by me:

_____ Date _____ Township Clerk

Trenton, New Jersey

Approved _____ 2016 _____ Director of Local Government Services

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

RESOLUTION #2016-117

TITLE: RESOLUTION AMENDING RESOLUTION #2015-189; APPROVING A PROFESSIONAL SERVICE CONTRACT WITH HATCH MOTT MACDONALD FOR PROPOSED LOWER/MIDDLE TOWNSHIP BIKE PATH IMPROVEMENTS

WHEREAS, the Township of Lower is given authority by N.J.S.A. 40A:11-1 et seq. to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

WHEREAS, Hatch Mott MacDonald was awarded a contract for Professional Engineering Services for the Lower/Middle Township Bike Path Improvements by Resolution #2015-189 on June 18, 2015 for \$32,500; and

WHEREAS, Hatch Mott MacDonald has provided a proposal for required additional work in the amount of \$12,318.00; and

WHEREAS, the Township Council desires to amend the project to include the additional required work, and the CFO has certified the availability of funds by her signature in the budget as follows:

Account: C-04-55-415-920

Signature _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding be awarded as follows:

- 1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$12,318.00 is hereby approved.

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.

Table with 7 columns: Name, MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows include CONRAD, PERRY, SIMONSEN, CLARK, and BECK.

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 April 4, 2016.

Julie A Picard, Township Clerk



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
833 Rt 9 North
PO Box 373
Cape May Court House, NJ 08210
T 609.465.9377 www.hatchmott.com

March 29, 2016

Via email at manager@townshipoflower.org & 1st Class Mail

Mr. James Ridgway, Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

**RE: Proposal for Out-of-Scope and Additional Work
Lower Township Bike Path Improvements
Sally Marshall Crossing to Municipal Boundary
HMM No. 352701**

Dear Mr. Ridgway:

Please find enclosed herewith our summary of out-of-scope services to date and our proposal for the additional professional engineering services required to construct the bike path improvements in Lower Township based on the proposed path alignment negotiated between the project stakeholders.

During the preparation of our initial proposal it was Hatch Mott MacDonald's (HMM) understanding that the planning phase of this project had been completed and that the project scope and bike path alignment had been reviewed and approved by Atlantic City Electric (ACE) and therefore we had not included any coordination with ACE regarding path alignment, conflicts with utility poles and guy wires, etc. into our original proposal.

Subsequent to our field survey and during initial discussions with ACE it was clear that ACE, more specifically their Real Estate & Right-of-Way Department as well as the Field Engineering Department, had not been aware of the project or the planned bike path alignment.

As directed by the Township, HMM began working with ACE representatives to finalize a desired path alignment for all stakeholders through the identification of potential conflicts to the bike path in the ACE property (e.g. utility poles, guy wires, and electric meters) and by providing solutions to eliminate those conflicts. Our efforts during this phase of the project included several meetings between Cape May County, ACE and the Township, field meetings with ACE staff to review conflicts to the bike path, preparation of plans identifying conflicts to the path alignment and numerous email and telephone conversations with ACE and Township staff regarding ACE issues, requirements and restrictions.

After ACE's review of the latest concept plans and a follow-up field meeting with ACE Engineers we received a letter from ACE (attached for reference) indicating that the



potential conflicts to the desired bike path alignment can be eliminated by ACE through pole/guy wire relocations for the costs indicated in the letter.

As a result of the work performed by HMM to resolve the bike path alignment issues with ACE we have incurred an additional cost to the project of **\$5,708** and are hereby requesting additional compensation to cover the authorized out-of-scope work.

Due to the changes in the bike path alignment there are also additional work efforts that need to be performed to finalize the project design including:

- Due to the relocation of the bike path at Sally Marshall Crossing from the area between County Road No. 626 (CR626) and the existing utility poles to an alignment that will be located on the East side of the existing utility poles it is necessary to cross an existing drainage ditch that channels stormwater runoff from the stormwater collection system in CR626 to existing drainage swales along the West side of the existing railroad tracks.

