

April 18, 2016 - Signed Resolutions

- Res. #2016-123 Payment of Vouchers \$ 525,900.83
- Res. #2016-124 Acceptance of Bid for Concession Stand at the Township of Lower Swimming Pool 2016 & 2017 Seasons (Dawn Trainer \$1,600 annually)
- Res. #2016-125 Recycling Tonnage Grant Resolution (authorizing application for 2015 Recycling Tonnage Grant)
- Res. #2016-126 Recycling Tonnage Grant Certification of Taxes Paid (2015 \$32,776.71)
- Res. #2016-127 A Resolution Approving a Professional Service Contract with Marcus Karavan, Esq. of Blaney Karavan as Tax Appeal Attorney (\$125.00 per hour not to exceed \$5,000)
- Res. #2016-128 Approval of Holy Spirit Lutheran Church's Request to conduct a Church Bazaar (June 11, 2016)
- Res. #2016-129 A Resolution Authorizing the Execution of a One (1) Year Contract Between the Township of Lower and Carfax for access to Online Accident/Crash Reports at No Cost to the Township
- Res. #2016-130 Certification of Residential Biohazard Remediation Charges to the Tax Collector (907 Scott Ave. \$4,080.00)
- Res. #2016-131 Approval for Pyrotecnico Fireworks, Inc to Load and Unload a Fireworks Barge in Lower Township (7/4/2016 Congress Hall)
- Res. #2016-132 Renewal of 2016 Campground Licenses (Cape Island, Lake Laurie & Seashore)
- Res. #2016-133 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Govdeals Online Auction Website
- Res. #2016-134 Resolution Authorizing the Township of Lower to enter into a Management Agreement with the State of New Jersey Department of Environmental Protection Division of Fish and Wildlife (Land Exchange – portion of a lot behind public works in exchange for 3 acres at Freeman Douglass Memorial Park)
- Res. #2016-135 Resolution Awarding a Professional Service Contract to Hatch Mott MacDonald for an Engineer Survey and Simple Subdivision of Township Property Located in Diamond Beach; Block 703, Lots 1.01,1-7,30-32,30.01,31.01 & 32.01 (\$5,875)
- Res. #2016-136 A Resolution of the Township of Lower Approving a Tri-Party Allocation Category Agreement between the Township of Lower, Cape Regional Holdings, LLC, and TD Bank for Site Improvements on Block 629, Lots130-159 & Block 630, Lots 168.01-173
- Res. #2016-137 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 LITIGATION**

