

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
April 9, 2018 - 7:00 P.M.

Meeting called to order

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

Work Session

Proclamation - Supporting the 2018 UDrive. UText. UPay. Distracted Driving Crackdown April 1-21, 2018

Consent Agenda

- Approval of Minutes - March 19, 2018
Approval of Closed Session Minutes - March 19, 2018
Res. #2018-126 Payment of Vouchers \$ 1,006,261.74
Res. #2018-127 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (JIF Optional Safety Award \$2,000)
Res. #2018-128 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Atlantic County JIF Cyber Risk Award \$750)
Res. #2018-129 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Atlantic County JIF Safety Incentive Award \$2,400)
Res. #2018-130 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Atlantic County JIF Wellness Incentive Award \$1,000)
Res. #2018-131 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (NJ DOT Municipal Aid \$175,000)
Res. #2018-132 Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Emergency Mgmt Performance Grant \$9,400)
Res. #2018-133 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Public Auction Website (vehicles/printers/copier/office equip)
Res. #2018-134 Recycling Tonnage Grant Certification of Taxes Paid (\$33,389.52)
Res. #2018-135 Recycling Tonnage Grant Resolution (yearly)
Res. #2018-136 A Resolution Authorizing A Grant Application to the Cape May County Open Space Program for the Development of An Aquatic Center
Res. #2018-137 A Resolution Awarding Eight (8) Concerts to be Held at the Delaware River Bay Authority Ferry Terminal to Media Five Ltd, Frank Kielb and Anderson Entertainment Management, Inc. (Twp total \$15,275.00)
Res. #2018-138 Contract Award to Provide the 2018 Fireworks Show including the Barge to S. Vitale Pyrotecnico Industries, Inc. (\$46,500.00)
Res. #2018-139 Authorizing Payout of Terminal Leave (E.Dougherty \$437.29)
Res. #2018-140 Approving a Professional Service Contract with DeBlasio & Associates for Professional Engineering Services for FY2018 NJDOT Municipal Aid Reconstruction of Georgia Avenue, Alabama Avenue and Main Street (\$44,500.00)
Res. #2018-141 Resolution Authorizing the Leasing of Certain Real Property Located in the Township of Lower from the County of Cape May (405 Breakwater Rd)
Res. #2018-142 Renewal of 2018 Campground Licenses (Cape May KOA/Seashore/Beachcomber & Cape Island)
Res. #2018-143 Amending Resolution #2018-91; An Agreement Between the County of Cape May and the Township of Lower for the Purchase of Gasoline and Diesel Fuel through the Commodity Resale System (amending to a five (5) year term)

Regular Agenda

- Ordinance #2018-06** An Ordinance Amending Ordinance #2013-01; Police Department, of the Code of the Township of Lower – 1975, As Amended, Amending Article 1, Subsection 90-1. This is the second reading and public hearing for this Ordinance. This Ordinance has been published, posted and made available to the public.

Manager's Report

Administrative Reports

Personnel Action Report
February- Police, Treasurer

Council Comments

Call to the Public

Closed Session

- Res. #2018-144 A Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provision of the New Jersey Open Public Meetings Act N.J.S.A. 40:4-12 – Attorney/Client Privilege; Shared Service Discussion

Adjournment

COUNCIL MEETING MINUTES – March 19, 2018

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on March 19, 2018 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 Roland Roy, Jr.
- Deputy Mayor Frank Sippel
- Mayor Erik Simonsen

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

Mayor Simonsen read a proclamation honoring Dr. Carl James Records, M.D. on the occasion of his 100th birthday.

Work Session

2018 Budget Hearing - Manager Jim Ridgway, CFO Lauren Read, Auditor Leon Costello

Manager Ridgway reminded that the introduced budget is at a zero percent increase and advised that questions be directed to Auditor Leon Costello.

Mayor Simonsen reflected on a productive 2017 and expressed gratitude to all Township employees and professionals for making this budget possible.

Councilmember Conrad thanked Lauren Read and all department heads for their part in the budget.

Councilmember Perry thanked all parties for their efforts with the budget.

Councilmember Roy echoed the above sentiments.

Deputy Mayor Sippel voiced appreciation for everyone's hard work on the budget.

Lauren Read, CFO, acknowledged the team efforts and thanked everyone involved in the budget.

Manager Ridgway asked Auditor Costello to comment on the surplus.

Auditor Leon Costello gave a summary of the surplus that reflects the Township's sound financial condition.

Call to the Public

Robert Rizzo, Mickel's Run, inquired about the increase in assessments.

Auditor Costello provided the specifics including the increased assessments and the total assessments.

Mike Rosenberg, 100 Coral Road, asked about the actual surplus amount.

Auditor Costello provided the surplus amount as well as the amount used to fund the 2018 budget.

Res. #2018-112 Adoption of 2018 Budget

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

Auditor Costello also informed that the State Aid amount did not change from last year.

Consent Agenda

Approval of Minutes March 5, 2018 & March 9, 2018

Approval of Closed Session Minutes March 5, 2018

Res. #2018-113 Payment of Vouchers \$ 978,220.80

Res. #2018-114 Approval of Holy Spirit Lutheran Church's Request to Conduct a Church Bazaar (6/9/18)

- Res. #2018-115 A Resolution Awarding A Professional Service Contract Without Public Bidding to Rutala Associates Consulting Services for Grants Consulting Services (\$140.00 per hour not to exceed \$10,000)
- Res. #2018-116 Issuance of Ice Cream Peddling and Ice Cream License for the year 2018 (Jim's Mr. Softee)
- Res. #2018-117 Authorization for Refund of Taxes (3 properties \$4,476.51)
- Res. #2018-118 Approval of Change Order #1 for Additional Work (Beach Drive Pavement Extension) for the Beach Drive Pedestrian Safety Improvement Project (Mott MacDonald \$4,250)
- Res. #2018-119 Capital Budget Amendment
- Res. #2018-120 A Resolution Requesting Reduction of a Performance Guarantee for South Jersey Marina, Block 824.02; Lot 19 Escrow #P16-12-03 (\$16,989.)
- Res. #2018-121 Amending Resolution #2018-64; Correcting Appropriation Line to be Charged for Services (Landscaping)
- Res. #2018-122 Amending Resolution #2018-65; Correcting Appropriation Line to be Charged for Services (Fertilization) +
- Res. #2018-123 Authorization for the Payout of Accumulated Compensatory Time (R.Fessler \$3,682.19)
- Res. #2018-124 Resolution for Self-Examination of Budget
- Ordinance #2018-06 An Ordinance Amending Ordinance #2013-01; Police Department, of the Code of the Township of Lower – 1975, As Amended, Amending Article 1, Subsection 90-1 – This is the first reading of this Ordinance. The second reading and public hearing of this Ordinance has been scheduled for Monday, April 9, 2018

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

Regular Agenda

Ordinance #2018-03 – An Ordinance Revising and Restating Article 1 of Chapter 178, Beaches of the Code of the Township of Lower. This is the second reading and public hearing for this Ordinance. This ordinance has been published, posted and made available to the public.

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

Ordinance #2018-04 – Amending Article IV Subsection 475-14 of Chapter 475; Parks and Recreation Areas of the Code of the Township of Lower – to Amend The Fee Schedule. This is the second reading and public hearing for this Ordinance. This ordinance has been published, posted and made available to the public

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

Ordinance #2018-05 – Bond Ordinance Amending and Supplementing Bond Ordinance #2015-10 Finally Adopted by the Township Council on October 19, 2015 as Previously Amended and Supplemented, to Increase the Appropriation Therein by \$4,200,000 and to Increase the Authorization of Bonds or Notes Therein by \$3,990,000 to Finance Part of the Additional Costs Thereof. This is the second reading and public hearing for this Ordinance. This ordinance has been published, posted and made available to the public

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

Manager's Report

Manager Ridgway gave a report on topics including: An opportunity for Federal Tax relief; Transporting dredge materials through the Township; A program offered by Atlantic City Electric to assist with electric bills; The Capital Plan and Engineer's Roadway Evaluation Report; and Police Appreciation Month.

Engineer's Report

Mark Sray, Mott MacDonald, gave an update on current projects including: Roseann Avenue Roadway and Utility Improvements, Beach Drive Pedestrian Safety Improvements, NJDOT Municipal Aid Application, and the Roadway Evaluation Report.

Deputy Mayor Sippel inquired about the groundwater sampling results.

Mr. Sray informed of the results of the raw sampling.

Deputy Mayor Sippel asked about the reconstruction of Georgia, Alabama and Main Street.

Manager Ridgway indicated that he will be seeking direction regarding this matter.

Administrative Reports

Monthly Report – Clerk, Construction, Dog, Police, Tax, Treasurer, Vital Statistics

Personnel Action Report

Council Comments

Councilmember Conrad shared some of his observations about his Ward, he congratulated Eagle Scout, Josh Kampmeier, he wished his wife a happy anniversary, and informed of the Township's intent for additional beach access improvements.

Councilmember Perry gave an update on the beach access improvements, the Roseann Avenue Project and the Beach Drive Pedestrian Safety Improvements Project. He asked Manager Ridgway to give an update on the Open Space Grant.

Manager Ridgway announced the County's agreement to provide Open Space funding up to \$993,000 for the Beach Drive Pedestrian Safety Improvement Project, and thanked the County Freeholders for their support.

Councilmember Perry reminded that the efforts on this project resulted in a huge savings to the taxpayers.

Manager Ridgway gave a brief report of the Public Safety Building including the lease agreement and anticipated occupancy.

Mayor Simonsen informed about the efforts with NJ Transit to provide public transportation to the Cape May County Airport.

Councilmember Roy announced the following upcoming events: Beach Cleanup scheduled for May 20th, Easter Egg Hunt on March 24th, and Indoor Yard Sale at LCMR on March 24th to benefit the After Prom.

Deputy Mayor Sippel spoke briefly about the Court Advocate, to begin on April 10th, and voiced appreciation for the Police Department.

Mayor Simonsen thanked the organizations who participated in providing a Court Advocate. He gave an update on road repairs and stressed the importance of shared services. He commented on Township sports registrations and announced Opening Day for Little League, April 14th. He reminded the next Council meeting will be Monday, April 9th.

Call to the Public

Judy Gillis asked about the date for beach cleanup. Councilmember Roy responded.

Ray Flickinger, Washington Blvd, thanked the Township and the County for their efforts with the Open Space Grant to help fund the Beach Drive Project.

Sally Yerk, Roseann Ave, inquired about the timeframe for the Roseann Avenue Project. Mark Sray informed that the time frame is one year from start to finish.

Eileen Kreis, Villas, thanked LCMR for a great performance of Shrek.

Mayor Simonsen reminded that April is Autism Awareness month.

Closed Session

Res. #2018-125

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 Professional Service; Attorney/Client Privilege**

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

Council adjourned to Closed Session at approximately 7:42 p.m.

Council returned to Open Session at approximately 8:32 p.m.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Roy, seconded by Councilmember Perry. Motion to adjourn was unanimous. Meeting adjourned at 8:33 p.m.

Mayor

Township Clerk

Approved:

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00370 BLUE CROSS/BLUE SHIELD OF NJ	18-00748	03/20/18	APRIL 2018 MED-D	Open	231.46	0.00		
00480 BURKE CHEVROLET*	18-00216	01/22/18	PARTS FOR POLICE VEHICLES/FEB	Open	75.22	0.00		
00630 CMC CHAMBER OF COMMERCE	18-00623	03/08/18	2018 MEMBERSHIP INVESTMENT	Open	605.00	0.00		
00650 CAPE MAY COUNTY CLERK'S ASSN	18-00622	03/08/18	3/23/18 SPRING CONFRENCE-BROWN	Open	35.00	0.00		
	18-00703	03/16/18	2018 SPRING MINI CONFERENCE	Open	25.00	0.00		
					60.00			
00735 CATERINA SUPPLY, INC.*	18-00629	03/09/18	MARMAC COUPLERS	Open	500.00	0.00		
00784 CAPE MAY STAR & WAVE	18-00866	03/28/18	LEGAL PUBLICATION 3/21/2018	Open	278.38	0.00		
00807 CDW-GOVERNMENT INC*	18-00451	02/20/18	COMPUTER EQUIPMENT	Open	267.00	0.00		
	18-00549	02/27/18	COMPUTER CABLES	Open	7.00	0.00		
	18-00565	03/01/18	HAND HELD VOICE RECORDERS	Open	540.52	0.00		
					814.52			
00825 COMCAST*	18-00860	03/27/18	INTERNET ACCESS FIRE 3/15-4/14	Open	124.85	0.00		
	18-00958	04/04/18	MONTHLY INTERNET ACCESS	Open	334.01	0.00		
					458.86			
01075 COPIERS PLUS*	18-00311	01/30/18	2018 BLACK/WHITE COPIER CONTRT	Open	1,750.00	0.00		
	18-00468	02/21/18	COPIERS 11/20/17-2/19/18	Open	308.39	0.00		
					2,058.39			
01171 VERIZON WIRELESS - TOWNHALL	18-00926	04/02/18	CELL PHONE 3/24-4/23	Open	526.66	0.00		
	18-00947	04/04/18	I-PHONE BILL 3/29/18-4/28/18	Open	949.69	0.00		
					1,476.35			
01200 DELTA DENTAL PLAN OF NJ	18-00925	03/29/18	MARCH ADMIN 2018	Open	1,224.00	0.00		
01201 DELL CORPORATION*	18-00561	02/28/18	FINANCE DEPT MARIA	Open	1,070.58	0.00		
	18-00654	03/13/18	2 COMPUTERS TREASURER/COLLEEN	Open	2,141.16	0.00		
					3,211.74			
01219 CONTRACTOR SERVICE*	18-00630	03/09/18	RACKS, HAND TOOLS ETC.	Open	564.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01450 ERMA DELI*	18-00868	03/28/18	WRESTLING BANQUET	Open	277.50	0.00		
01490 ROBERT FESSLER	18-00712	03/16/18	TRAINING MEALS	Open	10.00	0.00		
01502 PAMELA FELDER	18-00251	01/23/18	CONTRACUTAL REIMBURSEMENT-M	Open	408.36	0.00		B
01590 FORD, SCOTT & ASSOCIATES*	18-00130	01/11/18	RES 18-03 AUDITOR DNE 40K	Open	16,000.00	0.00		
01655 GANN LAW BOOKS*	18-00099	01/11/18	NJ ZONING & LAND USE BOOK	Open	135.00	0.00		
01657 GOPHER SPORT*	18-00567	03/01/18	PING PONG BALLS	Open	140.22	0.00		
01805 HERTRICH FLEET SERVICES INC*	17-03375	12/29/17	CHEVROLET TAHOE 4WD SS	Open	34,493.28	0.00		
01806 ANTHONY J HARVATT, II, ESQ	18-00506	02/22/18	BOARD SOLICITOR SALARY	Open	625.00	0.00		
01898 HERITAGE BUSINESS SYSTEMS, INC*	18-00726	03/19/18	QUARTERLY BASE 3/9/18-6/8/18	Open	1,787.61	0.00		
	18-00744	03/20/18	PRINTER REPAIR-TREAS.OFFICE	Open	170.00	0.00		
	18-00755	03/21/18	4TH QT 2017 10/1/17-12-31-17	Open	94.09	0.00		
	18-00929	04/02/18	QTR COPIER CHARGES 4/1-6/30 18	Open	103.50	0.00		
					2,155.20			
02032 JOHN'S AUTO BODY*	18-00690	03/16/18	PATROL VEHICLE REPAIR	Open	359.65	0.00		
02097 LACAL EQUIPMENT INC	18-00562	02/28/18	SWEeper PARTS	Open	5,527.14	0.00		
02134 THOMAS KEYWOOD	18-00880	03/29/18	CONTRTACTUAL REIMBURSEMENT-M	Open	788.97	0.00		
02200 KOHLER'S AUTO GLASS*	18-00583	03/05/18	THREE WINSHIELDS	Open	1,125.00	0.00		
02248 LAWMEN SUPPLY*	18-00439	02/15/18	BALLISTIC VESTS	Open	4,818.00	0.00		
02292 DONALD LOMBARDO	18-00881	03/29/18	CONTRTACTUAL REIMBURSEMENT-M	Open	1,277.64	0.00		
02349 ROBERT LUBBERMAN	18-00777	03/22/18	BASKETBALL OFFICIAL	Open	50.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02402 MGL PRINTING SOLUTIONS	18-00438	02/15/18	ENVELOPES #10 WINDOW	Open	615.00	0.00		
02418 MAJESTIC SEWER AND DRAIN*	18-00505	02/22/18	SEWER BACK UP TOWN HALL	Open	225.00	0.00		
02448 JOHN MACCARTER	18-00791	03/23/18	CONTRACTUAL REIMBURSEMENT-V	Open	223.00	0.00		
02461 JOHN MAHER	18-00790	03/23/18	CONTRACTUAL REIMBURSEMENT-M	Open	2,160.36	0.00		
02517 BRIAN MARKER	18-00930	04/02/18	CONTRACTUAL REIMBURSEMENT-M&V	Open	392.56	0.00		
02538 MARSH & MCLENNAN AGENCY, LLC*	18-00140	01/16/18	DNE \$26,664 RES 18-43 BROKER	Open	2,222.00	0.00		B
02541 ROBERT D. MARTIN, JR	18-00857	03/27/18	CONTRACTUAL REIMBURSEMENT-M	Open	60.40	0.00		
03017 SIXSMITH SPORTING GOODS INC*	17-03388	12/29/17	SHIRTS AND JACKETS	Open	225.52	0.00		
03020 NJ DIVISION OF MOTOR VEHICLES	18-00749	03/21/18	TITLE/REGISTRATION	Open	60.00	0.00		PC1
03021 NJ MOTOR VEHICLE COMMISSION	18-00746	03/20/18	TITLE/REGISTRATION TAHOE-JIM	Open	60.00	0.00		PC1
03026 NJ STATE HEALTH BENEFITS	18-00858	03/27/18	APRIL 2018 HEALTH & RX ACTIVE	Open	183,805.02	0.00		
	18-00859	03/27/18	APRIL 2018 HEALTH RETIREES	Open	103,836.94	0.00		
					287,641.96			
03072 NJ STATE LEAGUE OF MUNICIPALIT*	18-00559	02/28/18	ANNUAL MAYORS LEGISLATIVE DAY	Open	50.00	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*	17-02408	09/13/17	TRAINING - MARCH 2018 5 DAYS	Open	550.00	0.00		
03226 OLD DOMINION BRUSH CO.*	18-00416	02/09/18	PARTS LEAF TRUCK	Open	240.00	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	18-00628	03/09/18	TOILET PAPER AND GLOVES	Open	72.15	0.00		
03284 STEPHEN H. PARKER	18-00684	03/16/18	CONTRACTUAL REIMBURSEMENT-V	Open	303.95	0.00		
03285 PARA PLUS TRANSLATIONS, INC.*	18-00585	03/05/18	SPANISH INTERPRETER	Open	183.87	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03305 PEDRONI FUEL*								
	18-00756	03/21/18	NO LEAD GAS	Open	379.34	0.00		
	18-00973	04/05/18	NO LEAD GAS	Open	321.16	0.00		
					700.50			
03366 AMERI-GAS*								
	17-00624	03/07/17	PROPANE-BENNETTS MAIN BLDG	Open	137.00	0.00		
03427 POLAR BEAR*								
	18-00638	03/09/18	FIX HEAT TOWNHALL	Open	132.48	0.00		
03518 RIGGINS, INC.*								
	18-00863	03/28/18	OFF HIGHWAY DIESEL	Open	870.37	0.00		
03573 SAFETY-KLEEN CORP*								
	18-00122	01/11/18	R=EQUIP/MAINTENANCE/JAN	Open	436.03	0.00		
03611 SERVICE TIRE TRUCK CENTERS*								
	18-00226	01/22/18	TIRES/RDS/SANT/RECY/DPW/FEB.	Open	7,264.81	0.00		
03660 SIRCHIE FINGERPRINT LAB. INV.*								
	18-00575	03/02/18	DETECTIVE SUPPLIES	Open	947.15	0.00		
03692 SOUTH JERSEY GAS CO*								
	18-00869	03/28/18	GAS BILL FEBRUARY-MARCH 2018	Open	4,130.73	0.00		
03765 TAX COLL&TREAS ASSN OF C.M.C*								
	18-00598	03/06/18	2018 TAX ASSOC DUES BROWN/BREW	Open	200.00	0.00		
03799 LINDA THOMAS								
	18-00918	03/29/18	REIMBURSEMENT FOR TOLLS	Open	103.00	0.00		
03810 MUNICIPAL UTIL AUTH USAGE COST								
	18-00795	03/23/18	SEWER:CAROLINE & BATES DUE 4-1	Open	80.00	0.00		
03820 MUNICIPAL UTIL. AUTH ON CALL								
	18-00651	03/12/18	REIMBURSE HALF TOTAL BILL	Open	197.50	0.00		
03844 GIACOMO TROMBETTA								
	18-00722	03/19/18	CONTRACTUAL REIMBURSEMENT-M	Open	5.00	0.00		
	18-00937	04/03/18	CONTRACTUAL REIMBURSEMENT-M	Open	38.00	0.00		
					43.00			
03863 TREASURER, STATE OF NEW JERSEY								
	18-00938	04/03/18	STATE SURCHARGE JAN-MARCH WCM	Open	2,008.00	0.00		
	18-00939	04/03/18	STATE SURCHARGE JAN-MAR LOWER	Open	8,788.00	0.00		
					10,796.00			
03899 UPS								
	18-00792	03/23/18	SHIPPING OF EVIDENCE	Open	22.27	0.00		
03917 STATE OF NJ DEPT OF CHILD/FAML								
	18-00952	04/04/18	JAN,FEB,MARCH 2018 MAR/CU FEE	Open	525.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03918	TREASURER, STATE OF NJ							
	18-00951	04/04/18	JAN-FEB-MARCH 2018 BURIAL FEE	Open	5.00	0.00		
03954	VAN NOTE-HARVEY ASSOCIATES*							
	17-02751	10/25/17	RES 2017-281 TAX MAP	Open	25,390.00	0.00		B
03969	VERIZON							
	18-00723	03/19/18	PHONE SERVICE 3/13/18-4/12/18	Open	311.28	0.00		
03971	VERIZON WIRELESS MDT POLICE							
	18-00924	03/29/18	VERIZON WIRELESS - MDT	Open	843.33	0.00		
03985	VILLAS NAPA AUTO PARTS							
	18-00570	03/01/18	RDS/SANT/RECY/DPW/FEB.	Open	1,513.91	0.00		
	18-00696	03/16/18	RDS/SANT/RECY/MARCH	Open	2,135.59	0.00		
					<u>3,649.50</u>			
04085	CHRISTOPHER WINTER (EMPLOYEE)							
	18-00972	04/05/18	CONTRACTUAL REIMBURSEMENT-V	Open	80.00	0.00		
04266	NJ DEPT OF HEALTH&SENIOR SVCS							
	18-00953	04/04/18	DOG LICENSE FEES MARCH 2018	Open	185.40	0.00		
04288	NUANCE COMMUNICATIONS INC*							
	18-00156	01/18/18	2018 MAINT. CONTRACT	Open	4,221.00	0.00		
05066	MICHAEL REEB							
	18-00388	02/08/18	DJ FOR EASTER EGG HUNT	Open	150.00	0.00		
05087	NATIONAL ENTERTAINMENT							
	18-00386	02/08/18	EASTER EGGS FOR HUNT	Open	720.00	0.00		
5032	NORTH WILDWOOD \$ CREST SHIRT*							
	18-00397	02/08/18	EASTER SHIRTS	Open	75.00	0.00		
6045	JIM RUDNICKI							
	18-00771	03/22/18	LACROSSE OFFICIAL	Open	60.00	0.00		
6054	ANDREA SHEPPARD							
	18-00774	03/22/18	LACROSSE OFFICIAL	Open	120.00	0.00		
6059	USABLE LIFE							
	18-00789	03/23/18	APRIL 2018 LIFE INSURANCE	Open	530.11	0.00		
6071	UNITED UNIFORMS LIMITED LIAB*							
	18-00151	01/18/18	PATCHES	Open	205.99	0.00		
	18-00727	03/19/18	UNIFORMS	Open	679.60	0.00		
					<u>885.59</u>			
6082	DENNIS COTTER							
	18-00844	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7033 PHILADELPHIA INQUIRER	18-00725	03/19/18	NTB REBID ROSEANNE AVENUE	Open	2,128.80	0.00		PC1
7079 SUBURBAN PROPANE L P*	18-00944	04/03/18	PROPANE FOR PARKS	Open	627.33	0.00		
7098 SHORE VETERINARIAN ANIMAL *	18-00139	01/16/18	ANIMAL CNTRL DNE \$54K RES18-20	Open	4,500.00	0.00		B
7119 ENGINEERING DESIGN ASSOC*	15-01760	07/06/15	14-323 COASTAL DNE 54996.27	Open	9,705.00	0.00		
7168 SEAN COLLINS	18-00847	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7196 LAUREN HUGGINS SUIT*	18-00085	01/10/18	RES 18-09 DNE \$10,400	Open	866.67	0.00		B
7199 STAPLES CREDIT PLAN-INSTORE PU	18-00341	02/02/18	NOTARY STAMP	Open	42.99	0.00		
	18-00471	02/21/18	OFFICE SUPPLIES	Open	1,394.10	0.00		
	18-00480	02/21/18	HP COLOR LASER JET PRINTER	Open	489.98	0.00		
	18-00553	02/27/18	OFFICE SUPPLIES	Open	214.58	0.00		
	18-00554	02/27/18	OFFICE SUPPLIES	Open	10.60	0.00		
	18-00563	02/28/18	OFFICE SUPPLIES	Open	69.32	0.00		
	18-00566	03/01/18	SUPPLIES FOR MOVE	Open	96.21	0.00		
					2,317.78			
7245 EVER READY FIRST AID & MEDICA*	18-00564	03/01/18	NALOXONE (NARCAN)	Open	1,220.30	0.00		
7295 USPS HASLER #8007584	18-00920	03/29/18	POSTAGE	Open	25,000.00	0.00		
7354 FLEETPRIDE INC.*	18-00694	03/16/18	RDS/SANT/RECY/DPW/MARCH	Open	345.38	0.00		
7368 ACE PLUMBING/ELEC SUPPLY INC*	18-00323	01/31/18	BALLASTS FOR GYM AND MILLMAN	Open	355.20	0.00		
7378 TONY PROCOPIO	18-00862	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7391 ANDREW WELSH	18-00848	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7418 MARK RADOWITZ	18-00843	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7475 SUZANNE M SCHEID	18-00781	03/22/18	CONTRACTUAL REIMBURSEMENT-M	Open	89.20	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7497 BIRCHMEIER & POWELL LLC*	18-00721	03/19/18	CLAIM #X33073	Open	744.51	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	18-00127	01/11/18	RES 2018-01 DNE \$125,000	Open	7,828.30	0.00		B
7508 BLANEY & KARAVAN PC*	18-00131	01/11/18	RES# 18-05 PROSECUT DNE 37,500	Open	3,125.00	0.00		B
7532 HEATHER MCNULTY*	18-00946	04/03/18	MARCH 2018 PAYMENT HI-FITNESS	Open	370.00	0.00		
7556 ATLANTIC ENVELOPE COMP, INC*	18-00685	03/16/18	FIRE SAFETY-ENVELOPES	Open	226.50	0.00		
7568 AMERICAN FURNITURE RENTALS*	18-00015	01/09/18	COURT RENTAL FURNITURE	Open	358.40	0.00		B
7569 MICHAEL UCKAR	18-00773	03/22/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7575 CAPE MAY COUNTY COAST GUARD	18-00521	02/26/18	2018 FESTIVAL CONTRIBUTION	Open	1,000.00	0.00		
7618 MEGONIGAL ELECTRIC LLC*	18-00578	03/02/18	SERVICE CALL-DOUGLASS FIELD	Open	1,140.00	0.00		
7636 MOTT MACDONALD LLC*	16-02312	08/29/16	ENGINEERING FOR ROSEANN AVE	Open	1,089.00	0.00		B
	17-01015	04/13/17	BEACH DRIVE PED SFTY IMPROVEMT	Open	24,148.18	0.00		B
	17-02966	11/09/17	ROSEANN SOIL SAMPLE & DESIGN	Open	2,278.00	0.00		
	17-03204	12/07/17	RES 17-322 ROADWAY EVALUATION	Open	10,656.00	0.00		B
	18-00309	01/30/18	GENERAL ENGINEERING	Open	153.00	0.00		B
	18-00550	02/27/18	CHANGE ORDER#3 ADDITIONAL WORK	Open	11,310.00	0.00		B
	18-00568	03/01/18	ROSEANN AVE UTILITY PROJECT	Open	2,625.00	0.00		B
	18-00704	03/16/18	PROFESSIONAL ENGINEERING	Open	1,380.67	0.00		
	18-00705	03/16/18	PROFESSIONAL ENGINEERING	Open	405.33	0.00		
	18-00706	03/16/18	PROFESSIONAL ENGINEERING	Open	27.70	0.00		
	18-00707	03/16/18	PROFESSIONAL ENGINEERING	Open	10.70	0.00		
	18-00708	03/16/18	PROFESSIONAL ENGINEERING	Open	83.10	0.00		
	18-00709	03/16/18	PROFESSIONAL ENGINEERING	Open	4,173.70	0.00		
	18-00710	03/16/18	PROFESSIONAL ENGINEERING	Open	443.20	0.00		
	18-00711	03/16/18	PROFESSIONAL ENGINEERING	Open	736.20	0.00		
					59,519.78			
7650 JUMPIN' JOES LLC*	18-00395	02/08/18	BOUNCE HOUSES - EASTER HUNT	Open	400.00	0.00		
7714 MACH JACKSON	18-00846	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7756 LAN ASSOCIATES	17-01017	04/13/17	RES 17-131 FEASIBILITY AQUATIC	Open	9,731.53	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7760 CORRINE ETTER	18-00943	04/03/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7764 YVONNE CAREY	18-00775	03/22/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7777 CHRISTOPHER CAMMARATA	18-00845	03/27/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7820 DEBLASIO & ASSOCIATES, P.C*	17-03248	12/12/17	ENGINEERING SERVICES-DOUGLASS	Open	900.00	0.00		
7888 ASPHALT PAVING SYSTEMS, INC*	18-00321	01/31/18	BEACH DR PEDESTRIAN SAFETY IMP	Open	385,734.33	0.00		
7891 MIDLANTIC CONSTRUCTION LLC	18-00331	01/31/18	RETURN OF UNUSED ESCROW	Open	478.74	0.00		
7902 BLUE360 MEDIA LLC	18-00545	02/27/18	HANDBOOK	Open	161.67	0.00		
7915 CARMEN AMADOR	18-00683	03/16/18	REGISTRATION REIMBURSEMENT-LAC	Open	30.00	0.00		
7919 BRIAN UCKAR	18-00772	03/22/18	LACROSSE OFFICIAL	Open	60.00	0.00		
7920 CYNTHIA MIRANDA	18-00785	03/23/18	REIMBURSEMENT FOR JUDO	Open	40.00	0.00		
7924 STEVEN LONG	18-00852	03/27/18	RETURN OF UNUSED ESCROW	Open	7.32	0.00		
7925 BLUEHOST INC	18-00940	04/03/18	RENEWING OF TWP DOMAIN 18-2023	Open	79.95	0.00		PC1
7926 SHAWN AUSTIN	18-00942	04/03/18	LACROSSE COACH	Open	61.41	0.00		
BOSNA KAREN MANETTE BOSNA	18-00945	04/03/18	MARCH PAYMENT FOR YOGA	Open	90.00	0.00		
CANCELO DON CANCELOSI	18-00770	03/22/18	LACROSSE OFFICIAL	Open	135.00	0.00		
FATH WILLIAM FATH	18-00879	03/29/18	BASKETBALL OFFICIAL	Open	100.00	0.00		
GRIMES JAMES GRIMES	18-00769	03/22/18	LACROSSE OFFICIAL	Open	30.00	0.00		
ROMANOW FRED ROMANOWSKI	18-00621	03/08/18	LACROSSE ASSIGNOR FEE - BOYS	Open	95.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SEAGE SEAGEAR MARINE SUPPLY*								
	17-03382	12/29/17	JACKETS,GLOVES PER CONTRACT	Open	2,977.35	0.00		
	18-00653	03/13/18	WADERS	Open	700.00	0.00		
					3,677.35			
Total Purchase Orders: 181 Total P.O. Line Items: 0 Total List Amount: 993,829.97 Total Void Amount: 0.00								

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

RESOLUTION #2018-126

Title: AUTHORIZING THE PAYMENT OF VOUCHERS

Vendor	PO#	Description	CK #	Amount
Lereta, LLC	18-00732	Refund 2 nd Qtr 2017 Overpayment	061911	\$503.44
Lereta, LLC	18-00733	Refund 1 st Qtr 2018 Overpayment	061911	\$704.56
Lereta, LLC	18-00734	Refund 1 st Qtr 2018 Overpayment	061911	\$713.21
The Welchmen, LLC	18-00738	Refund 4 th Qtr 2017 Overpayment	061914	\$1807.78
Chase C/O Core Logic	18-00737	Refund 1 st Qtr 2017 Overpayment	061913	\$3395.98
Mister X, LLC	18-00731	Refund 4 th Qtr 2017 Overpayment	061912	\$2165.29
Core Logic Collections	18-00735	Refund 1 st Qtr 2018 Overpayment	061910	\$1941.51
South Shore Basketball	17-02492	Referee Fees	061915	\$1200.00

TOTAL Manual Checks \$ 12,431.77
 TOTAL Computer Generated \$ 993,829.97
 TOTAL BILL LIST \$ 1,006,261.74

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

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

RESOLUTION #2018-127

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$2,000.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues –
 Revenue Offset with Appropriations - **Atlantic County JIF Optional Safety Award**
 Total with increase to be \$ 2,000.00

SECTION 2.