The County has agreed to provide the design of the stormwater culvert and backfill required so that the proposed bike path can cross in this location however, additional field survey and plan modifications by HMM will be required to provide the County with the necessary information to design and the Township with the necessary information to construct the improvements in this location. In addition, due to the location of this new culvert and backfilling in this location additional environmental permitting will be required.

Due to the relocation of the bike path alignment additional survey will also be required in portions of the ACE property that were originally not required to be shown and therefore not included in our initial proposal.

For the additional work required above we are requesting an increase in our fee of **\$4,360**.

Finally, our initial proposal to the Township included only regulatory approvals for the design of the project and did not include any construction permits. We have reviewed the project and have determined that the following construction permits will be required:

- Cape Atlantic Conservation District Plan Certification
- NJPDES Authorization to Discharge (5G3 – Construction Activity Stormwater - GP)

HMM will prepare a Soil Erosion and Sediment Control Plan, Details and Notes, Application for Plan Certification Approval and the NJPDES General Permit "Request for Authorization (RFA)" to discharge stormwater. Hatch Mott MacDonald will prepare the required application forms and plans and submit the application packages to the District directly. The fees for the Plan Certification and RFA application are to be paid for by the Township. For the additional work required above we are requesting an increase in our fee of **\$2,250**.



Hatch Mott
MacDonald

In summary we are respectfully requesting the following increases to our Bike Path Improvement Project fee:

- Out-of-Scope Work (Atlantic City Electric Coordination): \$5,708
- Additional Work (Item No. 1): \$4,360
- Additional Work (Item No. 2): \$2,250
- **Total Increase to Fee: \$12,318**

We thank you for the opportunity to provide the additional scope of services for the Bike Path Improvement Project. Should you have any questions regarding the above information or should you wish to discuss this proposal in more detail, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald, LLC

Mark R. Sray, PE, CME
Senior Associate
T 609.465.9377 F 609.465.5270
mark.sray@hatchmott.com

Steven C. Morey, CEP
Associate
T 609.465.9377 F 609.465.5270
steven.morey@hatchmott.com

MRS

encl.

cc: Eric C. Betz, PE, BCEE, CME, Vice President, HMM

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

RESOLUTION #2016-118

Title: APPROVAL OF CONTRACT WITH ATLANTIC CITY ELECTRIC FOR ANCHOR (POLES)
RELOCATIONS FOR BIKE PATH

WHEREAS, the Township of Lower is given authority by N.J.S.A 40A:11-5(f) to enter into contracts with a public utility, which is subject to the jurisdiction of the board of public utilities 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

WHEREAS, the Township of Lower needs to contract with Atlantic City Electric to relocate the anchor; (poles), to complete the scope of work required as per the Township Engineer; and

WHEREAS, the CFO has determined sufficient funds are available in the budget as evidenced by her signature:

Appropriation # 6-01-56-7501-428

Signature: _____

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that the attached proposal with the estimated amount of \$20,000 be approved.

BE IT FURTHER RESOLVED that the Township Manager is hereby authorized to sign the attached agreement and approve any additional costs associated with the relocation of the poles for the bike path.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk



A PPL Company

420 N Route 9
Cape May Court House, NJ 08210-1952

March 4, 2016

Steve Morey
833 Route 9 North
Cape May Court House, NJ 08210

SUBJECT: Cost for anchor relocations for bike path
833 Route 9 North
Cape May Court House, NJ 08210
Wmis # 5642853

Dear Steve Morey:

After looking at each site individually below is an estimate and a plan for each location. At pole W9501, with approval of the owner of Cape May Holiness Association, Atlantic City Electric will remove the anchor on the eastern side of Seashore road and install a push pole at pole W3859. At pole W9497, we will remove the anchor completely with no other work deemed necessary at this location. Pole W9494 there are two options, with the approval of Seashore Community Church of Nazarene Atlantic City Electric will remove the anchor on the eastern side of Seashore road and install a push pole on the western side of the street or will need an additional pole set on the eastern side of the road, with a span guy running between the new pole and W9494, followed by a down guy and anchor. At W9483, there are two options. Lower Township can either push the bike path into the vineyard, or Atlantic City Electric can install another pole to the eastern side of W9483, run a span guy and back that up with a down guy and anchor. At pole W9481 Atlantic City Electric will remove the anchor with no other work deemed necessary at this location. Finally at pole W32455 at the intersection of Seashore Road and Lincoln Ave, Atlantic City Electric will relocate the pole and anchors so that they will be clear of the bike path, so that the path may remain straight at this location.