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01171 VERIZON WIRELESS - TOWNHALL								
	16-00910	04/04/16	CELL PHONE 03/24/16-4/23/16	Open	545.59	0.00		
	16-00913	04/04/16	IPHONE BILL 3/29/16-4/28/16	Open	852.51	0.00		
					1,398.10			
01196 H A DEHART & SON*								
	16-00756	03/14/16	PARTS FOR VEHICLES/MARCH	Open	299.04	0.00		
01200 DELTA DENTAL PLAN OF NJ								
	16-00915	04/04/16	MARCH ADMIN	Open	1,156.00	0.00		
	16-00954	04/08/16	MARCH 2016 DENTAL	Open	14,804.00	0.00		
					15,960.00			
01239 DIANA L DeNOTE								
	16-00936	04/06/16	CONTRACTUAL REIMBURSEMENT-M	Open	140.01	0.00		
01278 EDWARD DOUGHERTY								
	16-01008	04/12/16	CONTRACTUAL REIMBURSEMENT-M	Open	12.00	0.00		
01319 EDWARD EDWARDS								
	15-01017	04/28/15	2015 EQUIP. ALLOWANCE	Open	10.00	0.00		B
	16-00576	03/02/16	2016 EQUIP. ALLOWANCE	Open	150.00	0.00		B
					160.00			
01437 ERCO CEILINGS*								
	16-00416	02/10/16	CORTEGA CIELING TILES ANNEX	Open	2,172.20	0.00		
01450 ERMA DELI*								
	16-00799	03/16/16	MEALS FOR CLEAN SHORE	Open	1,800.00	0.00		
01490 ROBERT FESSLER								
	16-01024	04/13/16	TRAINING MEALS	Open	29.06	0.00		
01577 MIKE FLINN**								
	16-00852	03/24/16	REIM FOR JUDO INSURANCE PAYMEN	Open	605.00	0.00		
01590 FORD, SCOTT & ASSOCIATES*								
	16-00068	01/07/16	2016 AUDITOR RES 16-04 \$40k	Open	9,500.00	0.00		B
01655 GANN LAW BOOKS*								
	16-00781	03/15/16	COX BOOK	Open	125.00	0.00		
01685 W W GRAINGER, INC.*								
	16-00707	03/11/16	FILTERS	Open	486.00	0.00		
	16-00811	03/21/16	3V BATTERIES- 2 PACKS	Open	33.84	0.00		
					519.84			
01730 GTBM INC.*								
	16-00813	03/21/16	INFO COP RENEWAL 4/16-4/17	Open	5,531.25	0.00		
	16-00997	04/11/16	AUTO VEHICLE LOCATE 5/16-4/17	Open	1,560.00	0.00		
					7,091.25			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01781 HATCH MOTT MACDONALD, LLC*								
	15-01637	06/17/15	RES# 15-189 BIKE TRAIL ENGINR	Open	325.00	0.00		B
	15-01944	07/23/15	ENGINEERING SERVICES	Open	411.00	0.00		B
	15-02866	11/16/15	ENGINEERING FOR ROSEANN AVE	Open	56,760.00	0.00		B
	16-01003	04/11/16	PROFESSIONAL ENGINEERING	Open	967.25	0.00		
					<u>58,463.25</u>			
01806 ANTHONY J HARVATT, II, ESQ								
	16-00783	03/15/16	ZBA SOLICITOR SALARY	Open	625.00	0.00		
	16-01002	04/11/16	RESOLUTIONS	Open	150.00	0.00		
					<u>775.00</u>			
01873 HOME DEPOT*								
	16-00098	01/08/16	SUPPLIES/JAN	Open	296.54	0.00		
01951 INNOVATIVE DATA SOLUTIONS*								
	16-01023	04/13/16	DMS PAPERLESS SYS 12/16-12/17	Open	3,639.36	0.00		
02025 HUNTER JERSEY PETERBILT*								
	16-00751	03/14/16	PARTS FOR TRUCKS/MARCH	Open	2,925.13	0.00		
02027 JESCO INC*								
	16-00766	03/14/16	PARTS FOR BACKHOE/DPW	Open	600.96	0.00		
02136 TED KINGSTON INC*								
	16-00293	01/26/16	FEBRUARY 2016 MAINT. DPS	Open	542.09	0.00		
02223 LANDSMAN UNIFORMS*								
	16-00625	03/07/16	UNIFORMS	Open	355.55	0.00		
02292 DONALD LOMBARDO								
	16-00896	03/31/16	CONTRACTUAL REIMBURSEMENT-M	Open	1,653.63	0.00		
02294 MARIE A LOMONACO								
	16-00442	02/16/16	CONTRACTUAL REIMBURSEMENT-M	Open	172.50	0.00		B
02410 MAGLOGLLEN*								
	16-01016	04/13/16	ANNUAL RENEWAL 7/16-6/30/17	Open	400.00	0.00		
02632 N J PLANNING OFFICIALS*								
	16-00627	03/07/16	MLUL BOOK	Open	21.00	0.00		
02715 MODERN HANDLING EQUIP CO*								
	16-00984	04/08/16	ANNUAL GENERATOR MAINT.	Open	1,942.50	0.00		
02777 RR DONNELLEY*								
	16-00498	02/24/16	REGISTRAR SAFETY PAPER	Open	294.00	0.00		
03008 NJ DEPT OF TREASURY/FEES								
	16-00653	03/10/16	AIR QUALITY PERMITTING/COMPOST	Open	2,619.00	0.00		
	16-00879	03/29/16	STORMWATER PERMIT FEES	Open	5,250.00	0.00		
					<u>7,869.00</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03109 TRU GREEN CHEMLAWN	16-00720	03/14/16	RES# 16-70 FERTILIZER/SLICE SE	Open	2,011.00	0.00		B
03172 OFFICE BUSINESS SYSTEMS INC*	16-00985	04/08/16	ANNUAL MAINT. DIGITAL RECORDER	Open	3,186.17	0.00		
03280 PARAMOUNT SANITARY SUPPLY*	16-00864	03/28/16	TERRY RAGS	Open	249.00	0.00		
03305 PEDRONI FUEL*	16-01021	04/13/16	NO LEAD GAS/DPW	Open	195.79	0.00		
03321 PATRICK MARTIN, ESQ	16-00878	03/29/16	SUBSTITUTE PROSECUTOR 3-29-16	Open	400.00	0.00		
03387 POGUE INC. *	16-00836	03/22/16	SAFETY AND HEALTH /FOLLOW UP	Open	250.00	0.00		
03537 RUTGERS, THE STATE UNIVERSITY*	16-00871	03/28/16	INFO AND RECORDS MANAGEMENT	Open	592.00	0.00		
03573 SAFETY-KLEEN CORP*	16-00097	01/08/16	EQUIP/MAINTENANCE/JAN	Open	359.33	0.00		
03583 ROBERT SMITH JR	16-01011	04/13/16	TRAINING MEALS	Open	27.19	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	16-00740	03/14/16	TIRES/RDS/SANT/RECY/MARCH	Open	5,767.99	0.00		
03863 TREASURER, STATE OF NEW JERSEY	16-00988	04/08/16	STATE SURCHARGE JAN-MARCH LOWE	Open	10,049.00	0.00		
	16-00989	04/08/16	STATE SURCHARGE JAN-MARCH WCM	Open	548.00	0.00		
					10,597.00			
03904 LOWE'S HOME CENTER INC*	16-00646	03/09/16	SUPPLIES /DPW/MARCH	Open	312.66	0.00		
03917 STATE OF NJ DEPT OF CHILD/FAML	16-00987	04/08/16	JAN, FEB, MARCH 2016 MAR/CU FEE	Open	600.00	0.00		
03960 VECTOR SECURITY*	16-00917	04/04/16	CHANGED OUT LOCK/BOCA BUILDING	Open	83.86	0.00		
03971 VERIZON WIRELESS MDT POLICE	16-00918	04/05/16	MDT WIRELESS	Open	691.43	0.00		
03985 VILLAS NAPA AUTO PARTS	16-00736	03/14/16	RDS/SANT/RECY/MARCH	Open	3,305.05	0.00		
04083 JIM WOLFORD	16-00955	04/08/16	SOCCER REIMBURSEMENT	Open	15.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04097 GINTAS FIRST AID AND SAFETY*	16-01015	04/13/16	FIRST AID SUPPLIES/DPW	Open	79.34	0.00		
04176 CHRISTOPHER J WINTER SR*CALEA	16-00400	02/09/16	ACCRED. CONSULTANT- MARCH	Open	450.00	0.00		
04216 PRIVATE ISLAND EMBROIDERY*	16-00790	03/15/16	UNIFORMS	Open	49.00	0.00		
04266 NJ DEPT OF HEALTH&SENIOR SVCS	16-00935	04/05/16	DOG LICENSE FEES MARCH 2016	Open	265.20	0.00		
04288 NUANCE COMMUNICATIONS INC*	16-00798	03/16/16	MAINT.CONTRACT 1/1/16-12/21/16	Open	4,221.90	0.00		
04300 W.B.MASON CO INC*	15-02864	11/16/15	OFFICE SUPPLIES	Open	111.44	0.00		
	16-00326	02/02/16	SUPPLIES	Open	41.92	0.00		
	16-00769	03/14/16	SUPPLIES	Open	773.89	0.00		
					927.25			
4104 DOUGLASS LANDSCAPING LLC*	16-00721	03/14/16	RES# 16-71 LANDSCAPING SERVICE	Open	4,748.50	0.00		B
6021 TASER INTERNATIONAL, INC. *	16-00626	03/07/16	TASER BATTERIES	Open	375.13	0.00		
6061 AMERITHEALTH ADMINISTRATORS	16-00919	04/05/16	3/31/2016 HEALTH	Open	52,489.90	0.00		
	16-01006	04/11/16	4/11/2016 HEALTH	Open	33,723.37	0.00		
					86,213.27			
6071 UNITED UNIFORMS LIMITED LIAB*	16-00780	03/15/16	UNIFORMS	Open	390.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *	16-01019	04/13/16	VET SERVICES 3/17/16	Open	225.00	0.00		
7119 ENGINEERING DESIGN ASSOC*	15-01760	07/06/15	2014-323 COASTAL RESIL GRANT	Open	11,905.00	0.00		B
7142 LINDSAY BECHTLER	16-00895	03/31/16	ZUMBA INSTRUCTOR MARCH 2016	Open	85.00	0.00		
7183 BEYER FLEET, LLC*	15-03145	12/21/15	2016 FORD EXPLORER 4 WD	Open	26,033.00	0.00		
7199 STAPLES CREDIT PLAN-INSTORE PU	16-00437	02/16/16	OFFICE SUPPLIES	Open	51.56	0.00		
	16-00514	02/25/16	EXTERNAL HARD DRIVE	Open	44.99	0.00		
	16-00525	02/26/16	OFFICE SUPPLIES	Open	390.87	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7199 STAPLES CREDIT PLAN-INSTORE PU Continued	16-00610	03/04/16	OFFICE SUPPLIES	Open	306.32	0.00		
					793.74			
7302 GUARDIAN TRACKING LLC*	16-00995	04/11/16	EMPLOYEE TRACKING SYSTEM	Open	2,254.00	0.00		
7407 HAROLD PEARL	16-00946	04/06/16	RES#16-110 RELEASE PERFORMANCE	Open	10,647.60	0.00		
7457 SERVPRO OF CAPE MAY COUNTY*	16-00860	03/24/16	BIO HAZARD CLEAN UP	Open	3,580.10	0.00		
7475 SUZANNE M SCHEID	16-00916	04/04/16	CONTRACTUAL REIMBURSEMENT-M	Open	18.00	0.00		
	16-01007	04/11/16	CONTRACTUAL REIMBURSEMENT-D	Open	1,024.25	0.00		
					1,042.25			
7478 WINDSTREAM COMMUNICATION INC*	16-00912	04/04/16	PHONE SERVICE- MILLMAN/PW/TOWN	Open	793.87	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	16-00060	01/07/16	2016-01 LITIGATION DNE 97k	Open	6,133.45	0.00		
7508 BLANEY & KARAVAN PC*	16-00061	01/07/16	2016-32 LABOR ATTORNEY \$25 DNE	Open	3,587.50	0.00		B
7520 BLACKOUT TINTING*	16-00364	02/05/16	WINDOW TINTING	Open	60.00	0.00		
	16-00431	02/16/16	WINDOW TINTING	Open	240.00	0.00		
					300.00			
7532 HEATHER MCNULTY*	16-00908	04/04/16	HIFITNESS ACADEMY MARCH 2016	Open	570.00	0.00		
7537 RICHARD D'AMICO	16-00561	03/02/16	REIMBURSEMENT-SPRING SOCCER	Open	15.00	0.00		
7555 LORCO PETROLEUM SERVICES*	16-00882	03/29/16	USED OIL REMOVAL/DPW	Open	147.00	0.00		
BOSNA KAREN MANETTE BOSNA	16-00894	03/31/16	YOGA PAYMENT MARCH 2016	Open	230.00	0.00		
G-MUA LTMUA	16-01005	04/11/16	MUA CHARGES COLLECTED TAX SALE	Open	169,044.51	0.00		
SEAGE SEAGEAR MARINE SUPPLY*	16-00755	03/14/16	SUPPLIES FOR RDS/DPW/APRIL	Open	1,011.54	0.00		
SIXSM LLOYD SIXSMITH*	16-00657	03/10/16	COUNCIL/MANAGER JACKETS	Open	312.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SIXSM LLOYD SIXSMITH* Continued								
	16-00877	03/29/16	FIELD SHIRT/JACKET	Open	78.90 390.90	0.00		
TILL TILL PAINT CO CORP*								
	16-00723	03/14/16	PAINT FOR LINING OF FIELDS	Open	1,465.00	0.00		
Total Purchase Orders: 116 Total P.O. Line Items: 0					Total List Amount:	524,676.47	Total Void Amount:	0.00