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

General Appropriations –
 Public & Private Programs Offset by Revenues - Atlantic County JIF Optional Safety Award
 State/Federal Share \$ 2,000.00
 Non State Share \$
 Total with increase to be \$ 2,000.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

Atlantic County
Municipal Joint
Insurance

Fund

South Jersey Communities Securing Their Future



MEMBER MUNICIPALITY: Lower Township

2017 PROGRAM PARTICIPATION: Participated

2018 CERTIFIED ASSESSMENT: \$ 876,420

2018 OPTIONAL SAFETY BUDGET: \$ 2,000

2018 ASSESSMENT W/O OSB PROGRAM: \$ 874,420

2018 ASSESSMENT WITH OSB PROGRAM: \$ 876,420

Lower Township WILL participate in the 2018 OSB Program.

Lower Township WILL NOT participate in the 2018 OSB Program.

MUNICIPAL REPRESENTATIVE NAME:

John P. Reid

MUNICIPAL REPRESENTATIVE SIGNATURE:

John P. Reid

DATE:

1/22/2018

Please return this form via email no later than February 5, 2018 to:

Sheila Ortiz

ACM JIF

Email: sheila_ortiz@ajg.com

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

RESOLUTION #2018-128

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$750.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Atlantic County JIF Cyber Risk Award
Total with increase to be \$ 750.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$750.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Atlantic County JIF Cyber Risk Award
State/Federal Share \$ 750.00
Non State Share \$
Total with increase to be \$ 750.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

**Atlantic County Municipal Joint Insurance Fund
2018 EPL/CYBER Risk Management Budget**

Member Municipality	Opening Balance	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	Sept. 2018	October 2018	November 2018	December 2018	Paid In 2019	Total YTD Expenses	Ending Balance	Encumbered
Absecon	725.00														0.00	\$725.00	12/31/18
Avalon	725.00														0.00	\$725.00	
Bridgetine	725.00														0.00	\$725.00	
Buena	725.00														0.00	\$725.00	12/29/18
Cape May City	725.00														0.00	\$725.00	
Cape May Point	725.00														0.00	\$725.00	
Commercial	725.00														0.00	\$725.00	11/12/18
Corbin City	725.00														0.00	\$725.00	
Deerfield	725.00														0.00	\$725.00	
Delvin	725.00														0.00	\$725.00	
Diana Township	725.00														0.00	\$725.00	
Egg Harbor Twp.	725.00														0.00	\$725.00	
Estell Manor	725.00														0.00	\$725.00	
Folsom	725.00														0.00	\$725.00	
Galloway	725.00														0.00	\$725.00	
Hammonton	725.00														0.00	\$725.00	
Linwood	725.00														0.00	\$725.00	
Lengport	725.00														0.00	\$725.00	
Lower	725.00														0.00	\$725.00	
Margate	725.00														0.00	\$725.00	
Middle	725.00														0.00	\$725.00	
Milville	725.00														725.00	\$0.00	
Mullica	725.00			725.00											0.00	\$725.00	
Newfield	725.00														0.00	\$725.00	
North Wildwood	725.00														0.00	\$725.00	
Northfield	725.00														0.00	\$725.00	
Ocean City	725.00														0.00	\$725.00	
Pleasantville	725.00														0.00	\$725.00	
Sea Isle City	725.00														0.00	\$725.00	
Somers Point	725.00														0.00	\$725.00	
Stone Harbor	725.00														0.00	\$725.00	
Upper Twp.	725.00														0.00	\$725.00	
Upper Deerfield	725.00														0.00	\$725.00	
Veneta	725.00														0.00	\$725.00	
Waterford	725.00														0.00	\$725.00	
West Cape May	725.00														0.00	\$725.00	
West Wildwood	725.00														0.00	\$725.00	
Weymouth	725.00														0.00	\$725.00	
Wildwood	725.00														0.00	\$725.00	
Wildwood Crest	725.00														0.00	\$725.00	
Woodbine	725.00														0.00	\$725.00	
Total By Line	\$28,725.00	\$0.00	\$0.00	\$725.00	\$0.00	\$725.00	\$29,000.00										

Must be Claimed or Encumbered by November 30, 2018. All Encumbered Claims Must be Claimed by February 1, 2019

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

RESOLUTION #2018-129

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$2,400.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Atlantic County JIF Safety Incentive Award
Total with increase to be \$ 2,400.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$2,400.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Atlantic County JIF Safety Incentive Award
State/Federal Share \$ 2,400.00
Non State Share \$
Total with increase to be \$ 2,400.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

**Atlantic County Municipal Joint Insurance Fund
2017 SIP Qualifiers Award**

Member Municipality	Opening Balance	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	Paid in 2019	Total YTD Expenses	Ending Balance	Encumbered Funds
Absecon	2,150.00														0.00	2,150.00	
Avalon	2,150.00														0.00	2,150.00	
Brigantine	2,400.00														0.00	2,400.00	
Buena	1,900.00														0.00	1,900.00	
Cape May	2,400.00														0.00	2,400.00	
Cape May Point	1,650.00														0.00	1,650.00	
Commercial	1,650.00														0.00	1,650.00	
Corbin City	1,650.00														0.00	1,650.00	
Deerfield	1,650.00														0.00	1,650.00	
Dennis	1,900.00														0.00	1,900.00	
Downe	1,650.00														2,650.00	0.00	
Egg Harbor Twp.	2,650.00			2,650.00											0.00	1,650.00	
Estell Manor	1,650.00														0.00	1,650.00	
Folsom	1,650.00														2,400.00	0.00	
Galloway	2,400.00			2,400.00											0.00	2,400.00	
Hampton	2,400.00														0.00	2,150.00	
Linwood	2,150.00														1,900.00	0.00	
Longport	1,900.00			1,900.00											0.00	2,400.00	
Lower	2,400.00														0.00	2,400.00	
Margate	2,400.00														0.00	2,400.00	
Middle	2,400.00														2,650.00	0.00	
Milville	2,650.00			2,650.00											1,900.00	0.00	
Mullica	1,900.00			1,900.00											0.00	1,650.00	
Newfield	1,650.00														0.00	2,400.00	
North Wildwood	2,400.00														0.00	2,150.00	
Northfield	2,150.00														0.00	2,650.00	
Ocean City	2,650.00														0.00	2,650.00	
Pleasantville	2,650.00														0.00	2,400.00	
Sea Isle City	2,400.00														0.00	2,150.00	
Somers Point	2,150.00														0.00	2,150.00	
Stone Harbor	2,150.00														2,150.00	0.00	
Upper Twp.	2,150.00			2,150.00											1,900.00	0.00	
Upper Deerfield	1,900.00			1,900.00											2,400.00	0.00	
Ventnor	2,400.00			2,400.00											0.00	2,150.00	
Waterford	2,150.00														0.00	1,650.00	
West Cape May	1,650.00														0.00	1,650.00	
West Wildwood	1,650.00														0.00	1,650.00	
Weymouth	1,650.00														2,650.00	0.00	
Wildwood	2,650.00			2,650.00											0.00	2,150.00	
Wildwood Crest	2,150.00														0.00	1,650.00	
Woodbine	1,650.00														0.00	1,650.00	
Total By Line	\$85,900.00	0.00	0.00	20,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,600.00	65,300.00	

Must be Claimed or Encumbered by December 31, 2018. All Encumbered Funds Must be Claimed by February 1, 2019

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

RESOLUTION #2018-130

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$1,000.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues –
 Revenue Offset with Appropriations - **Atlantic County JIF Wellness Incentive Award**
 Total with increase to be \$ 1,000.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$1,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
 Public & Private Programs Offset by Revenues - Atlantic County JIF Wellness Incentive Award
 State/Federal Share \$ 1,000.00
 Non State Share \$
 Total with increase to be \$ 1,000.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

 Julie A Picard, Township Clerk

**Atlantic County Municipal Joint Insurance Fund
2018 WELLNESS INCENTIVE PROGRAM ALLOWANCE**

Member Municipality	Opening Balance	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	July 2018	August 2018	Sept. 2018	October 2018	November 2018	December 2018	Paid In 2019	Total YTD Expenses	Ending Balance	Encumbered
Absecon	800.00														0.00	\$800.00	
Avalon	1,000.00														0.00	\$1,000.00	
Brigantine	1,500.00														0.00	\$1,500.00	
Buena	600.00														0.00	\$1,000.00	
Cape May City	1,000.00														0.00	\$275.00	
Cape May Point	275.00														0.00	\$275.00	
Commercial	275.00														0.00	\$275.00	
Corbin City	275.00														0.00	\$275.00	
Deerfield	275.00														0.00	\$600.00	
Dennis	600.00														0.00	\$275.00	
Downe Township	275.00														0.00	\$1,500.00	
Egg Harbor Twp.	1,500.00														0.00	\$275.00	
Estel Manor	275.00														0.00	\$275.00	
Folsom	275.00														0.00	\$1,000.00	
Galloway	1,000.00														0.00	\$1,000.00	
Hamilton	1,000.00														0.00	\$600.00	
Linwood	800.00														0.00	\$800.00	
Ligonier	800.00														0.00	\$1,000.00	
Lower	1,000.00														0.00	\$1,500.00	
Margate	1,500.00														0.00	\$1,000.00	
Middie	1,000.00														0.00	\$1,500.00	
Milbrite	1,500.00														0.00	\$600.00	
Morlica	600.00														0.00	\$275.00	
Newfield	275.00														0.00	\$1,000.00	
North Wildwood	1,000.00														0.00	\$800.00	
Northfield	800.00														0.00	\$1,500.00	
Ocean City	1,500.00														0.00	\$1,600.00	
Pleasantville	1,500.00														0.00	\$1,000.00	
Sea Isle City	1,000.00														0.00	\$1,000.00	
Somers Point	1,000.00														0.00	\$1,000.00	
Stone Harbor	1,000.00														0.00	\$600.00	
Upper Twp.	800.00														0.00	\$600.00	
Upper Deerfield	600.00														0.00	\$1,500.00	
Venlor	1,500.00														0.00	\$800.00	
Waterford	800.00														0.00	\$275.00	
West Cape May	275.00														69.52	\$205.48	
West Wildwood	275.00			69.52											0.00	\$275.00	
Weymouth	275.00														0.00	\$1,500.00	
Wildwood	1,500.00														0.00	\$1,000.00	
Wildwood Crest	1,000.00														0.00	\$275.00	
Woodbine	275.00														0.00		
Total By Line	\$33,600.00	\$0.00	\$0.00	\$69.52	\$0.00	\$69.52	\$33,430.48										

Must be claimed or encumbered by December 31, 2018. Encumbered Funds need to be claimed by February 1, 2019

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

RESOLUTION #2018-131

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$175,000.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues –
 Revenue Offset with Appropriations - NJ DOT Municipal Aid
 Total with increase to be \$ 175,000.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$175,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
 Public & Private Programs Offset by Revenues - NJ DOT Municipal Aid
 State/Federal Share \$ 175,000.00
 Non State Share \$
 Total with increase to be \$ 175,000.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Acting Commissioner

February 21, 2018

The Honorable Erik Simonsen
Mayor, Lower Township
2600 Bay Shore Road
Villas, NJ 08251

Dear Mayor Simonsen:

I am pleased to inform you that your community has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2018 Municipal Aid Program for Reconstruction of Georgia Avenue, Alabama Avenue and Main Street in the amount of \$175,000.00.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 656 applications requesting more than \$298.6 million. There is \$161.25 million available in funds from the Transportation Trust Fund (TTF).

NJDOT is committed to providing statewide assistance for local governments for improvements to and preservation of the local transportation network. The completion of your project will help achieve this goal and pursue a transportation strategy that provides mobility through managing the local roadway system.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-601-6700
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-530-5271
District 4 - Cherry Hill - 856-486-6618

Again, thank you for your support of this program and good luck with your project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Gutierrez-Saccetti".

Diane Gutierrez-Saccetti
Acting Commissioner

cc: Municipal Clerk
cc: Municipal Engineer

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

RESOLUTION #2018-132

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

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

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$9,400.00 for an item of revenue in the budget of the year 2018 as follows:

Miscellaneous Revenues –
Revenue Offset with Appropriations - Emergency Management Performance Grant
Total with increase to be \$ 9,400.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$9,400.00 be and the same is hereby appropriated under the caption of:

General Appropriations –
Public & Private Programs Offset by Revenues - Emergency Management Performance Grant
State/Federal Share \$ 9,400.00
Non State Share \$
Total with increase to be \$ 9,400.00

FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk



STATE OF NEW JERSEY

VENDOR PAYMENT INQUIRY

- [Home](#)
- [Contact Us](#)
- [FAQs](#)
- [Logout](#)

Payment Details

The data displayed relates all of the payment line information provided to NJCFS to generate this payment.

If you are unable to identify this payment by the data displayed, you can contact the fiscal area of the originating State agency for assistance at ippowles@gw.njsp.org. Please include your vendor code and the voucher number in your message.

Vendor Name	LOWER TWP TREASURER
Vendor Code	21600570099
Payment Type	ACH
Check Number	1802260901
Payment Date	February 26, 2018
Check Total	\$9,400.00

Options

[Printable Version](#)

[Return to Previous Page](#)

Payment Line Details

Trans Code	UA
Voucher Agency	LAW AND PUBLIC SAFETY
Voucher Number	1200DG09127
Payee Reference	EMAA2016PW-EMPG-EMAA16
Line Number	01
Line Amount	\$9,400.00
Disbursed Amount	\$9,400.00

Additional Information

Budget Fiscal Year	2016
Fund	100
Agency	LAW AND PUBLIC SAFETY
Organization	NEW JERSEY STATE POLICE
Appr. Unit	726
Object	6120
Revenue Source	N/A
Purchase Order Number	N/A
Contract Number	N/A
CFDA Number	97.042
CFDA Description	EMERGENCY MANAGEMENT PERFORMANCE GRANTS

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

RESOLUTION # 2018-133

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

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

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

WHEREAS, the Township of Lower intends to utilize the online auction services of GovDeals located at www.govdeals.com and sell the Township surplus property.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

Car	Type of Vehicle	Miles	Plate	Vin	FA #
SRO1	2009 Dodge Durango	107,528	MG82180	1D8HB38P49F712913	2410
T-4	2010 Dodge Charger	131,896	MG89184	2B3AA4CT8AH303833	2500
T-7	2009 Dodge Charger	143,227	MG82201	2B3KA43T39H587629	3068

Printers

	Location	FA#
HP Laserjet Pro M225DN	Debbie-Records Police	3777
HP Laserjet 4050N	Room 147-Police	3483
HP Laserjet Pro 476NW	DPW Shop	3837
HP Laserjet P1505	Room 114- Police	3358
Savin Copier MP3352	Squad Room-Police	2644

BOCA

3 Shelf Book Case	Boca-Galestock	3482
Color Printer	Boca-Galestock	2623
Optiplex Pentium Computer	Boca-Galestock	2275

REMOVAL OF FA # 1644
 Guest Chair Managers Office
 One Leg Broke Off

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

RESOLUTION #2018-134

Title: RECYCLING TONNAGE GRANT CERTIFICATION OF TAXES PAID

WHEREAS, the Recycling Enhancement Act, P.L. 2007, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, there is levied upon the owner or operator of every solid waste facility (with certain exceptions) a recycling tax of \$3.00 per ton on all solid waste accepted for disposal or transfer at the solid waste facility; and

WHEREAS, whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than the annual amount of recycling tax paid by the municipality except that all grant moneys received by the municipality shall be expended only for its recycling program.