In reference to the above subject matter, please be advised that the cost to complete the above scope of work is estimated to be between \$15,000 and \$20,000. Please note that our project costs are for electrical services only – this does not include installation or relocation of Verizon or Comcast Cable Company equipment and wires. There may be additional charges associated with the installation or relocation of their equipment. The above stated amount is an estimated deposit and will remain valid for (90) Ninety days from the above date.

It should be noted that this is the estimated cost only. If the estimated deposit exceeds the actual cost, the difference will be refunded. If the estimate is less than the actual cost, Our billing department will send you a final bill, based on the actual cost, which will also include all applicable taxes.

Please sign and return this letter along with payment for the enclosed invoice within 30 days. Upon receipt of payment and all required documents, Atlantic City Electric will schedule work to be performed. If you should have any questions, please feel free to call me at (609) 413-5614.

Customer

Date

Very truly yours,

Thomas Rinck
Field Engineering Technician

Edward Kaminski
Senior Supervising Engineer

**TOWNSHIP OF LOWER
ORDINANCE NUMBER 2016-04**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2016
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP
OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF
NEW JERSEY (THE "TOWNSHIP"); APPROPRIATING
\$2,225,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$2,110,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE PART OF THE COSTS
THEREOF**

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,225,000, said sum being inclusive of a down payment in the aggregate amount of \$115,000 for said improvements or purposes as required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payment is now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,225,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount not exceeding \$2,110,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$2,110,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

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

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Public Safety</u> - Acquisition And Installation, As Applicable, Of Various Equipment And Non-Passenger Vehicles For Public Safety, Including, But Not Limited To, Body Camera System, Alcotest Machine, Field Force Riot Gear, Vehicle Security Boxes, Weapons Storage Cabinet, Digital Cameras and Casings, Handguns, Long Guns and Casings, Radar Units, Tire Deflation Device, Defibrillators, Video Surveillance Equipment, File Cabinets and Paper Shredder, Computer Hardware, Software And Accessories, Including, But Not Limited To, Desktop Replacements, A Projector and Information License Devices; Console Replacement Parts, An Antenna For The Communication Tower, Portable and Mobile Radios, A Non-Passenger All-Terrain Utility Vehicle And Two (2) Non-Passenger Tahoe Vehicles With Emergency Response And Public Safety Equipment; And Various Emergency Shelter Capital Supplies For The EMS;	\$324,209	\$307,452	\$16,757	5 years
(ii) <u>Public Works</u> - Acquisition And Installation, As Applicable, Of Equipment and Non-Passenger Utility Vehicles, Including, But Not Limited To, A Sewer Vac Truck, A Rear Load Refuse Truck, A Compost Screener And Leaf Vac, Roll Off Containers, A Hydraulic Lift And Various Shop Capital Equipment;	\$1,542,885	\$1,463,140	\$79,745	7.5 years
(iii) <u>Recreation</u> - Various Improvements To Recreational And Park Facilities, Including, But Not Limited To, Acquisition And Installation, As Applicable, Of A Football/Lacrosse Scoreboard; A Ford F-250 Non-Passenger Utility Vehicle; Beach Path Access Improvements; And Resurfacing and Fencing Improvements At Freeman Douglass Park; And	\$236,443	\$224,223	\$12,220	7.5 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(iv) <u>Administration</u> – Various Capital Improvements For The Offices of Tax Collector, Clerk, MLU And General Office, Including, But Not Limited To, The Acquisition And Installation, As Applicable, Of A Sign for Municipal Hall, Office Capital Equipment and Furnishings, Non-Passenger Four-Wheel Drive SUV, Various Computer Hardware And Software, Fire Proof Storage Cabinet, Receipt Printer And Archiving Digitalization Of Record Improvements.	\$121,463	\$115,185	\$6,278	5 years
TOTALS	<u>\$2,225,000</u>	<u>\$2,110,000</u>	<u>\$115,000</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,110,000.