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

RESOLUTION #2016- 123

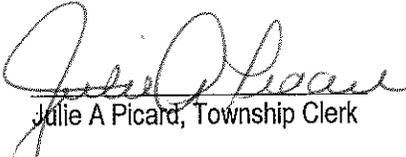
TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
MARGARET CROMPTON	16-00909	CONTRACTUAL REIM	57109	\$1,224.36
Total Manual Checks				\$ 1,224.36
Total Computer				\$ 524,676.47

Total Bill List \$ 525,900.83

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

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 18, 2016.


Julie A Picard, Township Clerk

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

RESOLUTION # 2016-124

Title: ACCEPTANCE OF BID FOR CONCESSION STAND AT THE TOWNSHIP OF LOWER SWIMMING POOL 2016 & 2017 SEASONS

WHEREAS, the Notice to Bidders for the 2016 and 2017 year for the Concession for the Township of Lower Swimming Pool, was advertised on March 23, 2016 and accepted on April 5, 2016 at 11:00 a.m. prevailing time; and

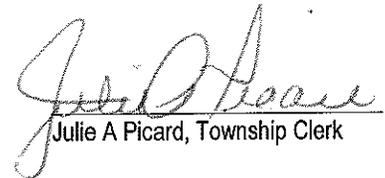
WHEREAS, One (1) sealed bid was submitted and reviewed by the QPA and Superintendent of Parks and Recreation; and

WHEREAS, Dawn Trainer, the qualified bidder complied with the specifications and supplied all required bid documents and included a bid of \$1600.00 with a certified check for the 2016 Summer Season.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Township of Lower Pool Concession is awarded to Dawn Trainer for the sum of \$1600.00 annually for the 2016 and 2017 calendar year.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

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

RESOLUTION #2016-125

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 2015 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

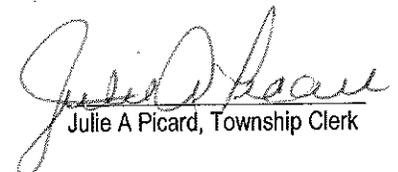
WHEREAS, Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW ,THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower 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	+		+			
SIMONSEN		+	+			
CLARK						+
BECK			+			

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

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

RESOLUTION #2016-126

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.

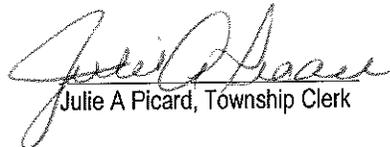
WHEREAS, whenever a municipality operates a municipal service system for solid waste collection, or provides for regular solid waste collection service under a contract awarded pursuant to the "Local Public Contracts Law", the amount of grant monies received by the municipality shall not be less than 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 2015 in the amount of \$32,776.71. 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: Lauren Read, CFO, Township of Lower
Date: 04/08/2016

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

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 18, 2016.


Julie A Picard, Township Clerk

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

RESOLUTION #2016-127

TITLE: A RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH MARCUS KARAVAN, ESQ. OF BLANEY KARAVAN AS TAX APPEAL ATTORNEY

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, Marcus Karavan, Esq. has provided a proposal to serve as Tax Appeal Attorney for the Township of Lower at a rate of \$125.00 per hour; and

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:

Account: 6-01-210-155-289 – Tax Appeals

Signature 
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED, by the Township of Lower, County of Cape May, State of New Jersey, that a contract without public bidding be awarded to Marcus Karavan of Blaney Karavan as Counsel for Lower Township Tax Appeals at a fee of \$125.00 per hour with a not to exceed amount of \$10,000.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

BLANEY KARAVAN

Attorneys at Law - Blaney & Karavan, P.C.

William G. Blaney, Esquire*
bill@blaneykaravan.com

Marcus H. Karavan, Esquire***
marcus@blaneykaravan.com

Kyle D. Weinberg, Esquire
kyle@blaneykaravan.com

John R. Dominy, Esquire**
john@blaneykaravan.com

Frank Guaracini, III, Esquire♦
frank@blaneykaravan.com

♦ Of Counsel

*Also Member of the Pennsylvania Bar

*** Also a member of the New York Bar

April 8, 2016

PROPOSAL OF BLANEY & KARAVAN, P.C. FOR SPECIAL TAX APPEAL COUNSEL TOWNSHIP OF LOWER

A. Qualifications and Experience of person or entity specifically with regard to the position sought.

Please see the attached resumes of Marcus H. Karavan, Esquire (50% shareholder) and William G. Blaney, Esquire (50% shareholder). Also attached are the resumes of John R. Dominy, Esquire, Frank Guaracini, III, Esquire and Kyle Weinberg, Esquire.

Mr. Karavan will be the officer/partner who will be primarily responsible for services rendered. Any and all attorneys listed herein may be engaged to perform various assignments.

Our firm has extensive experience in Municipal Government.

Our Municipal experience is as follows:

Mr. Karavan has served in the following capacities:

1. Township of Middle, Municipal Solicitor, 2012-2015;
2. Township of Middle, Cable Advisory Board Solicitor, 2012-2015;
3. City of Wildwood, Municipal Solicitor, 1994-2010; 2011-2013;
4. UEZ Commissioner/Solicitor 2002-2009; 2010-2012;
5. ABC Solicitor City of Wildwood 1994-2010; 2011-2013;
6. City of Wildwood Historic Preservation Commission Solicitor, 1998-2001;
7. Borough of West Cape May Municipal Solicitor 1998-2001; and

3311 New Jersey Avenue
PO Box 1310
Wildwood, NJ 08260

Ph. 609-729-1700
Fx. 609-729-5372

BlaneyKaravan.com

8. **City of North Wildwood-Special Counsel to Mayor Marcus H. Karavan, Esquire 1993-1994;**
9. **Hearing Officer- City of North Wildwood and City of Sea Isle 2014-present.**
10. **Hearing Officer, Borough of Stone Harbor 2015**
11. **Borough of Stone Harbor Municipal Solicitor 2016**
12. **Special Tax Counsel, Township of Lower 2015.**
13. **Cape May County Bridge Commission Solicitor 2015- Present**

Mr. Blaney has represented the following Public Entities as Labor Counsel:

1. **City of Atlantic City**
2. **Cumberland County**
3. **Cape May Point**
4. **Cape May County**
5. **Cape May County Board of Social Services**
6. **Galloway Township**
7. **City of Wildwood**
8. **Borough of Wildwood Crest**
9. **Borough of West Wildwood**
10. **Township of Lower**
11. **Township of Dennis**
12. **Borough of Stone Harbor**
13. **Borough of Avalon**
14. **Woodbine Port Authority**
15. **City of Millville**
16. **City of Bridgeton**
17. **City of North Wildwood**
18. **City of Ocean City**
19. **Borough of Cape May Point**
20. **Woodbine MUA**
21. **Township of Upper**
22. **Egg Harbor City**
23. **Mullica Township**

During our time as Solicitor in the various municipalities, over approximately twenty (22) years, we are and have been responsible for all aspects of municipal government as related to legal issues. We are and have been responsible for the preparation of ordinances and resolutions, for negotiating contracts for the sale of public property, negotiating and preparing collective bargaining contracts. We are and have further been responsible for all litigation, including, but not limited to those in State Courts, Federal Courts, Tax Courts, and Administrative Proceedings, inclusive of Employment proceedings, COAH proceedings, etc.. We are and have served as municipal Alcohol Beverage Commission attorneys, Urban Enterprise Zone attorneys, Historic Preservation Commission attorneys, and co-counseled Redevelopment

Zone matters. This is in addition to serving as attorneys on other municipal boards. We have handled numerous County and State tax Appeals, including complex matters involving large commercial enterprises and commercial amusement Piers.

We have also served as Labor Counsel to the Public entities listed above handling complex labor disputes, labor negotiations and collective bargaining agreements.

We have served as Public Entity Defense Litigation Attorney.

1. New Jersey Highway Authority (NJHA) 1997-2004.

During our tenure as Defense Attorneys for the NJHA we were selected and assigned to defend complex negligence cases and Federal Civil Rights Claims filed against the New Jersey Highway Authority, State of New Jersey and New Jersey State Police.

The following are notable decisions of Marcus H. Karavan, Esquire:

1. **Borough of Wildwood Crest v. Cecile O. Smith and Monterey Motel, Inc., et al., 113 N.J.Super. 657, 552 A.2d 178 (1988).** Represented private landowners in landmark decision establishing the standard for interest payments during a governmental taking.
2. **Nickels, et al., v. City of Wildwood and Mariners Landing, Inc., 140 N.J. 261, 658 A.2d 291 (1995).** Represented private landowners in New Jersey Supreme Court decision holding that zoning ordinances authorizing the expansion of existing amusement piers, a non-conforming use, without declaring them to be a permitted use is invalid.

The following are notable references of success of William G. Blaney, Esquire:

1. Township of Galloway and PBA Local 77,40 NJPER91 (2013)-Restraint of Arbitration.
2. I/M/O Adrianna Perez, County of Cape May, Department of Crest Haven, 2013 WL5303938 (2013) Rejection at end of working test period upheld.
3. Heather Boehm v Cumberland County, 2013 WL6360667 (2013) Termination upheld.
4. Christopher Chin v. Cape May County Sheriff's Office, 2013 WL3635609 (2013); Termination upheld.
5. I/M/O City of Wildwood Layoffs 2011; 2012 WL4712991 (2012); Layoff decision upheld.
6. In re Dunn; 2015 WL 6829725; Promotional List bypass upheld by Appellate Division.

B. Scope of Services proposed to be provided.

1. Attorney promises and agrees to perform duties and services of Special tax Attorney for the Township for an hourly billing rate of \$125.00 per hour payable in monthly installments on or before the 15th of each month, Attorney will perform the following functions on an on-call and as needed basis:
 - (a) To, in conjunction with the Township Tax Assessor and experts retained by the Township, defend such Lower Township Tax appeals as are filed before the County Tax Board and the State Tax Court for year 2016 (inclusive of filing responsive pleadings, discovery, discovery responses, etc.);
 - (b) To receive, review and respond to, in consultation with the Township, on matters regarding said appeals, all correspondence pertaining to the same and all to respond to all inquiries questions from the Township Assessor;

C. Contact Information, including name, address, phone number, email address

Marcus H. Karavan, Esquire

William G. Blaney, Esquire

Blaney & Karavan, P.C.
3311 New Jersey Avenue
P.O. Box 1310
Wildwood, NJ 08260
(609) 729-1700
(609) 729-5372 fax
marcus@blaneykaravan.com

Blaney & Karavan, P.C.
2123 Dune Drive, Suite 11
Avalon, NJ 08202
(609) 435-5368
(609) 435-5473 fax

email

bill@blaneykaravan.com

D. Fee Proposal

D1. The above work for the Special Tax Counsel shall be performed for the amount of \$125.00 per hour.

D2. Tax Appeals: As required by law, Attorney shall be designated as the Attorney for the Tax Assessor in any tax appeal matters and shall be compensated as for litigation. Attorney shall represent the Township with regard to 2016 County Tax appeals also.

E. Office Staffing Plan and Resources

Attorneys:
William G. Blaney, Esquire
Marcus H. Karavan, Esquire

John Dominy, Esquire
Frank Guarancini, III, Esquire
Kyle Weinberg, Esquire

Office Staff: One full time and three part time office staff

Locations of Offices from which services shall be provided:

Blaney & Karavan, P.C.
3311 New Jersey Avenue
P.O. Box 1310
Wildwood, NJ 08260
(609) 729-1700
(609) 729-5372 fax

Blaney & Karavan, P.C.
2123 Dune Drive
Suite 11
Avalon, NJ 08202
(609) 435 5368
(609) 435 5473 (fax)

F. Firm References

1. Honorable John F. Callinan, J.S.C. (Ret.)
2. Bruce Gelsinger (Private Client)
President Hall Harbor Condominium
Association, Inc., Stone Harbor, NJ
3. Ken Mecouch
Cumberland County Administration
164 West Broad Street
Bridgeton, NJ 08302
(856)453-2138 4
4. Arch Liston, City Administrator
Atlantic City
1301 Bacharach Boulevard
Atlantic City, NJ 0840
(609) 347-5245
5. Township Manager
Galloway Township
300 East Jimmie Leeds Road
Galloway, NJ 08205
(609) 652-3700

6. Scott Wahl, Administrator
Borough of Avalon
3100 Dune Drive
Avalon, NJ 08202
(609) 967-4148

7. Connie Mahon, Township Administrator
Township of Middle
33 Mechanic Street
Middle Township, NJ 08210
(609) 465-8724

Reference Contact Information available upon request.

G. Potential Conflicts

None of which we are aware. It is contemplated that if conflicts arise, conflict counsel will be appointed by the Governing Body.

H. Additional Information.

Information relative to licensing, attorneys, office staffing, fee schedules are included in the above listed narratives. Additionally, please find attached the resumes of William G. Blaney, Esquire, Marcus H. Karavan, Esquire, John R. Dominy, Esquire, Frank Guarancini, III, Esquire, Kyle Weinberg, Esquire and a current State of New Jersey, Business Registration Certificate and Certificate of Employee Information report.

Respectfully submitted,
BLANEY & KARAVAN, P.C.



Marcus H. Karavan, Esq.

Enc.

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

RESOLUTION #2016-128

TITLE: APPROVAL OF HOLY SPIRIT LUTHERAN CHURCH'S REQUEST
TO CONDUCT A CHURCH BAZAAR

WHEREAS, Section 359-13 of the Code of Lower Township prohibits outdoor flea markets within the confines of Lower Township except as provided for in Section 359.13b; and

WHEREAS, Section 359-13 of the General Ordinances of the Township of Lower permits non-profit, charitable, civic and religious organizations to conduct four (4) outdoor flea markets per year within the confines of the Township if approved by the Township Council; and

WHEREAS, the Township Council has reviewed the request of Holy Spirit Lutheran Church, 1220 Bayshore Road to conduct a Church Bazaar on June 11, 2016 on their property; and

WHEREAS, the Council has determined the applicant meets the ordinance requirements of a non-profit, charitable, civic and/or religious organization.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that approval is hereby granted.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

4/5/2016

I (FRAN GREEN) am applying
for a permit for our annual
church bazaar on 6/11/16, 9AM-2PM.