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 hereby certifies a submission of expenditure for taxes paid pursuant to P.L. 2007, chapter 311, in 2017 in the amount of \$33,389.52. Documentation supporting this submission is available at the Municipal Hall located at 2600 Bayshore Road, Villas, NJ 08251 and shall be maintained for no less than five years from this date.

REA Tax certified by: _____
Name of Official: Lauren Read,
Title of Official: Treasurer/CFO
Township of Lower
Date: April 9, 2018

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

Joseph V. Rizzuto, Executive Director



George W. Bellis, Chairman
Mr. Richard Rixey., Vice Chairman
William G. Burns, Jr.
Patricia A. Callinan
Carl H. Groom
Carol A. Heenan
Carol L. Saduk

Cape May County Municipal Utilities Authority

Post Office Box 610, Cape May Court House, NJ 08210
Telephone: (609) 465-9026 Telefax: (609) 465-9025
www.cmcmua.com email: admin@cmcmua.com

March 14, 2018

Ms. Linda Thomas
TOWNSHIP OF LOWER
2600 Bayshore Road
Villas, NJ 08251

RE: 2017 Recycling Tax/Tax Identification Statement

Dear Ms. Thomas:

The Recycling Enhancement Act (P.L.2007, ch. 311) established a fund for recycling tonnage grants to municipalities. The money deposited in the fund is generated by a tax on solid waste; the recycling tax is collected at solid waste facilities.

During the year 2017 the TOWNSHIP OF LOWER, paid \$33,389.52 in recycling tax on solid waste delivered to Cape May County Municipal Utilities Authority Solid Waste Facilities. This amount is to be reported on the NJDEP's Tax Identification Statement form (sample enclosed) and submitted to the NJDEP along with the Annual Recycling Tonnage Grant/Report.

If you have any questions about the Recycling Tonnage Report, do not hesitate to contact me.

Very truly yours,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY

A handwritten signature in black ink, appearing to read "Linda S. Crumbock".

Linda S. Crumbock, CRP
Recycling Coordinator

LSC:pem
Attachment
cc: Mr. John R. Conturo, P.E.
Ms. Katherine A. Robert

Recycled Paper

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

RESOLUTION #2018-135

Title: **RECYCLING TONNAGE GRANT RESOLUTION**

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, A resolution authorizing Lower Township to apply for the **2017 Recycling Tonnage Grant** will memorialize the commitment of this municipality to recycling and to indicate the assent of Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township of Lower hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Linda Thomas, CRP, to ensure that the application is properly filed.

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

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

RESOLUTION #2018-136

Title: A RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE CAPE MAY COUNTY OPEN SPACE PROGRAM FOR THE DEVELOPMENT OF AN AQUATIC CENTER

WHEREAS, the Council of the Township of Lower has determined that it is in the best interest of the Township to develop an aquatic center; and

WHEREAS, funds for such a development may be available to the Township of Lower under the Cape May County Open Space Program; and

WHEREAS, an application must be filed with the Cape May County Open Space Program to apply for such funds.

NOW, THEREFORE, BE IT RESOLVED that Township Council of the Township of Lower, County of Cape May, State of New Jersey formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit a grant application.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held April 9, 2018.

Julie A Picard, Township Clerk

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

RESOLUTION # 2018-137

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

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

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

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

<u>Band</u>	<u>Date</u>	<u>Cost</u>	<u>Township Share</u>
*Amish Outlaws	7/11/2018	\$ 4,500.00	\$ 2,250.00
Soul Cruisers	7/18/2018	\$ 4,250.00	\$ 2,125.00
*The Nerds	7/25/2018	\$ 4,500.00	\$ 2,250.00
Danny V's	8/8/2018	\$ 3,750.00	\$ 1,875.00
Separate Ways	8/15/2018	\$ 3,500.00	\$ 1,750.00
Kevin Miller's Smashed	8/22/2018	\$ 2,500.00	\$ 1,250.00
TO: Frank Kielb Entertainment (FKE)			
Desert Highway	8/1/2018	\$ 4,750.00	\$ 2,375.00
TO: Anderson Entertainment Management, Inc.			
*Stellar Mojo	8/29/2018	\$ 2,800.00	\$ 1,400.00
	TOTAL	\$30,550.00	\$15,275.00

WHEREAS, the amount of said contract shall be in accordance with the services set forth on Exhibit A-H attached hereto; and

WHEREAS, the DRBA has authorized a contribution of \$15,275.00 towards the entertainment events; and

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

 Lauren Read, CFO

8-01-30-420-259
 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 contracts are hereby awarded as per attached contracts *with required deposits not to exceed cancellation fees:

AWARD TO:	MEDIA FIVE ENTERTAINMENT (6) Six Concerts
SUB TOTAL:	\$ 23,000.00 Total (\$ 11,500.00 Township Portion)
AWARD TO:	FRANK KIELB ENTERTAINMENT (1) One Concert
SUB TOTAL:	\$ 4,750.00 Total (\$ 2,375.00 Township Portion)
AWARDED TO:	Anderson Entertainment Management, Inc. (1) Concert
	\$ 2,800.00 Total (\$1,400.00 Township Portion)
COMPLETE TOTAL:	\$ 30,550.00 (\$ 15,275.00 Township Portion)

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

 Julie A Picard, Township Clerk



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 **December 15, 2017** between **STEVE TARKANISH /STARS** herein referred to as "Artist" providing the services of **The Nerds** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday July 25, 2018** 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 **\$4,500.00** For Engagement / Band to Provide Complete PA and Operator
 \$2000 deposit required / Rain cancellation deadline of 11AM . If canceled band receives 50% of their fee. Once the band leaves for the show they will be paid 100% of their fee and have to be ready and willing to play at the starting time and wait out any pop showers

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

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

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.
 7. **DEPOSIT RECEIVED - Date:** **Amount: \$2,000.00** 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.
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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT
 Purchaser Name
 XBy [Signature] 2/9/18
 Purchaser Signature (or an authorized agent thereof)
Lower Township Department of Parks and
 Lower Township Department of
 2600 Bayshore Road
 Villas NJ 08251

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT
 Artist Name / Federal ID#
 XBy _____
 Artist Signature (or an authorized agent thereof)
STEVE TARKANISH /STARS
 c/o Media Five Ltd.
 3005 Brodhead Road Suite 170
 Bethlehem PA 18020

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



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

CONTRACT NO.
72699

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 **December 14, 2017** between **STARS Production C/O Greg Smith** herein referred to as "Artist" providing the services of **Amish Outlaws** 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 11, 2018** 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 **\$4,500.00** For Engagement / Band to Provide Complete PA and Operator
 \$2000 deposit required / Rain cancellation deadline of 11AM . If canceled band receives 50% of their fee. Once the band leaves for the show they will be paid 100% of their fee and have to be ready and willing to play at the starting time and wait out any pop showers

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. In event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

7. **DEPOSIT RECEIVED - Date:** Amount: **\$2,000.00**

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; 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 this Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.

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

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

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

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 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 [Signature] 2/9/18

XBy [Signature]

Purchaser Signature (or an authorized agent thereof)
Lower Township Department of Parks and

Artist Signature (or an authorized agent thereof)
STARS Production C/O Greg Smith

Lower Township Department of
 2600 Bayshore Road
 Villas NJ 08251

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

Buyer Email:

Booking Agent

David Sestak

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

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

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



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

NJ License# BWO385500

ENGAGEMENT AGREEMENT

1. This Agreement made on February 12, 2018 between Daniel Vechesky herein referred to as "Artist" providing the services of **Danny V's 52nd Street Band The Ultimate** 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 8, 2018** B. Hours of Engagement **5:30-8:30** C. Sets

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE **2-70**

3. Engagement Price Agreed Upon **\$3,750.00** For Engagement / Band to Provide Complete PA and Operator / Advance date with Bruce Fournier @ 609-886-7880

11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM / In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

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

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

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

7. DEPOSIT RECEIVED - Date: Amount: in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.
 8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.
 Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

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

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.
11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counterpart parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as with 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 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT

I HAVE READ AND UNDERSTAND THIS AGREEMENT

XBy [Signature] Purchaser Name
 Purchaser Signature (or an authorized agent thereof)

XBy [Signature] Artist Name / Federal ID# 47-1460218
 Artist Signature (or an authorized agent thereof)

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

Daniel Vechesky
 c/o Media Five Ltd.
 3005 Brodhead Road Suite 170
 Bethlehem PA 18020

Buyer Email:

Booking Agent **David Sestak**

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

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

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



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

NJ License# BWO365500

ENGAGEMENT AGREEMENT

1. This Agreement made on **February 12, 2018** between **Frank Kielb Entertainment Inc** herein referred to as "Artist" providing the services of **Separate Ways the Band** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday August 15, 2018** B. Hours of Engagement **5:30-8:30** C. Sets **2-70**

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$3,500.00** For Engagement / Band to Provide Complete PA and Operator / Advance date with Bruce Fournier @ 609-886-7880

11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM / In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

4. **Special Requirements Of Artists**

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

5. **Additional Requirements Checked Below**

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

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

7. DEPOSIT RECEIVED - Date: Amount:

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 returns 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 at 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 2/14/18
 Purchaser Signature (or an authorized agent thereof)

XBy
 Artist Signature (or an authorized agent thereof)

Lower Township Department of Parks and

Frank Kielb Entertainment Inc

Lower Township Department of
 2600 Bayshore Road
 Villas NJ 08251

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

Buyer Email:

Booking Agent **David Sestak**

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

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



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 **March 28, 2018** between **Kevin Miller** herein referred to as "Artist" providing the services of **Kevin Miller's Smashed** 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 22, 2018** B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

BAND LEADER IS
 RESPONSIBLE
 FOR ADVANCING
 THIS DATE
 WITH VENUE

3. Engagement Price Agreed Upon **\$2,500.00** For Engagement / Band to Provide Complete PA and Operator
 11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM
 In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the entire performance time until it is determined they can return to the stage to finish the night.

4. Special Requirements Of Artists

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

5. Additional Requirements Checked Below

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

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

7. DEPOSIT RECEIVED - Date: _____ Amount: _____
 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.
- 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.

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)
Kevin Miller
 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.
72683

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 **December 12, 2017** 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 **Club 100% Headline**

2. A. Date(s) of Engagement **Wednesday July 18, 2018** 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 **\$4,250.00** For Engagement / Band to Provide Complete PA and Operator

Rain cancellation deadline of 11AM . If canceled band receives 50% of their fee. Once the band leaves for the show they will be paid 100% of their fee and have to be ready and willing to play at the starting time and wait out any pop showers

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

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

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

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

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

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

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.
- 11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
- 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
- 13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).
- 14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT
 Purchaser Name 2/9/18

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# **13-3992593**

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

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

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



Anderson Entertainment Management, Inc.

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

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

#AEM11697

THIS CONTRACT, made this 27th day of March 2018, WITNESSETH that the undersigned (hereinafter called the Organization) engages ANDERSON ENTERTAINMENT MANAGEMENT, INC. (hereinafter called "Agency") to provide bands according to the terms and conditions hereinafter set forth.

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

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

ADDITIONAL DETAILS: **Dress: Formal**

DATE OF ENGAGEMENT(S): **August 29, 2018**

NAME OF BAND: **Stellar Mojo**

CONTRACTED FEE: **\$2,800.00**

GRAND TOTAL: **\$2,800.00**

METHOD OF PAYMENT

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

TERMS AND CONDITIONS

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

PLEASE SIGNIFY YOUR AGREEMENT TO THE FOREGOING BY SIGNING BELOW

Authorized Representative (please print)

Frank Annunziata

Name of Agent

By _____ / /
Signature of Authorized Representative

By _____ 3 / 27 / 18
Signature of Agent

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

Anderson

CHECKLIST

PROFESSIONAL SERVICE CONTRACT REQUIREMENTS

The following must be submitted to the Township Clerk 10 Days prior to award:

- _____ SIGNED CONTRACT BY PROFESSIONAL
- _____ BUSINESS REGISTRATION CERTIFICATE
- _____ SIGNED EXHIBIT A MANDATORY EQUAL OPPORTUNITY FORM
- _____ EEO CERTIFICATE OR AA302
- _____ BUSINESS ENTITY DISCLOSURE
- _____ PAY TO PLAY AFFIDAVIT

COUNCIL APPROVAL

- _____ RESOLUTION
- _____ EXECUTED CONTRACT
- _____ ADVERTISEMENT 10 DAYS AFTER AWARD

Julie Picard, RMC _____

Margaret Vitelli, QPA or PACO _____

Chapter 95, PROFESSIONAL SERVICE CONTRACTS, REGULATION OF

[HISTORY: Adopted by the Township Council of the Township of Lower 10-4-2004 by Ord. No. 2004-10. Amendments noted where applicable.]

§ 95-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUSINESS ENTITY SEEKING A PUBLIC CONTRACT -- An individual, including the individual's spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, organization or association. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.

PROFESSIONAL BUSINESS ENTITY -- A business entity as defined in this section which provides services by individuals who are required to be professionally licensed under the laws or regulations of this State or which provides "extraordinary unspecifiable services" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).

§ 95-2. Prohibition of awarding public contract to certain contributors.

A. Any other provision of law to the contrary notwithstanding, the Township of Lower or any of its purchasing agents or agencies or those of its independent authorities, boards or commissions, as the case may be, shall not enter into an agreement or otherwise contract to procure services from any professional business entity if that entity has solicited or made any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of any candidate for or holder of the office of Mayor or Council of the Township of Lower or to any Township of Lower political party committee in excess of the thresholds specified in Subsection C of this section within one calendar year immediately preceding the date of the contract or agreement.

B. No professional business entity which enters into negotiations for or agrees to any contract or agreement with the Township of Lower or any department or agency thereof or of its independent authorities, boards or commissions for the provision of professional services shall knowingly solicit or make any contribution of money or pledge of a contribution including in-kind contributions in excess of the thresholds specified in Subsection C of this section to a campaign committee of any candidate for or holder of the office of Mayor or Council of the Township of Lower or to any Township of Lower political party committee between the time of first communications between that business entity and the Township of Lower regarding a specific professional services agreement and the later of the termination of negotiations or the completion of the contract or agreement.

C. Notwithstanding Subsections A and B above, any individual who is a professional business entity may annually contribute a maximum of \$250 each for any purpose to any candidate for or holder of the offices of Mayor or Council of the Township of Lower, or \$500 to any Township of Lower political party committee, without violating this § 95-2; provided, however, that no group of individuals meeting the definition of a professional business entity may, in the aggregate, contribute annually for any purpose in excess of \$2,500 to all Township of Lower candidates for or holders of the offices of Mayor or Council and all Township of Lower political party committees combined without violating § 95-2.

§ 95-3. Contributions made prior to the effective date.

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any candidate for or holder of the office of Mayor or Council of the Township of Lower or Township of Lower political party committee shall be deemed a

violation of this chapter, nor shall an agreement for services be disqualified thereby, if that contribution or agreement was made by the professional business entity prior to the effective date of this chapter.

§ 95-4. Contribution statement required by professional business entity.

A. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies or independent authorities, boards or commissions, as the case may be, shall receive a sworn statement from the professional business entity made under penalty of perjury that the professional business entity has not made a contribution in violation of § 95-2.

B. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies or independent authorities, boards or commissions, as the case may be, shall also receive a sworn statement from the professional business entity made under penalty of perjury disclosing all contributions made by the professional business entity during the immediately preceding 12 months to any New Jersey state and/or county political party committees which contributions, when added to any contributions made to any Township of Lower political party committees during the same time period, exceed the sum of \$500.

C. The professional business entity shall have a continuing duty to report any violations of this Chapter that may occur and to report any additional contributions to New Jersey state and/or county political party committees above the amounts set forth in Subsection B of this section during the negotiation or duration of a contract.

D. The sworn statement required under this section shall be made prior to entry into the contract or agreement with the Township and shall be in addition to any other certifications that may be required by any other provision of law.

§ 95-5. Penalty.

A. All Township of Lower professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity to violate § 95-2 or to knowingly conceal or misrepresent contributions given or received or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.

B. Any professional business entity who knowingly fails to reveal a contribution made in violation of § 95-2 or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution shall be disqualified from eligibility for future Township contracts for a period of four calendar years from the date of the violation.

C. Nothing herein shall be deemed to apply to contributions made to any county or state campaign committee, candidate or officeholder, or to any county or state political party committee, however, such contributions are subject to the disclosure provision that may apply as set out in § 95-4C.