(c) The aggregate estimated cost of said improvements or purposes is \$2,225,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the aggregate down payment available for said purposes.

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

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

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

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

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

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

(b) The average period of usefulness of said purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 6.99 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,110,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$371,175 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements herein before described

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

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

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

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

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

Adopted on First Reading
Dated: April 4, 2016

Thomas Conrad, Councilmember

Adopted on Second Reading
Dated: April 18, 2016

David Perry, Councilmember

Erik Simonsen, Councilmember

Julie A Picard,
Clerk of the Township of Lower

Norris Clark, Deputy Mayor

Michael E Beck, Mayor

**TOWNSHIP OF LOWER
ORDINANCE NUMBER 2016-03**

**BOND ORDINANCE AMENDING BOND ORDINANCE
NUMBER 2015-10 (WHICH PROVIDES FOR DRAINAGE
AND STORMWATER MANAGEMENT IMPROVEMENTS
AND ASSOCIATED ROAD WORK TO ROSEANN
AVENUE AND BAYSHORE ESTATES) HERETOFORE
FINALLY ADOPTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE
MAY, STATE OF NEW JERSEY, ON OCTOBER 19, 2015,
TO AMEND THE DESCRIPTION SET FORTH THEREIN TO
INCLUDE THE ACQUISITION OF REAL PROPERTY**

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

SECTION 1. The bond ordinance of the Township of Lower, in the County of Cape May, State of New Jersey (the "Township"), heretofore finally adopted by the Township Council on October 19, 2015, numbered 2015-10 and entitled, "BOND ORDINANCE PROVIDING FOR DRAINAGE AND STORMWATER MANAGEMENT IMPROVEMENTS AND ASSOCIATED ROAD WORK TO ROSEANN AVENUE AND BAYSHORE ESTATES, BY AND IN THE TOWNSHIP OF LOWER, IN THE COUNTY OF CAPE MAY, STATE OF NEW JERSEY (THE "TOWNSHIP"); APPROPRIATING \$4,750,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,520,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COSTS THEREOF" (the "Original Ordinance"), which Original Ordinance is hereby amended such that Section 3(a) thereof is hereby amended to read as follows:

"SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued include, but are not limited to, drainage and stormwater management improvements and associated road work to Roseann Avenue and Bayshore Estates and shall also include, but not be limited to, as applicable, excavation, pipe improvements or replacements, the construction of a pump station and associated equipment, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement, curb and sidewalk improvements, as well as roadway painting, landscaping and aesthetic improvements, seeding and installing top soil, the acquisition and the payment of the purchase price of real property, a lawful public purpose, such real property being designated as Block 494.27, Lot 9 on the Official Tax Map of the Township, and being commonly known as 4 Clearwater Drive in the Township, and all improvements and buildings thereon and any demolition and removal of same and improvements thereon (the "Property") and, as applicable, all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto."

SECTION 2. The Township is hereby authorized to acquire the Property and to negotiate an agreement of sale for the aforesaid acquisition. The Mayor, Township Manager, Chief Financial Officer, Township Solicitor and the Township Clerk are each hereby authorized, as applicable, to negotiate, approve, execute, attest, deliver and perform said agreement of sale and any and all documents necessary to acquire said Property.

SECTION 3. The Capital Budget of the Township is hereby amended, as necessary, to conform with the provisions of this amendatory bond ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs (the "Director of the Division of Local Government Services"), will be on file in the office of the Clerk and will be available for public inspection.

SECTION 4. Except as expressly amended hereby, the Original Ordinance shall remain in full force and effect.