We are a religious non-profit
organization, HOLY SPIRIT LUTHERAN
CHURCH, 1220 BAYSHORE RD, and ask
that the permit fee be waived.

Thank you,
Please advise,

FRAN GREEN HOLY SPIRIT
1220 BAYSHORE RD
VILLAS, NJ 08251

MISSION INVESTMENT FUND OF THE ELCA
8765 W. Higgins Road, Chicago, IL 60631

Call for current rates! (877) 886-3522 mif@elca.org www.missioninvestmentfund.org

PLEASE PRINT ALL INFORMATION AND RETURN WITH A FIVE DOLLAR CHECK OR MONEY ORDER (PER PERMIT) PAYABLE TO LOWER TOWNSHIP ALONG WITH A SELF-ADDRESSED STAMPED ENVELOPE. IF YOU HAVE ANY QUESTIONS, CALL 886-2005, ext 100.

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

LOWER TOWNSHIP
YARD SALE MAIL-IN APPLICATION

APPLICANT FRAN GREEN / HOLY SPIRIT LUTHERAN CHURCH
HOME ADDRESS HOLY SPIRIT LUTHERAN CHURCH
YARD SALE LOCATION 1220 BAYSHORE RD VILLAS NJ 08251
OWNER OF PROPERTY WHERE YARD SALE IS TO BE HELD

YARD SALE DATE(S) 6/11/16 (2 consecutive days max.)

no RAIN DATE(S) ~~6/18/16~~ X

PRIOR PERMITS THIS YEAR 0

**NO SIGNS EXCEPT ON APPLICANT'S PROPERTY
NO MORE THAN THREE (3) YARD SALE PERMITS WILL BE
ISSUED TO ANY ONE LOCATION OR PERSON.**

3/14/16
Date

Fran Green
Signature of Applicant

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

RESOLUTION # 2016-129

TITLE: A RESOLUTION AUTHORIZING THE EXECUTION OF A ONE (1) YEAR CONTRACT BETWEEN THE TOWNSHIP OF LOWER AND CARFAX FOR ACCESS TO ONLINE ACCIDENT/CRASH REPORTS AT NO COST TO THE TOWNSHIP OF LOWER

WHEREAS, the Chief of Police of the Township of Lower is requesting authorization to award a one (1) year contract to CARFAX to provide on-line accident/crash reports prepared by the Lower Township Police Department; and

WHEREAS, there is no cost to the Township of Lower to provide this service; and

WHEREAS, the end users choosing this method to obtain reports would pay a convenience fee of \$5.00, and this fee is returned to the Township of Lower; and

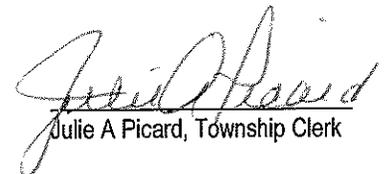
WHEREAS, although the value of this contract will not exceed \$17,500, the Township of Lower has elected to award this contract without utilizing the fair and open process pursuant to N.J.S.A. 19:44A-20.4 et. seq.; and

WHEREAS, it is desire of this Township Council to act upon the recommendation of the Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Township Manager James Ridgway is hereby authorized to enter into a one year contract for on-line accident/crash reports prepared by the Lower Township Police Department to Carfax.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk



ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): Lower Township Police Department

Agency ORI Number: NJ - 0 5 0 5 0 0

Name of Chief of Police or Sheriff: William Mastriana Number of Sworn Officers: 46

Address: 405 Breakwater Road, City: Cape May

County: Cape May County State: NJ Zip: 08204

Estimated number of motor vehicle accident reports per year: 500

Enrollment in the CARFAX Police Crash Assistance Program ("Program") allows Agency personnel access to the CARFAX Vehicle History Service ("VHS"), the CARFAX Investigative Data Sharing Program ("Data Sharing Program"), the CARFAX E-Commerce Program ("E-Commerce"), and such other programs that CARFAX may offer participants of the Program from time-to-time during the Term, in exchange for motor vehicle accident reports data created or collected by Agency.

Agency does **not** wish to access (please check all that are applicable):

- Investigative Tools
- Data Sharing Program
- E-Commerce

Additional Information required for E-Commerce

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific, interested parties (as defined by such law or regulation)? Yes No

If "yes," CARFAX will work with Agency to address such requirements.

Amount to be reimbursed to Agency for each accident report sold through E-Commerce (collectively, "Reimbursed Fee"):

Required by Law: \$ _____

Convenience Fee Charged by Agency: \$ _____

By signing below, I represent that I am duly authorized to execute this Application on behalf of Agency and bind Agency to the CARFAX Police Crash Assistance Program Terms and Conditions:

Signature: James Ridgway

Title: Township Manager

Printed Name: James Ridgway

Date: April 18, 2016

Send completed form to: Matthew Simpson | EMAIL: matthewsimpson@carfax.com | FAX: 800-516-1929

CARFAX® Police Crash Assistance Program Terms and Conditions

These CARFAX® Police Crash Assistance Program Terms and Conditions ("Terms and Conditions"), any enrollment form signed by the Agency ("Enrollment Form"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and the Agency and govern Agency's participation in the Program. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as the Agency participates in the Program. Termination of Agency's subscription to any CARFAX service pursuant to the Program does not terminate any other CARFAX services to which Agency may have subscribed.

1. **Provision of Data.** Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that in order to participate in E-Commerce, Accident Data must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). Agency understands that CARFAX relies on its sources for the accuracy and reliability of their information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to use any and all non-personal information from the Accident Data in connection with the VHS and any products and services offered by CARFAX, and include such information in the VHS database. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database ("Crash Report Database") for use in connection for E-Commerce, and, to the extent Agency participates in the Data Sharing Program, to share such information with other law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data within one (1) business day after such request. Agency understands that, in the event of any termination of Agency's participation in the Program, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. **Term and Termination.** Agency agrees that its participation in the Program will be effective from the date on which Agency provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the VHS and/or Crash Report Database and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to withdraw from its participation in E-Commerce and/or the Data Sharing Program, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. CARFAX may terminate this Agreement immediately if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive the termination of this Agreement shall so survive, including without limitation this last sentence of Section 2, the last sentence of Section 3, 5, 6, 7, 9, 10 and 11.

3. **License: Ownership.** Subject to the terms and conditions of this Agreement, CARFAX hereby grants to Agency a limited, revocable, nontransferable and nonexclusive license to use the (a) VHS to access the Investigative Tools (as defined below) and (b) Crash Report Database to access Shared Reports (as defined below). The license to use the VHS and the Crash Report Database is limited to the extent required for criminal investigative purposes ("Permitted Use"). Agency acknowledges that the VHS, the Investigative Tools, the Crash Report Database and Shared Reports and all intellectual property relating thereto are and will remain the property of CARFAX.