§ 95-6. Procedures to ensure compliance with regulation.

A. Neither the Chief Financial Officer nor his or her designee shall issue a certification of availability of funds without first receiving a certification from the Township Manager that the disclosures required by this chapter have occurred and that such disclosures do not violate the contribution limits set forth herein.

B. No contract or agreement for professional services shall be signed and delivered to any professional business entity without full compliance with this chapter.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Firm Name: Anderson Entertainment Management Inc.

Name of Agent: Frank Annunziata

Title: AGENT / OWNER

Date: 4/3/18

**LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005**

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

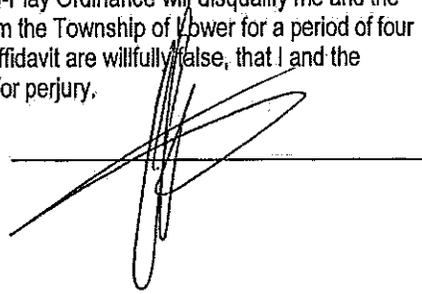
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
	N/A	

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.



Sworn and Subscribed to before me
this ____ day of _____, 20__.

Notary Public

FRANK KIELB ENTERTAINMENT, Inc.

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

Thursday, February 8, 2018

CONFIRMATION of AGREEMENT

1122080118

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

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

**LOWER TOWNSHIP CONCERT SERIES 2018
LEWES FERRY CAPE MAY TERMINAL
1200 Lincoln Road, Cape May, NJ 08204**

**Dear Bruce,
Per our email exchanges on Tuesday, December 6th at 6:27pm:**

**Confirming :
Desert Highway (www.deserthighwayband.com)**

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

**Date :
WEDNESDAY, AUGUST 1ST, 2018**

**Event :
LOWER CAPE MAY CONCERT SERIES 2018**

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

Price : \$4750.00

RETURN AGREEMENT : Please sign and fax or email this agreement by Friday, February 23rd, 2018. (610) 325-4541 fax

PAYMENT: \$4750.00

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

Check payable to :

FRANK KIELB ENTERTAINMENT, Inc.,

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

CLIENT will provide :

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

BAND will provide :

A. Transportation

B. Backline

C. Production (sound/lights/tech)

a. Late Night Sound: Bruce Gill 610-909-4874

D. Lodging

DAY OF SHOW CONTACTS :

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

Not on site but reachable:

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

TIMELINE : (Approximate)

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

3:30pm- BAND- Load in backline

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

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

5:30pm- ANNOUNCEMENTS

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

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

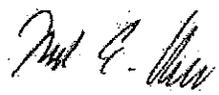
8:30pm

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

Purchaser agrees that all dates for a period of Two (2) years from 8/1/18 for DESERT HIGHWAY will be booked thru Frank Kielb, Frank Kielb Entertainment, Inc.


X _____
Mitchell Plenn

Date 2/9/18


X _____
Frank Kielb for :

Date 2/8/18

**FRANK KIELB ENTERTAINMENT, Inc. / Desert Highway
CONFIRMATION of AGREEMENT # 1121080118**

Kielb

CHECKLIST

PROFESSIONAL SERVICE CONTRACT REQUIREMENTS

The following must be submitted to the Township Clerk 10 Days prior to award:

- _____ SIGNED CONTRACT BY PROFESSIONAL
- _____ BUSINESS REGISTRATION CERTIFICATE
- _____ SIGNED EXHIBIT A MANDATORY EQUAL OPPORTUNITY FORM
- _____ EEO CERTIFICATE OR AA302
- _____ BUSINESS ENTITY DISCLOSURE
- _____ PAY TO PLAY AFFIDAVIT

COUNCIL APPROVAL

- _____ RESOLUTION
- _____ EXECUTED CONTRACT
- _____ ADVERTISEMENT 10 DAYS AFTER AWARD

Julie Picard, RMC _____

Margaret Vitelli, QPA or PACO _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

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The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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Firm Name: Frank Kielb Entertainment, Inc.

Name of Agent: Frank Kielb

Title: Owner

Date: 4/3/18

**LOWER TOWNSHIP
2600 BAYSHORE ROAD
VILLAS, NJ 08251
(609) 886-2005**

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.

Paul E. Shaw

Sworn and Subscribed to before me
this ____ day of _____, 20__.

Notary Public

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

TOWNSHIP OF LOWER

Part I – Contractor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Erik Simonsen	
Frank Sipple	Any present or future candidate committee or
Rolland Roy	joint candidate committee or local political party
Thomas Conrad	committee formed for the election of members of
David Perry	the Lower Township governing body.

Part II – Ownership Disclosure Certification

_____ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

Partnership
 Corporation
 Sole Proprietorship
 Subchapter
 S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Frank Kielb Entertainment, Inc.

Signed: *Frank Kielb* Title: Owner

Print Name: Frank Kielb Date: 4/3/18

Subscribed and sworn before me this ___ day of _____, 20_____.	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

Chapter 95, PROFESSIONAL SERVICE CONTRACTS, REGULATION OF

[HISTORY: Adopted by the Township Council of the Township of Lower 10-4-2004 by Ord. No. 2004-10. Amendments noted where applicable.]

§ 95-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUSINESS ENTITY SEEKING A PUBLIC CONTRACT -- An individual, including the individual's spouse, if any, and any child living at home, person, firm, corporation, professional corporation, partnership, organization or association. The definition of a business entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.

PROFESSIONAL BUSINESS ENTITY -- A business entity as defined in this section which provides services by individuals who are required to be professionally licensed under the laws or regulations of this State or which provides "extraordinary unspecifiable services" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).

§ 95-2. Prohibition of awarding public contract to certain contributors.

A. Any other provision of law to the contrary notwithstanding, the Township of Lower or any of its purchasing agents or agencies or those of its independent authorities, boards or commissions, as the case may be, shall not enter into an agreement or otherwise contract to procure services from any professional business entity if that entity has solicited or made any contribution of money or pledge of a contribution, including in-kind contributions, to a campaign committee of any candidate for or holder of the office of Mayor or Council of the Township of Lower or to any Township of Lower political party committee in excess of the thresholds specified in Subsection C of this section within one calendar year immediately preceding the date of the contract or agreement.

B. No professional business entity which enters into negotiations for or agrees to any contract or agreement with the Township of Lower or any department or agency thereof or of its independent authorities, boards or commissions for the provision of professional services shall knowingly solicit or make any contribution of money or pledge of a contribution including in-kind contributions in excess of the thresholds specified in Subsection C of this section to a campaign committee of any candidate for or holder of the office of Mayor or Council of the Township of Lower or to any Township of Lower political party committee between the time of first communications between that business entity and the Township of Lower regarding a specific professional services agreement and the later of the termination of negotiations or the completion of the contract or agreement.

C. Notwithstanding Subsections A and B above, any individual who is a professional business entity may annually contribute a maximum of \$250 each for any purpose to any candidate for or holder of the offices of Mayor or Council of the Township of Lower, or \$500 to any Township of Lower political party committee, without violating this § 95-2; provided, however, that no group of individuals meeting the definition of a professional business entity may, in the aggregate, contribute annually for any purpose in excess of \$2,500 to all Township of Lower candidates for or holders of the offices of Mayor or Council and all Township of Lower political party committees combined without violating § 95-2.

§ 95-3. Contributions made prior to the effective date.

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any candidate for or holder of the office of Mayor or Council of the Township of Lower or Township of Lower political party committee shall be deemed a

violation of this chapter, nor shall an agreement for services be disqualified thereby, if that contribution or agreement was made by the professional business entity prior to the effective date of this chapter.

§ 95-4. Contribution statement required by professional business entity.

A. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies or independent authorities, boards or commissions, as the case may be, shall receive a sworn statement from the professional business entity made under penalty of perjury that the professional business entity has not made a contribution in violation of § 95-2.

B. Prior to awarding any contract or agreement to procure services with any professional business entity, the Township or any of its purchasing agents or agencies or independent authorities, boards or commissions, as the case may be, shall also receive a sworn statement from the professional business entity made under penalty of perjury disclosing all contributions made by the professional business entity during the immediately preceding 12 months to any New Jersey state and/or county political party committees which contributions, when added to any contributions made to any Township of Lower political party committees during the same time period, exceed the sum of \$500.

C. The professional business entity shall have a continuing duty to report any violations of this Chapter that may occur and to report any additional contributions to New Jersey state and/or county political party committees above the amounts set forth in Subsection B of this section during the negotiation or duration of a contract.

D. The sworn statement required under this section shall be made prior to entry into the contract or agreement with the Township and shall be in addition to any other certifications that may be required by any other provision of law.

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B. Any professional business entity who knowingly fails to reveal a contribution made in violation of § 95-2 or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution shall be disqualified from eligibility for future Township contracts for a period of four calendar years from the date of the violation.

C. Nothing herein shall be deemed to apply to contributions made to any county or state campaign committee, candidate or officeholder, or to any county or state political party committee, however, such contributions are subject to the disclosure provision that may apply as set out in § 95-4C.

§ 95-6. Procedures to ensure compliance with regulation.

A. Neither the Chief Financial Officer nor his or her designee shall issue a certification of availability of funds without first receiving a certification from the Township Manager that the disclosures required by this chapter have occurred and that such disclosures do not violate the contribution limits set forth herein.

B. No contract or agreement for professional services shall be signed and delivered to any professional business entity without full compliance with this chapter.

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

RESOLUTION # 2018-138

Title: **CONTRACT AWARD TO PROVIDE THE 2018 FIREWORKS SHOW INCLUDING THE BARGE TO S. VITALE PYROTECNICO INDUSTRIES INC.**

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

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

Lauren Read, CFO

8-01-30-420-254
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: S. VITALE PRYOTECNICO INDUSTRIES INC.
TOTAL: 2018 YEAR \$46,500.00
2019 YEAR \$48,000.00 upon approval of 2019 Resolution

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPLE						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

Re-Bid# 2016-13. PROPOSAL FORM

2017 INDEPENDENCE DAY FIREWORK SHOW Barge Included (with 2nd and 3rd Year Option)

In accordance with the Bid Proposal, General Instructions, Conditions and Specifications, we wish to bid the following; Supply & perform a minimum Twenty Three (23) minute Independence Day Pyro theatrical performance of a fireworks show on July 3, 2017 @ 9:00 PM EDT.

*A copy of the proposed program for the aerial display shall be provided with the submittal of the bid proposal. Failure to supply the required program with the proposal shall be considered just cause for the Township's rejection of the bid. *Barge Show Must be Electronically Fired.*

1.	2017 Independence Day Firework Show Bid Price	\$ <u>45,000.00</u> 2017
2.	Optional 2nd Year 2018 Rate (Same as above)	\$ <u>46,500.00</u> 2018
3.	Optional 3rd Year 2019 Rate (Same as above)	\$ <u>48,000.00</u> 2019

RATE FOR WEATHER/RAIN DELAY/POSTPONEMENT

Weather/Rain Delay/Postponement Date/Time: If required this date shall be determined by the Township at the time of the postponement of the originally scheduled show.

Note: This fee shall only be paid by the Township, if the weather/rain delay/postponement is evoked by the Township and if less than twenty-four (24) hours of notice is given to the contractor.

\$ 5,500.00 per year
2017/2018/2019

***Detailed Description of type and amount of shells per "Show" must accompany the proposal.

Submitted by: KEN FURSTOSS
(Name of Firm)

Name: PYROTECNICO FIREWORKS, INC.
(Please Type or Print)

Signature: *Ken Furstoss*
SHOW PRODUCER

Title: _____

Dated: 07 / 29 / 16

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

RESOLUTION # 2018-139

Title: AUTHORIZING PAYOUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has resigned from the Township and is entitled to payment for accumulated vacation 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 signature _____ that adequate funding is available for accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that a payment due to Edward Dougherty in the amount of \$ 437.29 is authorized and chargeable to the Reserve for Accumulated Absences.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

Dougherty, Edward

TOWNSHIP OF LOWER
 RETIREMENT PAYOUT ANALYSIS
 DATE:

EMPLOYEE: Dougherty, Edward
 DATE OF RESIGNATION: 3/31/2018
 DATE OF PAYMENT: _____
 RESOLUTION #: _____

Annual Salary:	\$34,323.00
Hourly Rate:	\$16.5014
Longevity	\$0.00

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	16.50	0.00
Personal	(16.00)	16.50	(264.02)
Sick	0.00	16.50	0.00
Vacation	42.50	16.50	701.31
	26.50		
Terminal Leave Payout			\$437.29

	(A)	(B)	(C)	(B * C)	(E)	A + D - E	
	Carryover	Annual	13 weeks / 52 weeks	Prorated Time Due	Time Used	Hours to be paid	
Comp				0.00		0.00	
Personal	0.00	32.00	0.25	8.00	24.00	(16.00)	contract max 840 hours
Sick	138.75	120.00	0.25	30.00	32.00	0.00	
Vacation	56.50	104.00	0.25	26.00	40.00	42.50	
Total	195.25	256.00	0.75	64.00	96.00	26.50	

Accrual and time used are current to 03/31/18 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 #2018-140

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FY2018 NJDOT MUNICIPAL AID RECONSTRUCTION OF GEORGIA AVENUE, ALABAMA AVENUE AND MAIN STREET**

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

WHEREAS, DeBlasio & Associates have provided a proposal for professional engineering services for the FY2018 NJDOT Municipal Aid Reconstruction of Georgia Avenue, Alabama Avenue and Main Street in the amount of:

Engineering & Construction Phase	\$ 29,500.00
Construction Inspection & Material Testing	\$ 15,000.00
TOTAL Professional Service	\$ 44,500.00

WHEREAS, the Township Council desires to approve the proposal, and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation:

Signature: _____
Lauren Read, CFO

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

1. The Project Proposal between DeBlasio & Associates and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$44,500.00 is hereby approved.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

DEBLASIO & ASSOCIATES

CONSULTING ENGINEERS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

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

March 28, 2018

VIA EMAIL & REGULAR MAIL

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

**Re: Township of Lower, Cape May County, NJ
FY2018 NJDOT Municipal Aid
Reconstruction of Georgia Avenue,
Alabama Avenue & Main Street
D&A File #: LT-C-005**

Dear Mr. Douglass:

DeBlasio & Associates, P.C. is pleased to provide this proposal to provide our professional engineering, public bidding and construction phase services for the **FY2018 NJDOT Municipal Aid Reconstruction of Georgia Avenue, Alabama Avenue & Main Street.**

➤ Engineering & Construction Phase Cost:	\$29,500.00
• Roadway Coring for Pavement Design	
• Test Pit Observation*	
• Design Plans and Specifications	
• NJDOT Grant & Project Administration	
• Public Bidding Procurement	
• Contract Administration	
• Project Close Out	
➤ Construction Inspection & Material Testing Cost:	\$15,000.00
• Part Time Construction Observation-160 Hours	
• Roadway Coring & Testing Compliance	
Total Professional Service Fee	\$44,500.00

* Lower Township will provide the necessary backhoe and labor services to dig test pits along Alabama Avenue, Georgia Avenue and Main Street as needed.

Enclosed please find one (1) copy of the project location map for your reference.

Upon your authorization, we are prepared to begin work immediately on the Township's **FY2018 NJDOT Municipal Aid Reconstruction of Georgia Avenue, Alabama Avenue & Main Street**. Should you have any questions or require any additional information, please do not hesitate to contact me at our office. Thank you for the opportunity to submit this proposal.

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



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

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

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

RESOLUTION # 2018-141

Title: **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; and may thereafter extended said lease for an additional 25 years by resolution 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, County of Cape May, State of New Jersey as follows:

1. The Township of Lower may execute the prepared Lease Agreement attached hereto upon the passage of this resolution.
2. The attached lease agreement will be effective upon passage of Resolution by Cape May County Freeholders along with the fully executed lease agreement. .

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

LEASE AGREEMENT

(Joint Public Safety Facility)

THIS LEASE AGREEMENT is made and entered into this _____ day of _____ 2017, by and between the **COUNTY OF CAPE MAY**, a body corporate and politic of the State of New Jersey, with offices located at 4 Moore Road, Cape May Court House, New Jersey 08210 (the "Lessor" or the "County") and the **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey, whose offices are located at 2600 Bayshore Road, in the Villas Section of the Township of Lower, New Jersey 08251 (the "Lessee" or the "Township").