SECTION 5. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

Thomas Conrad, Councilmember

David Perry, Councilmember

Erik Simonsen, Councilmember

Norris Clark, Deputy Mayor

Michael Beck, Mayor

Adopted on First Reading
Dated: March 21, 2016

Adopted on Second Reading
Dated: April 4, 2016

Julie A Picard, Township Clerk

Township of Lower
Treasurer's Report
YTD: 2016

Treasurer's Report

	Total	Jan	Feb
BEG. BAL. JAN. 1, 2016	8,187,891.43	8,187,891.43	7,585,890.64
RECEIPTS:			
Per Revenue Status	14,567,215.64	3,960,999.37	10,606,216.27
Interest due from Capital	(3,680.17)	(1,774.05)	(1,906.12)
	14,563,535.47	3,959,225.32	10,604,310.15
Grants Received:			
SC \$ RECD 0144	2,500.50		2,500.50
RECYCLING TONNAGE \$	46,517.52	46,517.52	
49,018.02			
TOTAL RECEIPTS:	14,612,553.49	4,005,742.84	10,606,810.65
DISBURSEMENTS:			
2015 Reserves	538,947.22	371,359.57	167,587.65
2016 Current	11,087,593.18	4,225,827.30	6,861,765.88
2016 Capital	99,096.07	45,761.03	53,335.04
11,725,636.47			
Appropriation Refunds:	(73,577.39)	(35,204.27)	(38,373.12)
TOTAL DISBURSEMENTS	11,652,059.08	4,607,743.63	7,044,315.45
END. BAL. DEC. 31, 2016	11,148,385.84	7,585,890.64	11,148,385.84
Total Appropriation Refunds	(73,577.39)	(35,204.27)	(38,373.12)

DIT'S	Outstanding Checks:		
2,959.51	55491	20.00	
3,228.96	56083	21.17	
779.83	56411	25.00	
415.00	56590	100.00	
738.00	56596	15.84	
3,880.00	56609	79.22	
2,935.00	due unempl	4,642.73	
5,195.00	56705	19.47	
1,040.00	56749	15.00	
125.00	56770	330.00	
2,760.00	56773	113.48	
10.00	56774	1,268.00	
1,323.00	56779	266.60	
6,839.33	56781	159.06	
16,953.97	56788	3,869.00	
73,580.03	56798	27.49	
32,559.32	56802	205.00	
5,675.92	56806	249.45	
1,889.04	56812	92.16	
9,886.46	56818	161.91	
13,095.52	56827	155.00	
185,868.89	56839	225.00	
	56840	90.00	
		12,140.58	

Bank Balance			
Checking	6,854,679.89	10,595,373.52	
Online Payment Acct	165,909.98	379,284.01	
Total Bank Balance	7,020,589.87	10,974,657.53	
ADD: Deposits in Transit	663,087.43	185,868.89	
LESS: Outstanding Checks	(97,786.66)	(12,140.58)	
Adjusted Bank Balance	7,585,890.64	11,148,385.84	
	0.00	0.00	
Monthly Interest Received-			
Current Fund	9,820.41	4,265.38	5,555.03
Interest Rate	0.45%		

3/18/2016

Prepared by Lauren Read

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

RESOLUTION # 2016-119

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.

 X (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.
LEASE OF REAL PROPERTY – PUBLIC SAFETY BUILDING – POSSIBLE CONVEYANCE OF TWP OWNED REAL PROPERTY

_____ (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 of 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.
NEGOTIATION OF CONTRACTS

_____ (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 of 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 April 4, 2016 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.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION # 2016-120

TITLE: A RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY LOCATED IN THE TOWNSHIP OF LOWER TO THE COUNTY OF CAPE MAY