4. **Agency Account.** Upon Agency's enrollment in the Program, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access (a) the VHS to obtain Investigative Tools and (b) the Crash Report Database to obtain the Shared Reports. Agency will ensure that only authorized representatives of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized representative of Agency, and Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with change in authorized personnel). Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. **Security.** Agency acknowledges that the Crash Report Database may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or accident report to those employees who have a need to know as part of their official duties; (b) ensuring that the Agency Account and accident reports are accessed for a Permitted Use only, and accident report information is not shared with any third party except as permitted by law and pursuant to the Agreement; (c) maintaining and complying with a data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is

designed to meet federal guidelines establishing standards for safeguarding PII, including, at a minimum, maintenance of an information security program that is designed to (i) ensure the security and confidentiality of the accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on accident reports; and (iii) protect against unauthorized access to or use of the data contained in accident reports. In the event of any actual or reasonably suspected breach of accident reports data, Agency will promptly notify CARFAX of such actual or suspected breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such a breach of security and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with a breach of Agency's security, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of the breach or potential breach of security, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required in CARFAX's reasonable discretion. Agency agrees that such notification shall not reference CARFAX or the Crash Report Database, nor shall CARFAX be otherwise identified or referenced in connection with the breach of security, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from a breach of security, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with the breach of security, and to the extent that any claims are brought against CARFAX, Agency shall indemnify CARFAX from such claims. Agency shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

6. Access to the VHS; Restrictions on Access and Use. In consideration of Agency's authorization to include non-personal information contained in the Accident Data in the VHS, CARFAX will provide to Agency a free subscription to the VHS to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert® and such other investigative tools that CARFAX may offer from time to time (collectively, "Investigative Tools"). Agency shall not: (i) sell the Investigative Tools or information derived from the Investigative Tools, (ii) permit the use of the VHS or the Investigative Tools by any third party, (iii) use or permit the use of the VHS or Investigative Tools in the operation of a service bureau, (iv) use the VHS or the Investigative Tools for purposes other than the Permitted Use, including without limitation for personal or unlawful purposes, or (v) upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the Crash Report Database or the VHS or otherwise interferes with the functioning of the Crash Report Database as intended by CARFAX. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tools or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the VHS, the Investigative Tools, the Crash Report Database or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers). CARFAX reserves the right, in its sole discretion, to discontinue, modify or terminate any aspect of the Investigative Tools at any time.

7. Access to and Use of Data Sharing Program. CARFAX will provide Agency with access to the Crash Report Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by current Data Sharing Program participants (collectively, the "Shared Reports") and any information contained in the foregoing for the Permitted Use only. Agency shall not, and shall not permit others, to directly or indirectly: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Shared Reports or any information derived from the Shared Reports to any third party (except to the extent such Shared Report becomes part of Agency's criminal investigation record, subject to the state's open records laws), or (ii) search the Crash Report Database or use any of the Shared Reports or any information contained in the foregoing on behalf of any third party or for purposes other than criminal investigative purposes (including personal or unlawful purposes). THE CRASH REPORT DATABASE, THE SHARED REPORTS AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." Agency agrees that CARFAX's liability for damages relating to or resulting from Agency's participation in the Data Sharing Program, regardless of the form of action, shall not exceed the amount paid by the Agency for participation in the Data Sharing Program, if any. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and their respective directors, officers, employees and agents harmless from any claims, suits or damages, either direct or indirect, arising out of the Agency's participation in the Data Sharing Program. Agency may terminate its participation in the Data Sharing Program upon thirty (30) days prior written notice to CARFAX. CARFAX reserves the right, in its sole discretion, to modify or terminate the Data Sharing Program at any time.

8. CARFAX E-Commerce Program. The Agency authorizes CARFAX to offer to sell and sell accident reports online (currently available at www.crashdocs.org) ("Crashdocs") to the extent permitted by applicable law. Agency agrees to: (i) include on its web site(s) and social media site(s) one or more hyperlinks to Crashdocs unless the Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to Crashdocs, (iii) direct all calls that Agency receives relating to CARFAX or Crashdocs to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to the Agency's

participation in the Program, unless the Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the Reimbursed Fee for each accident report sold to Crashdocs' corporate subscribers and/or referrals made by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from the Agency. Within thirty (30) days after the end of each calendar month, CARFAX will provide the Agency a payment equal to the number of accident reports purchased by Crashdocs' corporate subscribers and/or referrals directed to Crashdocs by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee.

9. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the VHS, the Crash Report Database, the Investigative Tools and Shared Reports and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the VHS, the Crash Report Database, the Shared Reports, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the VHS, the Crash Report Database, the Shared Reports or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the VHS, the Crash Report Database, the Shared Reports or the Investigative Tools. Agency acknowledges that the VHS, the Crash Report Database, the Shared Reports, and the Investigative Tools do not provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the VHS, the Crash Report Database, the Shared Reports and the Investigative Tools. CARFAX MAKES AND THE AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE VHS, THE CRASH REPORT DATABASE, SHARED REPORTS, OR THE INVESTIGATIVE TOOLS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE VHS THE CRASH REPORT DATABASE, SHARED REPORTS OR THE INVESTIGATIVE TOOLS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE VHS, THE CRASH REPORT DATABASE, SHARED REPORTS OR INVESTIGATIVE TOOLS.

10. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by the Agency for the Investigative Tool or Shared Report in question, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, the Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits or damages, either direct or indirect, arising out of the Agency's use of the VHS, the Crash Report Database, a Shared Report, or the Investigative Tools for any purpose other than the Permitted Use or in a manner otherwise prohibited by this Agreement.

11. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

12. Entire Agreement; Modification; Assignment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into the Agreement. Agency's continued use of the VHS or participation in the Data Sharing Program, as applicable, will be deemed acceptance thereof. The Agency shall not assign this Agreement without the prior written consent of CARFAX.

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

RESOLUTION #2016-130

TITLE: CERTIFICATION OF RESIDENTIAL BIOHAZARD REMEDIATION CHARGES TO THE TAX COLLECTOR

WHEREAS, Ordinance #99-10 establishes the minimum regulations governing the conditions and maintenance of all property, buildings and structures within the Township of Lower, which is also known as the Property Maintenance Code, and

WHEREAS, the property listed below contained conditions which violated Section 302 of the Property Maintenance Code; and

WHEREAS, the Township of Lower has abated the conditions pursuant to the requirements of the Property Maintenance Code and desires to place a lien on the properties listed below:

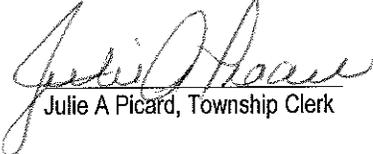
Block	Lot	Name (As Assessed)	Property Location	Amount	Admin Fee	Lien Amount
602	6	CARDIA, BERNARD A	907 Scott Avenue	3,580.00	500.00	4,080.00
			TOTAL	3,580.00	500.00	\$ 4,080.00

WHEREAS, the Code Enforcement Officer of the Township of Lower has certified the costs incurred to abate such conditions to the Township Council, which has examined the certification and has found it to be correct.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the costs and fees set forth above, incurred by the Township of Lower to abate the unlawful conditions on the properties listed above are charged as a lien against such properties, to be added to and become part of the taxes next to be assessed and levied upon such properties, to bear interest at the same rate as taxes, and to be collected and enforced in the same manner as taxes.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

Bill To:	Service Location:	Date	Invoice No.
The Township of Lower 2600 Bayshore Road Villas, NJ 08251	The Township of Lower 2600 Bayshore Road Villas, NJ 08251	3/30/2016	5052302
		 ServPro of Cape May & Cumberland Counties 2684 N. Route 9 Ocean View, NJ 08230 Phone # 609-624-0202 Fax # 609-624-9291 <i>Independently Owned and Operated</i>	

		Services
Residential biohazard remediation:	1,770.30	1,770.30
Sub debris hauling Residential	393.00	393.00
* Service Address: 907 Scott Avenue North Cape May, NJ 08251		

The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.