WITNESSETH:

WHEREAS, the County is the owner of the Cape May County Airport (the "Airport") which, among other uses, hosts a multiuse commercial and industrial park that includes the Lower Township Public Safety Building, 405 Breakwater Road (Block 410, Lot 36), Erma, NJ 08204 (the "Public Safety Building" or the "Property"); and

WHEREAS, by prior Memorandum of Agreement authorized and executed by and between each of the parties, the parties agreed upon a comprehensive strategy for the joint re-development of the Public Safety Building into a state of the art, shared facility allowing the Township to upgrade their public safety and emergencies operations facilities and the County to develop an emergency management, planning and operations center; and

WHEREAS, pursuant to the Memorandum of Agreement, the Township has conveyed to the County all right, title and interest in the structure comprising the Public Safety Building, together with the fixtures and appurtenances thereto, including the two (2) radio towers located on the Property, by Bill of Sale;

WHEREAS, pursuant to the Memorandum of Agreement, the County has commenced and has now completed construction of significant renovations to the Public Safety Building for the joint use and benefit of the parties; and

WHEREAS, while construction was underway, the parties executed an Interim Lease Agreement to memorialize their respective rights, responsibilities and interest in the facility during the period of renovation; and

WHEREAS, as construction work has been substantially completed, it is appropriate at this juncture, in accordance with the spirit of cooperation embodied in the Memorandum of Agreement, to entered into this successor Lease Agreement for the benefit of each of the parties; and

WHEREAS, the Township desires to lease designated areas of the Public Safety Building, as reflected on the annexed Schedule "A"¹, for use by various Township departments and purposes, and County desires to let same to the Township, upon the terms and conditions hereinafter set forth:

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

1. LEASE OF PROPERTY

Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be paid, kept, observed and performed, has

¹ In accordance with Schedule "A", the Township's designated areas – comprised of the Police Department (18,724sf), the Court (4,025 sf) and the Fire/EMS (6,522sf) areas – total 29,271sf of the 46,843sf facility. The County's dedicated area totals 17,572sf. The parties' respective pro rata shares of the building are 62.5% Lower Township, 37.5% County.

leased, rented, let and demised the Property, and by these presents does lease, rent, let and demise unto Lessee the Property, and Lessee does hereby take and hire the Property, upon and subject to the conditions and limitations hereinafter expressed.

2. TERM

The Term of this Lease shall commence upon the adoption of this Lease by a Resolution of Lessor and the payment to Lessor of the Year One Rent, as hereafter defined (the "Lease Commencement Date"), and shall continue until 12 o'clock midnight, prevailing time, on August 31, 2067, unless sooner terminated as hereinafter provided (the "Initial Term"). Unless terminated on due and sufficient notice in accordance with Section 15, infra, this Lease shall automatically renew for an additional period of twenty-five (25) years, terminating on August 31, 2092 (the "Renewal Term"). (Collectively, the Initial Term and the Renewal Term may be referred to herein as the "Term."). In establishing these terms, it is the intent of the parties to create the longest possible term as permitted under the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-15.

3. RENTAL; OTHER CONSIDERATION

(a) For purposes of this Lease, the parties agree that the total cost of the construction project associated with the Lessee's designated portions of the building, as reflected on Schedule "A", is \$2,796,000. The Township's portion of the debt service incurred in connection with its share of the construction cost is detailed more particularly in the "Debt Service Schedule" annexed hereto and incorporated herein as Schedule "B". Pursuant thereto, the Township's portion of the debt service shall be retired on or before December 31, 2036 (the "Debt Service Retirement Date"), such date occurring during the Initial Term of this Lease. In consideration of this Lease, and for so long as the Township is satisfying its share of the

construction debt service, Lessee covenants and agrees to pay to Lessor, without demand, base rent in the total sum of ONE DOLLAR (\$1.00) per year (the "Base Rent").

(b) The first year Base Rent shall be paid in full on the Lease Commencement Date. Thereafter, rent for each successive year of the Term shall be payable on the anniversary of the Lease Commencement Date.

(c) All rent shall be payable without prior notice or demand, at Lessor's address as set forth above or at such other place, or to such other person, as Lessor may from time to time direct.

(d) If any payment required by Lessee under any of the terms hereof shall not be paid within ten (10) days from the date it is due, Lessee shall, without demand, pay a late charge to Lessor equal to five (5%) percent of the rent so due and such late charge shall be deemed additional rent for purposes of this Lease.

(e) No payment by Lessee or receipt by Lessor of a lesser amount than any payment of rent or additional rent or assessment herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or additional rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease, at law or in equity.

(f) All payments of sums deemed to be additional rent or assessment under this Lease shall be payable at the time said additional rent accrues.

(g) Except as may be specifically authorized herein, there shall be no abatement, apportionment or suspension of the rent payable hereunder.

(h) There shall be no other rent or consideration due from the Lessor while it is contributing toward the retirement of the construction debt service. Within thirty (30) days of the Debt Service Retirement Date, the parties agree to convene a meeting to include, at a minimum, the heads of their respective governing bodies, their administrators or managers, their chief financial officers, their facilities directors, and their legal counsel, to determine whether, after retirement of such debt, whether it is appropriate to establish a rent schedule for the Township's designated portions of the Property and the terms associated with any such rent.

4. USE OF PROPERTY

(a) Commencing on the Lease Commencement Date and thereafter for the balance of the Term, Lessee shall continuously occupy and use designated areas of the Property as reflected on the annexed Schedule "A" consistent with the terms and conditions of this Lease and will not use, permit or suffer the use of the Property except as specifically permitted herein. As to these designated areas, the Township shall have complete control, possession and occupancy of same for its operation free of interference from or by the County.

(b) Lessee covenants and agrees that Lessee, at its own cost and expense:

(1) Will keep its designated areas of the Property clean and will maintain the Property in a clean, orderly and sanitary condition, free of trash, garbage, insects, rodents, vermin and other pests, or any other debris arising from or occasioned by Lessee's use and occupancy of the Property;

(2) Will not permit accumulations of any refuse, and will remove all trash and other dry refuse or cause all such trash and other dry refuse to be removed from the Property;

(3) Will not cause or permit objectionable odors to emanate or be dispelled from the Property;

(4) Will obtain any and all licenses or permits, including without limitation mercantile licenses, which may be required for the Lessee's use or operation of the Property;

(5) To the fullest extent possible, arrange for the delivery of utilities in its own name, under its own account, and (as and where required) with separate meters or devices for monitoring and accounting for usage thereof.

(c) Lessor shall not be responsible for any damage to or loss of any Lessee's equipment or materials placed or stored upon the premises.

(d) The Township agrees that acknowledges that all areas of the building outside of the designated areas reflected on the annexed Schedule "A" and dedicated to the Township's use and occupancy, including the two (2) radio towers located on the Property, shall be dedicated to the County's sole and exclusive use, for such purposes as the County may, in its discretion, devise. The parties agree to work cooperatively with one another, as they have throughout construction, so that each may use the property freely, without interference of the other, and that each party's use of the Property does not interrupt, hamper or impede the other party's use of the Property.

5. NEGATIVE COVENANTS OF LESSEE

Lessee's business will be conducted in a first-class manner, and shall not, without limitation:

(a) damage the Property, or any part of the Property;

(b) bring into or permit to be kept in the Property any dangerous, explosive or obnoxious substances;

(c) conduct themselves or permit their agents, servants, employees or invitees to conduct themselves in a manner that in Lessor's judgment reasonably exercised is improper or unsafe;

(d) vacate or abandon the Property;

(e) allow any sign, advertisement or notice to be fixed to the Property or be otherwise placed on the Property, except as shall be specifically approved in writing by Lessor, such approval may not be withheld unreasonably;

(f) make or suffer any improper noises or disturbances of any kind so as to disturb others;

(g) mark or defile any part of the Property;

(h) deface or injure the Property or any part thereof, or permit anything to be done which would tend to create a nuisance or create any safety hazard which would be dangerous to the Property or any visitors, Lessees or occupants thereof, or which would cause or tend to cause any increase in premium for any insurance which Lessor may have in effect with respect to the Property;

(i) violate any rules or regulations of Lessor now or hereafter in effect;

(j) cut, injure or remove any trees or shrubs, nor make or allow any physical change in the natural conditions of the leased property without written approval of Lessor; or

(k) violate any applicable laws, rules, regulations, or ordinances now or hereafter in effect, or use the Property in any manner inconsistent with the terms and conditions of the Lease or otherwise in violation of any applicable laws, rules, regulations, or ordinances

now or hereafter in effect, including without limitation the Township of Lower Zoning Ordinance.

6. MAINTENANCE AND REPAIRS

(a) The County shall be solely and exclusively responsible for the maintenance and keeping in good repair the major systems within the Property, as well as the exterior maintenance to the Property, which shall include the roof, landscaping, snow removal and snow plowing. Lessee shall be solely responsible for the interior maintenance of and custodial responsibility for the designated areas of the Property, as reflected on the annexed Schedule "A", which have been dedicated for its sole use, occupancy and possession, and shall keep the same in a state of good condition and repair. For purposes of this Agreement, "interior maintenance" shall mean the maintenance and keeping in good repair of all items such as interior walls and ceilings, painting, repairs of or alternations to plumbing, window and/or door glass, electrical fixtures, air conditioning, water fixtures, doors and locking devices and other fixtures, and relamping or bulb replacement. Further, for purposes of this Agreement, "custodial responsibilities" shall mean cleaning, sweeping, dusting, mopping and waxing of floors, interior and exterior washing of windows, the arrangement for sanitary removal of waste from the Premises, maintenance of trash receptacles and trash areas, pest control services for its designated areas of the Property and the provision of all janitorial supplies such as cleaners and paper products associated with such custodial responsibilities. The Lessee shall not be obligated for interior maintenance of any area identified and designated by the County for the County's sole and exclusive use. At the expiration of the Term hereof, or termination otherwise of this Lease, Lessee shall deliver up its designated areas of the Property in good order and condition, wear and tear from reasonable use thereof excepted, and in broom clean condition. Lessee shall

maintain the Property in a clean and sanitary condition, free from trash, flammable or hazardous material and other objectionable matters. Lessee shall make, at its sole cost and expense, all repairs necessary to maintain its designated areas of the Property and shall keep same in neat and orderly condition. If the Lessee refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion, after written notice from Lessor of the need therefor, Lessor may, without any obligation to do so, make such repairs at the expense of Lessee and such expense shall be collectible as additional rent. Any such repairs and any labor performed or materials furnished in, on or about the Property shall be performed and furnished by Lessee in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted authorities or governmental bodies having jurisdiction over the Property, the requirements of any board of underwriters having jurisdiction thereof, as well as any reasonable regulations imposed by Lessor pertaining thereto.

(b) Lessor shall not be liable by reason of any injury to, or interference with, Lessee's business arising from the making of any necessary repairs, alterations, additions or improvements in or to the Property or to any appurtenances or equipment therein.

7. ALTERATIONS AND IMPROVEMENTS

The Township shall not make any alterations, additions or improvements to the structure of the designated areas of the Property as reflected on the annexed Schedule "A" and dedicated to its use without the prior written consent of Lessor, which consent may not be withheld unreasonably. Any such alterations, improvements or additions made by Lessee with the County's consent shall remain upon the Property at the expiration or sooner termination of this Lease and shall become the property of Lessor, unless Lessor shall, prior to such termination, have given written notice to Lessee to remove the same, in which case, Lessee shall do so and

restore the Property to the same good order and condition in which they were at the Lease Commencement Date. No portion of this Lease shall be interpreted in such a manner so as to deprive the Lessee of ownership of or control in any item not capable of being defined as a fixture under New Jersey law or which can be removed or severed without material injury to the Property.

8. UTILITIES

Lessor shall be solely responsible, with no contribution from the Lessee, for obtaining all utilities for use in its designated areas of the Property, including charges for hook-up, installation, and usage, as well as for any and all charges and fees for utilities supplied to or consumed in its designated areas of the Property. Lessee shall be solely responsible, with no contribution from the Lessor, for obtaining all utilities for use in its designated areas of the Property, including charges for hook-up, installation, and usage, as well as for any and all charges and fees for utilities supplied to or consumed in its designated areas of the Property. Lessor shall not be liable in damages or otherwise for temporary delay or failure in furnishing any utility services or facilities, whether provided through Lessor or Lessee. In no event shall such delay or failure, regardless of cause, constitute an eviction, disturbance of Lessee's use and possession of the Property, render Lessor liable to Lessee, authorize abatement of rent, relieve Lessee from performance of its obligations under this Lease, or result in a termination of this Lease. If the Lessee refuses or neglects to make payment for any utilities furnished to the Property, Lessor may, without any obligation to do so, make such payments at the expense of Lessee and such expense shall be collectible as additional rent.

9. COMPLIANCE WITH LAWS

Lessee shall promptly comply, at its expense, with all laws, ordinances, rules, regulations, requirements and directives of federal, state and municipal governments or public authorities and all departments thereof applicable to and affecting the Property, and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance carriers which have issued or are about to issue policies of insurance covering the Property and their contents, for the prevention of fire or other casualty, damage or injury, at Lessee's sole cost and expense.

10. INSURANCE; INDEMNIFICATION

(a) Lessee shall obtain and keep in full force and effect at all times during the term of this Lease, at its own cost and expense, for the mutual benefit of Lessor and Lessee: (i) comprehensive general liability insurance, with limit coverage to afford protection in an amount not less than \$1,000,000 per occurrence/\$3,000,000 aggregate for injury or death to any one or more persons, or such greater amount in each case as Lessor shall reasonably request from time to time, protecting Lessor as an additional insured against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to or in any way connected with the Property or any part thereof; and (ii) worker's compensation insurance as required by law. No such policy or policies shall have a deductible greater than Five Thousand (\$5,000.00) Dollars.

(b) Lessor shall maintain, at its own expense, all risk insurance on the Property against damages or loss by fire or other casualty.

(c) All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New Jersey, and acceptable to Lessor. All policies procured by Lessee shall be issued in the names

and for the benefit of Lessor and Lessee, as their respective interests may appear. Lessee shall procure, maintain, and place such insurance and pay all premiums and charges therefor and upon failure to do so as herein provided, Lessor may, but shall not be obligated to, procure, maintain and place such insurance and pay all premiums and charges thereof, and in such event Lessee agrees to pay the amount therefor to Lessor on demand and such sum shall be in each instance collectible as additional rent within five (5) days of Lessor's demand therefor. Lessee shall provide to Lessor, upon request, copies of certificates of insurance evidencing the coverage required hereunder. Lessee shall cause to be included in all such insurance policies a provision to the effect that the same will be non-cancelable except upon not less than thirty (30) days prior written notice to Lessor, and that there will be no right of subrogation against Lessor. True copies of all such insurance policies shall have been delivered to Lessor not later than five (5) days prior to the Lease Commencement Date, or upon receipt by Lessee, whichever is sooner.

(d) Lessee covenants and agrees that it shall, without notice or demand, and at its own cost and expense, indemnify and save harmless Lessor against and from, and Lessor shall not be liable to Lessee for, any and all claims by or on behalf of any person arising in any manner whatsoever from, out of or in connection with:

(1) the use and occupancy of the Property by Lessee, its agents, employees and invitees;

(2) any failure by Lessee to perform any of the terms or conditions of this Lease required to be performed by Lessee;

(3) any failure by Lessee to comply with any statutes, regulations, ordinances or orders of any governmental authority;

(4) any accident, death, injury, or damage, loss or theft of property in or about the Property (whether involving property belonging to Lessee or any other person) resulting from any cause whatsoever, unless such accident, death, injury, damage, loss or theft is caused by the sole negligence of the Lessor;

(5) any and all costs, attorney fees, expenses and liabilities incurred in or as a result of any such claim or action or proceeding brought against Lessor by reason of any such claim. Lessee, upon notice from Lessor, covenants to indemnify or defend such action or proceeding by legal counsel reasonably satisfactory to Lessor.

11. ASSIGNMENT, MORTGAGING, SUBLETTING

Lessee shall not assign, create a security interest in, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Property, or permit the use of the whole or any part thereof by any licensee or concessionaire without the prior written consent of Lessor, which shall not be unreasonably withheld; provided, however, that as a condition of such assignment, Lessee shall guarantee the performance by such assignee in form and content satisfactory to Lessor; and provided, further, that such assignment shall not relieve the undersigned Lessee from full and complete performance of, and liability under, this Lease. For purposes of this Paragraph, if Lessee is a corporation, partnership, or limited liability company, a transfer on any one or more occasions aggregating fifty (50%) percent or more of any class of stock or other interest in Lessee shall constitute an assignment of this Lease.