WHEREAS, the Township of Lower deems it to be in the best interests of the Township to convey certain real property located 405 Breakwater Road, Cape May, New Jersey 08204, specifically the structure located thereupon; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13.4, the Township of Lower has determined that the above referenced property, owned by the Township of Lower, is no longer needed for a sole municipal purpose, and the Township of Lower has determined after negotiation with the County of Cape May that it is in the best interests of the Township of Lower and the County of Cape May that the referenced property be conveyed to the County for nominal consideration for the public purposes of the county; and

WHEREAS, it is understood and agreed upon by the Township of Lower and the County of Cape May that said conveyance is contingent upon the Township and County entering into a binding lease agreement concerning the Township's continued use of a portion of the property to house the Lower Township Police Department. In the event said lease agreement is not executed that attached bill of sale will be voided and ownership of the referenced property will revert back to the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, as follows:

1. The Township of Lower intends to execute the attached Bill of Sale authorizing the conveyance of the structure/building located at 405 Breakwater Drive, Cape May, New Jersey 08204 to the County of Cape May for the agreed upon sum of One (\$1.00) dollar.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION # 2016-121

**TITLE: A RESOLUTION AUTHORIZING THE LEASING OF
CERTAIN REAL PROPERTY LOCATED IN THE
TOWNSHIP OF LOWER FROM THE COUNTY OF CAPE MAY**

WHEREAS, the Township of Lower deems it to be in the best interests of the Township to enter into a lease agreement concerning certain real property located at 405 Breakwater Road, Cape May, New Jersey 08204; and

WHEREAS, pursuant to N.J.S.A. 40A:12-15, the Township of Lower may enter into a leasehold for a term not in excess of 50 years may be made and thereafter extended for an additional 25 years by resolution thereafter for any municipal public purpose; and

WHEREAS, pursuant to N.J.S.A. 40A:12-15(a), the Township of Lower intends to enter into a leasehold with the County of Cape May concerning the referenced property for the purpose of housing emergency services/police department.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, as follows:

1. The Township of Lower may execute the prepared Lease Agreement attached hereto upon the passage of this resolution.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk

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

RESOLUTION # 2016-122

TITLE: A RESOLUTION AWARDING THE LEASE OF PUBLIC LAND LOCATED AT THE INTERSECTION OF SEAVIEW AND ROCHESTER AVENUES AFTER THE DECEMBER 1, 2015 OPEN PUBLIC AUCTION

WHEREAS, the Township of Lower deems it to be in the best interests of the Township to offer for lease certain real property located in Diamond Beach at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lots 1, 2, and a portion of lots 3, 5, and 32, with an approximate lot size of 100 x 150 ft., with a 10 foot buffer for playground safety; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14, the Township of Lower may lease any real property not needed for public use to the highest bidder by open public bidding at auction or by submission of seal bids provided that said method of bidding is advertised in a newspaper circulating within the municipality by two insertions at least once a week during two consecutive weeks; and

WHEREAS, the Township of Lower advertised its intention to lease said property and conduct an open public auction on November 11 and November 18, 2015 in the Cape May Star and Wave; and

WHEREAS, the Township of Lower by Resolution #2015-314 authorized the public auction on December 1, 2015 and the Township received one bid in the amount of \$10,000 from Achristavest Pier 6600 LLC for the lease of real property located at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lots 1, 2, and a portion of lots 3, 5, and 32, with an approximate lot size of 100 x 150 ft., with a 10 foot buffer for playground safety.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, as follows:

1. The Township of Lower is hereby awarding the lease of the above referenced property to Achristavest Pier 6600 LLC for a sum of \$10,000 in accordance with the results of the open public auction conducted on December 1, 2015; and
2. The term of the lease shall run from May 1, 2016 through April 30, 2021 (5 years); and
3. It is understood by the Township of Lower and Achristavest Pier 6600 LLC that the intended use of the leased property will be to park the vehicles of the guests of Hotel Icona; and
4. The rights, responsibilities, requirements, and obligations of Achristavest Pier 6600 LLC and the Township of Lower are governed by the provisions and covenants contained within the Lease Agreement annexed hereto.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
SIMONSEN						
CLARK						
BECK						

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 April 4, 2016.

Julie A Picard, Township Clerk