TOTAL	\$2,163.30
--------------	-------------------

I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

(X) _____
 Authorized Signature

TERMS OF PAYMENT: Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.

I hereby acknowledge the satisfactory completion of the above-described work.

(X) _____
 Customer Signature No One Home



DCT II T/A Servpro of Cape May County

2684 North Route 9
Ocean View, NJ 08230
P: (609) 624-0202 F: (609) 624-9291
Franchise# 9011
Tax ID# 272193916 HIC: 13VH05808500
Email: sp9011@servpro9011.com

Client: Township of Lower
Property: 907 Scott Avenue
North Cape May, NJ 08204
Billing: 2600 Bayshore Road
Villas, NJ 08251

Business: (609) 886-2624

Operator: ASTEPHEN

Estimator: Angela Stephens
Company: Servpro of Cape May and Cumberland Counties

Business: (609) 624-0202
E-mail: astephens@servpro9011.com

Type of Estimate: Other
Date Entered: 3/28/2016 Date Assigned: 3/24/2016
Date Est. Completed: 3/28/2016 Date Job Completed: 3/24/2016

Price List: NJAC8X_MAR16
Labor Efficiency: Restoration/Service/Remodel
Estimate: LOWER_TOWNSHIP_BIO_3

Biohazard Remediation Final Bill.



DCT II T/A Servpro of Cape May County

2684 North Route 9
 Ocean View, NJ 08230
 P: (609) 624-0202 F: (609) 624-9291
 Franchise# 9011
 Tax ID# 272193916 HIC: 13VH05808500
 Email: sp9011@servpro9011.com

LOWER_TOWNSHIP_BIO_3

Generals

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during hours Received call Thursday 3/24/16.	1.00 EA	0.00	500.00	0.00	500.00
2. Add for personal protective equipment (hazardous cleanup)	2.00 EA	0.00	85.15	0.00	170.30
3. Hazardous Waste Technician - Labor 2 technicians @ 2 hours each Services Include: * Content manipulation * Tear out 45 SF of affected carpet * Tear out 36 SF of affected carpet padding * Cleaning of affected subfloor * Apply disinfectant to affected subfloor area	4.00 HR	0.00	250.00	0.00	1,000.00
4. Hazardous Material Remediation - Decontamination of Equipment	1.00 EA	0.00	100.00	0.00	100.00
5. Box and liner - used for hazardous waste cleanup - Large	4.00 EA	0.00	60.75	0.00	243.00
6. Hauling of waste: Biohazard hauling	1.00 EA	0.00	150.00	0.00	150.00
Totals: Generals				0.00	2,163.30
Line Item Totals: LOWER_TOWNSHIP_BIO_3				0.00	2,163.30

Grand Total Areas:

461.33 SF Walls	193.78 SF Ceiling	655.11 SF Walls and Ceiling
193.78 SF Floor	21.53 SY Flooring	57.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	57.67 LF Ceil. Perimeter
193.78 Floor Area	213.44 Total Area	461.33 Interior Wall Area
543.00 Exterior Wall Area	60.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



DCT II T/A Servpro of Cape May County

2684 North Route 9
Ocean View, NJ 08230
P: (609) 624-0202 F: (609) 624-9291
Franchise# 9011
Tax ID# 272193916 HIC: 13VH05808500
Email: sp9011@servpro9011.com

Summary for Dwelling

Line Item Total	2,163.30
Replacement Cost Value	<u>\$2,163.30</u>
Net Claim	<u>\$2,163.30</u>

Angela Stephens

Bill To:	Service Location:	Date 3/31/2016	Invoice No. 5052312
The Township of Lower 2600 Bayshore Road Villas, NJ 08251	The Township of Lower 2600 Bayshore Road Villas, NJ 08251	 ServPro of Cape May & Cumberland Counties 2684 N. Route 9 Ocean View, NJ 08230 Phone # 609-624-0202 Fax # 609-624-9291 <i>Independently Owned and Operated</i>	

		Services
Residential biohazard remediation:	1,206.05	1,206.05
Sub debris hauling Residential	210.75	210.75
* Service Address: 907 Scott Avenue North Cape May, NJ 08204		

<small>The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.</small>	TOTAL	\$1,416.80
---	--------------	-------------------

I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

(X) _____
 Authorized Signature

I hereby acknowledge the satisfactory completion of the above-described work.

(X) _____
 Customer Signature No One Home

TERMS OF PAYMENT: Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.



DCT II T/A Servpro of Cape May County

2684 North Route 9
Ocean View, NJ 08230
P: (609) 624-0202 F: (609) 624-9291
Franchise# 9011
Tax ID# 272193916 HIC: 13VH05808500
Email: sp9011@servpro9011.com

Client: Township of Lower
Property: 907 Scott Avenue
North Cape May, NJ 08204
Billing: 2600 Bayshore Road
Villas, NJ 08251

Business: (609) 886-2624

Operator: ASTEPHEN

Estimator: Angela Stephens
Company: Servpro of Cape May and Cumberland Counties

Business: (609) 624-0202
E-mail: astephens@servpro9011.com

Type of Estimate: Other
Date Entered: 3/28/2016 Date Assigned: 3/31/2016
Date Est. Completed: 3/31/2016 Date Job Completed: 3/31/2016

Price List: NJAC8X_MAR16
Labor Efficiency: Restoration/Service/Remodel
Estimate: LOWER_TOWN_3-31-16

Final Bill.



DCT II T/A Servpro of Cape May County

2684 North Route 9
 Ocean View, NJ 08230
 P: (609) 624-0202 F: (609) 624-9291
 Franchise# 9011
 Tax ID# 272193916 HIC: 13VH05808500
 Email: sp9011@servpro9011.com

LOWER_TOWN_3-31-16

Generals

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Service call - during hours Thursday 3/31/16.	1.00 EA	0.00	475.00	0.00	475.00
2. Add for personal protective equipment (hazardous cleanup)	2.00 EA	0.00	85.15	0.00	170.30
3. Hazardous Waste Technician - Labor 2 technicians @ 1 hour each	2.00 HR	0.00	250.00	0.00	500.00
Services Include:					
* Tear out 15 SF of affected wood flooring					
* Tear out 15 SF of affected subfloor					
* Tear out 15 SF of affected insulation					
* Install 16 SF of plywood as temporary floor repair					
4. Box and liner - used for hazardous waste cleanup - Large	2.00 EA	0.00	60.75	0.00	121.50
5. Hauling of waste: Biohazard hauling	1.00 EA	0.00	150.00	0.00	150.00
Totals: Generals				0.00	1,416.80
Line Item Totals: LOWER_TOWN_3-31-16				0.00	1,416.80

Grand Total Areas:

461.33 SF Walls	193.78 SF Ceiling	655.11 SF Walls and Ceiling
193.78 SF Floor	21.53 SY Flooring	57.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	57.67 LF Ceil. Perimeter
193.78 Floor Area	213.44 Total Area	461.33 Interior Wall Area
543.00 Exterior Wall Area	60.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



DCT II T/A Servpro of Cape May County

2684 North Route 9
Ocean View, NJ 08230
P: (609) 624-0202 F: (609) 624-9291
Franchise# 9011
Tax ID# 272193916 HIC: 13VH05808500
Email: sp9011@servpro9011.com

Summary for Dwelling

Line Item Total	1,416.80
Replacement Cost Value	\$1,416.80
Net Claim	\$1,416.80

Angela Stephens

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

RESOLUTION #2016-131

TITLE: APPROVAL FOR PYROTECNICO FIREWORKS INC TO LOAD AND UNLOAD A FIREWORKS BARGE IN LOWER TOWNSHIP

WHEREAS, Pyrotecnico has requested permission to load and unload a barge in Lower Township for fireworks displays on the following dates:

July 4, 2016 for Congress Hall Hotel / Rain Date July 5th; and

WHEREAS, Pyrotecnico has provided the required proof of liability insurance required by the Uniform Fire Code Section 5:18-3.27 and signed a Hold Harmless agreement.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower that Pyrotecnico is hereby granted permission to load and unload the "fireworks barge" for the event listed above in accordance with all other necessary approvals and permits.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

**FIREWORKS DISPLAY HOLD
HARMLESS AGREEMENT**

Between the Borough/Township/City/County of LOWER TOWNSHIP
and PYROTECNICO FIREWORKS, INC. (Contractor).