12. FIRE AND OTHER CASUALTY

In the event that the Property shall at any time during the Term of this Lease be so damaged by fire, the elements or other casualty such that the Lessor or any governmental agency in the execution of its lawful authority shall deem the Property uninhabitable, the rent shall be

paid up to the time of said destruction or damage. Lessor shall thereafter have the option to repair or rebuild, and if Lessor elects to repair or rebuild, Lessee shall have the option to continue this Lease in full force and effect with all rental payments to be made by Lessee from the date the Property is restored by Lessor and ready for occupancy by Lessee, provided that the same can be accomplished within thirty (30) days of the date of the casualty. If the Property is not ready for occupancy within said thirty (30) day period, Lessee shall have the option to terminate this Lease, and neither party shall thereafter have any obligation to the other. In the event that, in the opinion of the Lessor, the Property shall be totally destroyed or so extensively damaged as to require practically the rebuilding thereof, then the rent shall be paid up to the time of such destruction and then this Lease shall terminate. If the Lessee shall have been insured against any of the risks covered herein in accordance with paragraph 11 above, then the proceeds of such insurance shall be paid over to the Lessor to the extent of Lessor's costs and expenses to make the repairs hereunder and such insurance carrier shall have no recourse against the Lessor for reimbursement.

13. REMEDIES UPON DEFAULT

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee (an "Event of Default"):

(1) The vacation or abandonment of the Property by Lessee;

(2) A failure by Lessee to pay, when due, any installment of rent or additional rent hereunder or any such other sum herein required to be paid by Lessee where such failure continues for thirty (30) days after the same is due.

(3) A failure by Lessee to observe and perform any non-monetary terms or conditions of this Lease to be observed or performed by Lessee, where such failure

continues for fourteen (14) days after written notice thereof from Lessor to Lessee, (unless a shorter period of time has been specifically designated elsewhere in this Lease), provided, however, that if the nature of the default is such that cannot reasonably be cured within such period, Lessee shall not be deemed to be in default if within such period Lessee shall commence such cure and thereafter diligently prosecute the same to completion;

(4) The making by Lessee of any assignment for the benefit of creditors; an adjudication that Lessee is bankrupt, insolvent, or unable to pay its debts; the filing by or against Lessee of a petition in bankruptcy or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days after the filing thereof); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located in the Property or of Lessee's interest in this Lease (unless possession is restored to Lessee within thirty (30) days after such appointment); or the attachment, execution or levy against, or other judicial seizure of, substantially all of Lessee's assets located in the Property or of Lessee's interest in this Lease (unless the same is discharged within fourteen (14) days after issuance thereof); and

(5) A failure of the Lessee to comply with any of the terms and provisions of this Agreement,

(6) The making by Lessee of any misrepresentation or material omission in the execution of this Lease, the completion of the Bidder Information form or otherwise.

(b) Upon the occurrence of any Event of Default:

(1) Lessor may cure on the account of Lessee any such default of Lessee and immediately recover as additional rent any expenditures made and the amount of any

obligations incurred in connection therewith, plus interest at a rate equal to ten (10%) percent per annum from the date the obligations are incurred by Lessor until payment therefor to Lessor, whether before or after entry of judgment and issuance of execution thereon;

(2) Lessor may accelerate all rent and additional rent and other sums due or to become due for the balance of the Term of this Lease and declare the same to be immediately due and payable;

(3) Lessor, at its option, may serve notice upon Lessee that this Lease and the then unexpired term hereof shall cease and expire and become absolutely void on the date specified in such notice, to be not less than fifteen (15) days after the date of such notice, without any right on the part of the Lessee to effectuate a cure thereof by payment of any sum due or by the performance of any term or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the term hereof, as well as the right, title and interest of the Lessee hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Lessee's liability) as if the date fixed in such notice were the date herein granted for expiration of the term of this Lease. Thereupon, Lessee shall immediately quit and surrender to Lessor the Property, and Lessor may enter into and repossess the Property by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Lessor's option, any property thereon without being liable to indictment, prosecution or damages therefor. No such expiration or termination of this Lease shall relieve Lessee of its liability and obligations under this Lease, whether or not the Property shall be relet;

(4) Lessor may, at any time after the occurrence of any event of default, re-enter and repossess the Property and any part thereof and attempt in its own name, as

agent for Lessee if this Lease not be terminated, or in its own behalf if this Lease be terminated, to relet all or any part of the Property for and upon such terms and to such persons and for such period or periods as Lessor, in its sole discretion, shall determine, including the term beyond the termination of this Lease; and Lessor shall not be required to accept any offer by Lessee or observe any instruction given by Lessee about such reletting. For the purpose of such reletting, Lessor may reasonably decorate or make repairs, changes, alterations or additions in or to the Property to the extent deemed by Lessor desirable or convenient; and the cost of such reasonable decoration, repairs, changes, alterations or additions shall be charged to and be payable by Lessee as additional rent hereunder, as well as any reasonable brokerage and attorney fees expended by Lessor; and any sums collected by Lessor from any new Lessee obtained on account of the Lessee shall be credited against the balance of the rent due hereunder as aforesaid. Lessee shall pay to Lessor on the days when the rent would have been payable under this Lease, the amount due hereunder less the amount obtained by Lessor from such new Lessee;

(5) Lessor shall have the right of injunction, in the event of a breach or threatened breach by Lessee of any of the terms and conditions hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Lessor in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others;

(6) In the event of any breach by Lessee hereunder, which breach is not cured within the periods of time permitted therefor under this Lease, Lessor shall have the right to change the locks on the Property and exclude Lessee therefrom, and to discontinue all or part of the services and facilities provided to Lessee under this Lease or otherwise, which action

shall not be deemed an eviction. Such action may be taken with ten (10) days prior notice to Lessee, and Lessee hereby releases Lessor from any liability for any damages sustained by Lessee or its property as a result of the same.

14. SIGNS

Lessee shall not, without the prior written consent of Lessor, which may not be unreasonably withheld, paint, place or erect any sign on the Property. Lessee shall provide Lessor with a rendering of all Lessee's proposed signage relative to the Property prior to installation, which rendering must indicate color, dimensions, materials, description, and location on the Property. Failure to comply herewith may, at Lessor's option, cause Lessor to remove Lessee's unauthorized signage at Lessee's expense, which shall be deemed additional rent. Lessee's signage shall be installed at Lessee's expense and shall be subject to all local and governmental approvals. Lessor's consent to any signage may be withheld in its sole discretion.

15. TERMINATION.

(A) By the County.

(i) In addition to the foregoing, this Lease Agreement may be terminated without further liability by the County, upon one hundred eighty (180) days written notice to the Tenant and upon reasonable notice to all users of the Property, except in the event of an accidental destruction of the Property by fire, the elements or other casualty, in the event a decision is made by the County, in its sole and absolute discretion, that the Property is no longer needed.

(ii) Upon such termination, the County will retain all prepaid rent unless such termination is due to the County's failure of

proper ownership or authority, or such termination is a result of the County's default.

- (B) By the Tenant. This lease may be terminated by the Tenant upon a failure of the County to comply with any material obligation created under this Lease Agreement, provided however, that the County shall have the right to attempt to cure such default within a reasonable period following delivery of a notice to cure by the Tenant to the County, and further provided that the Tenant's sole remedy in the event of such default by the County shall be limited to termination of this Lease Agreement. If the Tenant elects to terminate this Lease, it shall remain obligated to reimburse the County for its share of the cost of constructing the joint facility until such obligation is paid in full.
- (C) Neither party may terminate this Lease Agreement except upon some violation of the provisions of this Agreement or other just cause.

16. SURRENDER

At the end of the term of this Lease, Lessee shall surrender the Property to Lessor, together with all alterations, additions and improvements thereto, in broom clean condition and in good order and repair except for ordinary wear and tear and damage for which Lessee is not obligated to make repairs under this Lease. If Lessee is not then in default under any of the terms hereof, except for those alterations and improvements described in paragraph 8 hereof, Lessee shall have the right at the end of the term hereof to remove any equipment, furniture, trade fixtures or other personal property placed in the Property by Lessee, provided that Lessee

promptly repairs any damage to the Property caused by such removal. Lessee shall repair all damage to the Property caused by such removal and restore the Property to the condition in which they were prior to the installation of the items so removed. Lessee shall surrender the Property to Lessor at the end of the term hereof, without notice of any kind, and Lessee waives all right to any such notice as may be provided under any laws now or hereafter in effect. If Lessee shall fail to remove any of this equipment, furniture, trade fixtures or other personal property, Lessor may keep same as abandoned property, or dispose of same and charge the Lessee for the cost of disposal, or remove and store the same at the expense of Lessee or sell the same on behalf of Lessee at public or private sale in such manner as is commercially reasonable with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed hereunder by the Lessee.

17. QUIET ENJOYMENT

Lessor covenants that Lessee on the paying of rent and performing of the conditions and covenants required to be kept and performed by Lessee hereunder shall and may peaceably and quietly have, hold and enjoy the Property for the Term hereof.

18. LESSOR'S ACCESS

Lessor, its employees and agents shall have the right to enter the Property at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers, Lessees or Mortgagees, and making such alterations, repairs, improvements or additions to the Property as Lessor may deem necessary or desirable. Except in case of emergency, any such entry shall be after reasonable notice to Lessee. If a representative of Lessee shall not be present to open and permit entry into the Property at any time when such entry by Lessor is necessary or permitted hereunder, Lessor may enter by means of a master key

(or forcibly in the event of an emergency) without liability to Lessee and without such entry constituting an eviction of Lessee or termination of this Lease. No locks, burglar alarms or similar devices shall be attached to any doors or windows or placed otherwise within the Premises without the prior written consent of Lessor. No door keys shall be made, other than those provided by Lessor. All keys must be returned to Lessor at the expiration or termination of this Lease.

19. NOTICES

All notices, demands, requests, approvals or other communications which may be or are required to be given, served or sent by either party or their respective counsel to the other shall be in writing and shall be deemed to have been properly given or sent if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If intended for Lessee, addressed to Lessee at the address hereinabove set forth, to the attention of:

Township of Lower
ATTN: Township Manger
2600 Bayshore Road
Villas, NJ 08251

with a copy to:

Township of Lower
ATTN: Township Solicitor
2600 Bayshore Road
Villas, NJ 08251

(b) If intended for Lessor, addressed to Lessor at the address hereinabove set forth, to the attention of:

Clerk of the Board of Chosen Freeholders
County of Cape May
4 Moore Road, DN-107
Cape May Court House, NJ 08210

with a copy to:

County Counsel
County of Cape May
4 Moore Road, DN-104
Cape May Court House, NJ 08210

Each party may designate by notice in writing a new address to which any notice, demand, request, approval or communication may hereafter be so given, served or sent. Each notice, demand, request, approval or communication which shall be mailed by registered or certified mail to Lessor or Lessee in the manner aforesaid shall be deemed sufficiently given, served or sent for all purposes hereunder at the time such notice, demand, request, approval or communication shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, as the case may be.

20. NEW JERSEY LAW, CAPE MAY COUNTY COURTS

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

21. WAIVER

The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this Lease or any of its provisions or any negotiations in connection therewith or Lessee's use or occupation of the Property.

22. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Lease shall be enforceable unless the same shall be in writing and signed by the parties hereto.

(b) All references in this Lease to numbered Articles and Sections and to lettered Exhibits are references to the Articles and Sections of this Lease and the Exhibits annexed to and made a part of this Lease, unless expressly otherwise designated in context.

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

(d) This lease supersedes and cancels all previous leases covering the premises herein leased.

(e) If requested by Lessee, Lessor agrees to promptly execute and deliver to Lessee a recordable Memorandum of this Lease Agreement, which shall be prepared and recorded at the Lessee's sole cost and expense, and a copy of which shall be deemed to be incorporated into the Lease Agreement by this reference.

23. INVALIDITY OF PARTICULAR PROVISIONS: NO WAIVERS: CONSTRUCTION

(a) If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) Failure of Lessor to complain of any act or omission on the part of Lessee or to take any action in response to such act or omission, no matter how long the same may continue, shall not be deemed to be a waiver of any of its rights hereunder. No waiver by Lessor at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli, Clerk of the Board

By: _____
Gerald M. Thornton, Freeholder Director

Approved as to Form:

Jeffrey R. Lindsay, Esq.,
Acting County Counsel

WITNESS:

TOWNSHIP OF LOWER

Julie Picard, Township Clerk

By: _____
Erik Simonsen, Mayor

Approved as to Form:

David Stefankiewicz, Esq.
Township Solicitor

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

RESOLUTION #2018-142

Title: **RENEWAL OF 2018 CAMPGROUND LICENSES**

WHEREAS, Sun Lake Laurie RV, LLC; Sun Seashore Campsite & RV Resort; Beachcomber Campground Inc. & Cape Island Campground have applied for renewal of their Campground Licenses; and

WHEREAS, the applicants have paid the required license fee.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Campground Licenses for the following are hereby renewed for the period of April 1, 2018 through March 31, 2019 subject to all real estate taxes being current.

Sun Lake Laurie RV, LLC
Sun Seashore RV, LLC
Thomas F Brodesser
Robert Lepor

t/a Cape May KOA
t/a Seashore Campsite & RV Resort
t/a Beachcomber Campground, Inc.
t/a Cape Island Campground

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

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

RESOLUTION #2018-143

Title: **AMENDING RESOLUTION #2018-91; AN AGREEMENT BETWEEN THE COUNTY OF CAPE MAY AND THE TOWNSHIP OF LOWER FOR THE PURCHASE OF GASOLINE AND DIESEL FUEL THROUGH THE COMMODITY RESALE SYSTEM**

WHEREAS, by Resolution #2018-91, the Township authorized an agreement between the County of Cape May and the Township of Lower for the purchase of gasoline and diesel fuel through the Commodity Resale System; and

WHEREAS, the agreement was renewed for an additional ten (10) year term *nunc pro tunc* to June 7, 2016 and continuing through May 31, 2026; and

WHEREAS, N.J.A.C. 5:34-7.5(f) provides that a length of said agreements shall not exceed five (5) years; and

WHEREAS, it is appropriate to amend Resolution #2018-81 to comply with the five (5) year term; and

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

CFO Signature: _____
Lauren Read, CFO

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

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

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with the County of Cape May for the purchase of gasoline & diesel fuel for a period of five (5); June 7, 2016 expiring on May 31, 2021.
2. This contract is awarded without competitive bidding under the provisions of N.J.A.C. 5:34-7.15 to 7.17 and N.J.S.A. 40A:11-1 et. seq. the Local Public Contracts Law because the contract is with the County of Cape May.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018.

Julie A Picard, Township Clerk

LEONARD C. DESIDERIO
Freeholder Vice-Director

JEFFREY R. LINDSAY, ESQ.
County Counsel
jeffrey.lindsay@co.cape-may.nj.us

LAUREN F. FOGARTY, ESQ.
Assistant County Counsel
lauren.fogarty@co.cape-may.nj.us

**CAPE MAY COUNTY
DEPARTMENT OF LAW**

4 Moore Road, DN-104
Cape May Court House, N.J. 08210-1654
Tel. (609) 465-1122 Fax (609) 463-0705
Website: www.capemaycounty.gov.net



March 19, 2018

Township of Lower
2600 Bayshore Road
Villas, NJ 08251

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

Dear Sir/Madam:

On November 14, 2017, Resolution No. 899-17 was passed by the Board of Chosen Freeholders authorizing renewal of agreements with local partners and entities for the County Commodity Resale System for a period of ten (10) years. I am aware that your Board approved this agreement by Resolution 2018-91 on February 21, 2018.

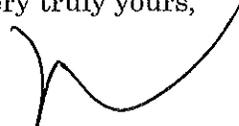
However, pursuant to N.J.A.C. 5:34-07.5(f), the length of said agreement is not to exceed five (5) years. Therefore, it became necessary for us to prepare Resolution No. 197-18 amending Resolution No. 899-17. This was passed by the Board on March 13, 2018.

I enclose a copy of Resolution No. 197-18 for your reference, as well as an Agreement for you to participate for the five (5) year term, which will expire on May 31, 2021. Please return the executed original at your earliest convenience. Please also provide a copy of your Resolution accepting the terms of the new agreement, as well as certificate of insurance as per Paragraph #10.

Should you have any questions, please do not hesitate to contact me.

Thank you for your kind attention to the above.

Very truly yours,


Jeffrey R. Lindsay, Esq.

JRL:pn

Enclosures

cc: Dale M. Foster, P.E., County Engineer/Department of Public Works

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 197-18

**RESOLUTION AMENDING RESOLUTION NO. 899-17
FOR THE COUNTY COMMODITY RESALE SYSTEM**

WHEREAS, by Resolution No. 899-17, the County of Cape May authorized the renewal of Agreements with local partners and entities for the County Commodity Resale System (the "System") for the resale of gasoline and diesel fuels pursuant to N.J.A.C. 5:34-7.1, et seq.; and

WHEREAS, these Agreements were renewed for an additional ten (10) year term, *nunc pro tunc* to June 7, 2016, and continuing through May 31, 2026; and

WHEREAS, N.J.A.C. 5:34-7.5(f) provides that the length of said agreements shall not exceed five (5) years; and

WHEREAS, it is appropriate to amend Resolution No. 899-17 to comply with this five (5) year term;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Cape May, as follows:

1. All of the above recitals are incorporated herein by reference as if repeated at length.
2. The Cape May County Board of Chosen Freeholders hereby authorizes the renewal of the Commodity Resale System, with the County of Cape May acting as lead agency, *nunc pro tunc* to June 7, 2016 and continuing through May 31, 2021.
3. Any municipal partner or affiliated agency may, at the recommendation of the County Engineer, participate in the Commodity Resale System by executing an "Agreement for the Resale of Gasoline and Diesel Fuel as Part of a Commodity Resale System" substantially in the form as annexed hereto as Schedule "A". Upon presentation of such executed Agreement from a municipal partner or affiliated agency, this Resolution authorizes the appropriate officers of the Board, to wit the Director and Clerk of the Board, to execute same on a rolling basis during the term thereof without further or separate Board action.

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 197-18

4. A certified copy of this Resolution shall be appended to any and all executed Agreements for the Resale of Gasoline and Diesel Fuel as Part of a Commodity Resale System and all Requests for Registration or Modification of a Commodity Resale System Form (Cooperative Purchasing Form CP-2060), and such documents shall be filed as appropriate with the Director of the Division of Local Government Services of the New Jersey Department of Community Affairs.

STATEMENT

This Resolution amends Resolution No. 899-17 for the County Commodity Resale System between the County, as lead agency, and several local municipalities, agencies, and emergency management partners for gasoline and diesel fuel distribution for a term of five (5) years.

cc: Division of Local Government Services
Members
Road Department
County Treasurer
County Purchasing
County Counsel
File:

STATE OF NEW JERSEY } ss.:
COUNTY OF CAPE MAY }

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 13th day of

March, 2018.

Signed,

Elizabeth Bozzelli
Clerk of the Board

Freeholders	RECORD OF VOTE					
	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Desiderio	✓				✓	
Ms. Hayes	✓					✓
Mr. Morey				✓		
Mr. Pierson	✓					
Mr. Thornton	✓					

V - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

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

AN AGREEMENT for the resale of fuel made on this ___ day of _____, 2018, by and between the _____ (hereafter herein referred to as "Member") and the County of Cape May (hereafter herein referred to as "Lead Agency") entered into pursuant to the Commodity Resale Provisions of the *Cooperative Pricing and Joint Purchasing Rules (N.J.A.C. 5:34-7.1, et seq.)*.

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

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

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

1. The above recitals are incorporated herein as if repeated at length.
2. Member shall provide a resolution formally adopted by its governing body stating its willingness to participate as a Member of the Commodity Resale System and in accordance with the terms and conditions set by the Lead Agency.
3. Immediately upon the execution of this Agreement by both parties, the Member shall supply to the Lead Agency its best estimate of how much fuel (gasoline and/or diesel) it will require for the balance of the calendar year ending December 31, 2018. In subsequent years under this Agreement, the Member shall supply this estimate for the following calendar year to the Lead Agency by October 1.
4. Lead Agency shall bill the Member at the end of each month for the actual gallons used, and the billing shall include a service charge as specified in paragraph #15 *infra*. Within fourteen days of receiving the bill from the Lead Agency, the Member will issue a voucher to the Lead Agency for the full amount of the bill.

SCHEDULE "A"

5. The Member agrees to keep the Lead Agency apprised, on a continuous basis, of additions or deletions to its vehicle inventory and employee list.
6. Upon the full execution of this Agreement and receipt of documentation of insurance as specified in paragraph #10 infra, the Lead Agency shall issue appropriate identification codes to the Member to enable access to the Lead Agency fuel dispensing facilities, in accordance with the existing computerized fuel delivery system at Lead Agency's facilities.
7. The price of petroleum products is based on Philadelphia low posting in the Journal of Commerce (which changes four times per week on average). Accordingly, the price per gallon will be averaged for the respective month for billing purposes.
8. The Member agrees that it shall be solely responsible for the appropriate and authorized use of the identification codes issued by the Lead Agency, and the Lead Agency takes no responsibility to supervise or monitor the day-to-day use of said identification codes. Any misuse of the identification codes, along with any resulting misappropriation of fuel, shall be the liability of the Member and the Lead Agency accepts no responsibility whatsoever for such irregularities.
9. The Member hereby agrees to indemnify the Lead Agency and to hold it harmless against any claims, losses, damages or expenses (including reasonable attorney's fees) for which the Lead Agency may become liable (or for which the Lead Agency may be alleged to be liable), as a result of the use of Lead Agency's facilities by any persons or vehicles using the fuel dispensing codes issued to the Member under this Agreement.
10. Within fourteen days of execution of this Agreement, the Member shall provide to the Lead Agency a Certificate of Liability Insurance showing the extent of the Member's liability coverage and the naming of the County of Cape May as an *Additional Insured*. Thereafter, the Member shall provide to the Lead Agency a Certificate evidencing same prior to the expiration date of the policy and annually during the remaining term of this Agreement. Failure to provide the required documentation within the specified time may cause suspension of service as provided in paragraph #14 infra.
11. This Agreement shall run for a term of five (5) years, *nunc pro tunc* to June 6, 2016 and expiring on May 31, 2021. Either party may,

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

12. After appropriate consultation with the Member during emergency situations, the Lead Agency will assign certain days, hours and locations for the use of Lead Agency's fuel dispensing facilities by the Member. Additional access to the said facilities in emergency situations will be authorized by the County on a case-by-case basis.
13. The Member shall be responsible for arranging and establishing its own emergency source of fuel for those rare occasions when the Lead Agency's system is unavoidably inoperable. The Lead Agency shall not be responsible to the Member for any losses or damages that might be incurred by the Member as a result of temporary closure of Lead Agency's fuel dispensing facilities.
14. In the event of any breach or default of the Member's obligations under this Agreement, the Lead Agency reserves the right to suspend or to terminate this Agreement, in the Lead Agency's sole discretion, upon fourteen days written notice to the Member.
15. The Member shall pay a service charge (for costs of administration, maintenance, insurance, wear and tear on equipment) in the amount of \$.081 per gallon of fuel dispensed. The service charge will remain at this level through December 31, 2018. If it should become the Lead Agency's intention to increase this charge, it will so advise the Member in writing on or before October 1, 2018. In any subsequent contract year, the Lead Agency shall notify the Member of any additional service charge increase on or before October 1 of the current contract year.
16. Any and all future alterations to current procedures required prior to the program expiration date of May 31, 2021 will be authorized by written Amendments issued by the Lead Agency.

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

**LEAD AGENCY
COUNTY OF CAPE MAY:**

Date

BY: _____

Gerald Thornton, Director
Board of Chosen Freeholders

ATTEST: _____

Elizabeth Bozzelli
Clerk of the Board

Approved as to form:

Jeffrey R. Lindsay, Esquire
County Counsel

MEMBER:

Date

BY: _____

Print name

ATTEST: _____

/kc

Township of Lower, County of Cape May, State of New Jersey

ORDINANCE #2018-06

AN ORDINANCE AMENDING ORDINANCE #2013-01; POLICE DEPARTMENT, OF THE CODE OF THE TOWNSHIP OF LOWER – 1975, AS AMENDED
AMENDING ARTICLE I, SUBSECTION 90-1

WHEREAS, the Township of Lower has established a Police Department pursuant to N.J.SA 40A:14-118, known as Chapter 90, Articles I through III of the Code of the Township of Lower – 1975 as amended.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey that the following changes to Chapter 90 be made as follows:

Section 1. Subsection 90-1 shall be replaced with the following:

Article I. Establishment; Organization

§ 90-1. Creation; composition.

There is hereby created a Police Department for the Township of Lower, County of Cape May, State of New Jersey, the head of which shall be the Chief of Police, and which may consist of up to two Captains; up to three Lieutenants; up to seven Sergeants; up to 40 full-time Patrolmen; and such number of civilian employees as the Township may designate.

Section 2. If any portion of this ordinance is determined to be invalid by a Court of competent jurisdiction, that determination shall have no effect upon the remainder of this Ordinance, which shall remain valid and operable.

Section 3. All Ordinances or parts of Ordinances inconsistent with this Ordinance, to the extent of such inconsistencies only, are hereby repealed.

Section 4. This Ordinance shall take effect 20 days after final passage and publication as provided by law.

Thomas Conrad, Councilmember

David Perry, Councilmember

Rolland Roy, Jr., Councilmember

Frank Sippel, Deputy Mayor

First Reading: March 19, 2018

Erik Simonsen, Mayor

Adopted:

Attest: _____
Julie A. Picard, Township Clerk

PERSONNEL ACTIONS

Report for Council Meeting of 04/09/2018

<u>Department</u>	<u>Name</u>	<u>Eff. Date</u>	<u>Replaces</u>	<u>Action</u>	<u>Title</u>	<u>Budgeted Item</u>
Assessor	Camp, Brenda	03/16/2018		New Hire	Assessing Aide	Yes
Public Safety	Bailey, Jania	01/01/2018		Promotion	Sr. Clk Typist	Yes
Clerk	Greenway, Elizabeth	01/01/2018		Promotion	Pr. Clk Typist	Yes
Finance	Bailey, Dawn	04/09/2018	Brewster, Maria	New Hire	Clerk Typist	Yes
DPW	Dougherty, Edward J	03/30/2018		Resigned	Laborer	Yes
DPW	Hart, Joseph	03/26/2018		Interim	Laborer	Yes

Date of report: 04/03/2018

c: Manager
Clerk
Payroll
Asst. Treasurer
Bulletin Board



Lower Township Police Department Monthly Activity Report

2018

	February	Total:
General Complaints and Service Calls (Total Events)	2,672	5599
Aggravated Assaults	2	2
Animal Control Complaints	14	25
Arson	0	0
Assaults	3	8
Assaults on Police Officers (UCR Report Return "A")	0	0
Bias Incidents	0	0
Burglaries	3	12
Community Policing Services	425	830
Criminal Mischief Complaints	4	10
Death Investigations	4	7
Disorderly Conduct Complaints / Harassment	82	167
Domestic Violence Complaints	23	45
Emergency Medical Calls with L. T. Rescue	12	39
Fire Calls & Alarms Police Response (Total)	39	108
Local Ordinance Complaints	0	1
Motor Vehicle Accidents	18	48
Motor Vehicle Stops	248	484
Narcotics	8	26
Property Checks	1617	3325
Residential and Commercial Alarm Calls	117	277
Robbery	0	0
Thefts	10	18
Traffic Summons Issued	52	133
Traffic Warnings Issued	0	1
Weapons Offenses	0	0
Adult Arrests (UCR Report Return "A")	23	52
Juvenile Arrests (UCR Report Return "A")	2	4
D.W.I. Arrests (UCR Report JV & Adult Arrests Combined)	3	6
Drug Possession Arrests (UCR Report JV & Adult Arrests Combined)	5	14
Investigation Reports Completed	53	103
Supplemental Investigation Reports Completed	9	38
Total Value Property Stolen (UCR Report Return "A")	\$ 27,199.00	\$ 34,991.00
Total Value Property Recovered (UCR Report Return "A")	\$ 219.00	\$ 804.00



Lower Township Police Department Monthly Activity Report

2018

	February	Total:
Man Power Loss in Hours		
Union	0	0
Suspended	0	24
(V) Vacation	612.5	1285.5
(P) Personal	28	44
(C) Used Comp Hours	19	619
(S) Sick Hours	320	666
(WC) Injury Hours	0	53
(T) Training Hours	28	492
(M) Military Training	207	622
Police Department Overtime in Hours		0
(K= Patrol) Operations Overtime	157	287.5
(CE = Patrol) Operations Comp Time	158.88	438.63
(K = Detective) Investigation Division Overtime	38	133.5
(CE= Detective) Investigation Division Comp Time	69.75	126.75
(COT) Court Overtime	18	41
(CCE) Court Comp Time	4.5	4.5
(H) Holiday Overtime	159.5	329
(HCE) Holiday Comp Time	71.5	128
Government/Grant Funding Overtime in Hours		0
(CIOT) Click It or Ticket	0	0
(COPS) Cops n Shops	0	0
	JV Curfew	0
(DDEF / DSGP) DWI Grants	5	5
	Other	0
Private Funding Overtime in Hours		0
(OSC) Special Detail	0	32

Prepared By:

Chief William Mastriana

Chief William Mastriana

Date: 3/16/2018

CASH RECONCILIATION FEBRUARY 28, 2018

	Cash		Less Checks Outstanding	Cash Book Balance
	*On Hand	On Deposit		
Current	712,577.92	13,724,435.77	762,298.96	13,674,714.73
Trust - Assessment				
Trust - Dog License	15.00	9,490.45	858.60	8,646.85
Trust - Other	748.79	2,840,003.30	11,879.35	2,828,872.74
Capital - General	0.00	7,008,963.19	0.00	7,008,963.19
Water - Operating				0.00
Water - Capital				0.00
Assessment Utility Trust				0.00
Public Assistance**				0.00
Garbage District				0.00
Grant Fund				0.00
Total	713,341.71	23,582,892.71	775,036.91	23,521,197.51

*Include Deposits in Transit (and change funds)

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

REQUIRED CERTIFICATION

I hereby certify that all amounts shown in the "Cash on Deposit" column on Sheet 9 and 9(a) have been verified with the applicable bank statements, certificates, agreements or passbooks at 28-Feb-18

I also certify that all amounts, if any, shown for Investments in Savings and Loan Association on any trial balance have been verified with the applicable passbook at 28-Feb-18

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

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

Signature:

Lauren Reed

Title: CFO, Township of Lower

	<u>Total</u>	<u>Jan</u>	<u>Feb</u>
BEG. BAL. JAN. 1, 2018	12,051,931.00	12,051,931.00	15,309,506.05
RECEIPTS:			
Per Revenue Status	13,944,996.75	8,182,142.22	5,762,854.53
less: post cash surplus	0.00		
Interest due from Capital	(3,396.77)	(1,783.94)	(1,612.83)
Interest due from Escrow	(241.28)	(127.50)	(113.78)
	13,941,358.70	8,180,230.78	5,761,127.92
Grants Received:			
FEMA	75,000.00	75,000.00	
Coastal Resiliency \$ Recd	22,705.00	7,262.50	15,442.50
JIF \$ Recd	1,225.77	1,225.77	
EMAA \$ RECD	9,400.00		9,400.00
NJDOT BEACH DRIVE \$ REC	133,500.00		133,500.00
241,830.77			
TOTAL RECEIPTS:	14,183,189.47	8,263,719.05	5,919,470.42
DISBURSEMENTS:			
2017 Reserves	519,292.31	367,125.19	152,167.12
2018 Current	11,847,696.45	4,538,948.79	7,308,747.66
2018 Capital	302,547.77	160,350.19	142,197.58
Appropriation Refunds:	(91,881.53)	(60,280.17)	(31,601.36)
	0.00		
TOTAL DISBURSEMENTS	12,577,655.00	5,006,144.00	7,571,511.00
END. BAL. DEC. 31, 2018	13,657,465.47	15,309,506.05	13,657,465.47
Total Appropriation Refunds	(91,881.53)	(60,280.17)	(31,601.36)

Bank Balance		
Checking	14,665,185.44	13,063,776.60
Online Payment Acct	221,875.14	632,945.51
Total Bank Balance	14,887,060.58	13,696,722.11
ADD: Deposits in Transit	490,609.54	44,884.82
LESS: Outstanding Checks	(68,164.07)	(84,141.46)
Adjusted Bank Balance	15,309,506.05	13,657,465.47
	0.00	0.00

Monthly Interest Received-Current Fund	10,543.65	4,967.86	5,575.79
Interest Rate		0.30%	0.30%

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

RESOLUTION # 2018-144

Title:

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

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

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

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

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

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

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

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

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

_____ (6) Matters relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations 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. **Attorney-Client Privilege / Shared Service Discussion**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on April 9, 2018 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						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 9, 2018

Julie A Picard, Township Clerk