**WITNESSETH:
PYROTECNICO**

1. **FIREWORKS, INC.** (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of LOWER TOWNSHIP from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.
2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \$1,000,000.00

General Liability: \$5,000,000.00

Automobile Liability: \$1,000,000.00

Umbrella Liability: \$5,000,000.00

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

3. The facilities will be used for the following purpose and no other:
LOADING & UNLOADING
Event: OF PRODUCT Date: 7.4.16 Rain Date: 7.5.16
Dated: 3.31.16 Signed: *Lynn Ann Hamed*
Authorized Signature of the Contractor

Witness: *Rogaine O. Hamed*

REVISED

Bond No: 21BSBFH9165
Bond Amount: \$2,500.00
Bond Term: 1/30/16 to 1/30/17

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

SURETY BOND

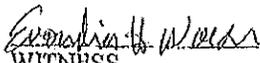
Discharging, Firing-off, Exploding or Displaying Fireworks,
at any Public Exhibition or Exhibition.

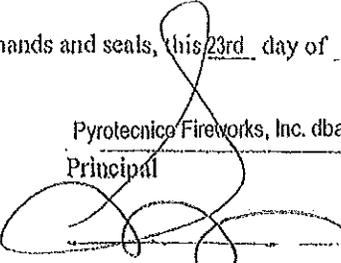
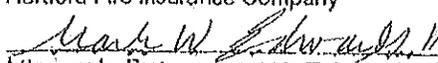
Know All Men by these Presents, that we Pyrotecnico Fireworks, Inc. dba Pyrotecnico,
Fireworks Vendor
1640 Garden Road, Vineland, NJ 08360 of (in the County of Cumberland), as
Fireworks Vendor Street Address County Name
Principal, are held and stand firmly bound unto the Treasurer and Receiver General of the State
of New Jersey in the just sum of TWO THOUSAND FIVE HUNDRED dollars (\$2,500) to be
paid to the Treasurer and Receiver General or his successor in office, to which payment well and
truly to be made, we hereby jointly and severally bind ourselves, our respective heirs, executors
and administrators, successors and assigns, firmly by these presents.

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

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

In Witness Whereof, we hereunto set our hands and seals, this 23rd day of Feb. 2016


WITNESS

WITNESS

Pyrotecnico Fireworks, Inc. dba Pyrotecnico
Principal

Hartford Fire Insurance Company

Attorney In Fact Mark W. Edwards, II

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 Bond T-4
 One Hartford Plaza
 Hartford, Connecticut 06155
 call: 888-266-3488 or fax: 860-757-5836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250036

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

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

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

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Feb. 23, 2016
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President



March 29, 2016

Ms. Emily Righter
Congress Hall Hotel
200 Congress Place
Cape May, NJ 08204

Dear Emily,

A representative from our company will do a first light inspection at The Atlantic Cape Fisheries in Lower Township the morning of first light on July 5th, 2016 We will be responsible for policing the fireworks display and search for and disposing of unfired fireworks.

Please also be aware that we do police the area after the fireworks display has been completed. This is our procedure for all of our shows.

If you have any questions, please do not hesitate to contact our office at 856-697-1023.

Sincerely,

Raquel L. Flowers
Fireworks Coordinator

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

RESOLUTION #2016-132

TITLE: RENEWAL OF 2016 CAMPGROUND LICENSES

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

WHEREAS, the applicant has paid the required license fee.

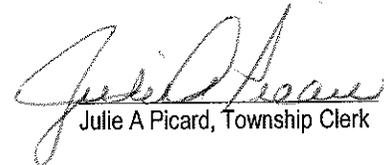
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the Campground Licenses for the following are hereby renewed for the period of April 1, 2016 through March 31, 2017 subject to all real estate taxes being current.

Robert Lepor
Sun Lake Laurie RV, LLC
Sun Seashore RV, LLC

t/a Cape Island Campground
t/a Lake Laurie RV & Campground Resort
t/a Seashore RV & Campsite Resort

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A. Picard, Township Clerk

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

RESOLUTION # 2016-133

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

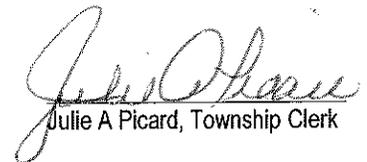
WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and;

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 in the County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at www.govdeals.com; and sell the surplus property as indicated on Schedule A on an online auction website.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

FA#	Description	Serial Number	Location
720	Polaroid Camera		Police Department
	Polaroid 990 Instant Color Film (23)		Police Department
	Polaroid 667 B/w Prints (7)		Police Department
	Polaroid Gridfilm (2)		Police Department
	QT Video light product #L4800		Police Department
	RCA Video Monitor TC1105	82A02692	Police Department
	Panasonic AC/Battery	WJ0BC32010	Police Department
	Phot I.D Camera Cat No. MZ107		Police Department
	Kodal Carousel Auto-focus 850		Police Department
	Sunpak Auto 30DX Thyristor		Police Department
506	Polaroid Miniporrait		Police Department
1382	Polaroid Macro 5SLR		Police Department
1446	Panasonic AG-188		Police Department
	Archer23-134 Battery Charger	ECSA10101	Police Department
338	Sylvania VCR		Police Department
	Realistic Cassette Recorder Model 14-808B		Police Department
	Typewriter Nakajima AE-710		Police Department
	Super Circuits time lapse VCR		Police Department
	Monochrome Duplex Multiplexer Robot		Police Department
	Pelco PMM2001 Television		Police Department
	Brand New VHS Tapes (11)		Police Department
	Panasonic Video Cassette Recorder		Police Department
	Soundscriber De Magnetizer		Police Department
	Lource Electronic AP-8 Audio Surveillance		Police Department
	RCA Clock Radio		Police Department
	Radio Shack CTR-69 Cassette Recorder		Police Department
	Polaroid Quartz Camera		Police Department
	3 Pack Maxwell Mc60 Tapes (10)		Police Department
723	Polaroid Rapid Omega Camera		Police Department
	Minolta 7000 Camera		Police Department
	Minolta Xtsi Camera (2)		Police Department

Samsonite Tripod	Police Department
Brother PC-301 Cartridge	Police Department
Polaroid Sun 600 Camera (3)	Police Department
Polaroid 1200 SI	Police Department
Compressor	Police Department
3425 Desk	Police Department
Rolling Organizer	Police Department
GO Video DDV3120	Police Department
Go Video D645	Police Department
Pelco PMM2001 T.V	Police Department
Paper Organizer/Mailbox	Police Department
Polaroid Spectra af (4)	Police Department
Sanyo B/W Video Monitor	Police Department
Harman Kardon Subwoofer	Police Department
Acer Monitor	Police Department
965 Radar Unit	Police Department
971 Radar Unit	Police Department
908 Radar Unit	Police Department
K55 Doppler Radar 38413	Police Department
MDVR 20610	25260 Police Department
TV Datalux Tracer	Police Department
Box of Mouses	Police Department
2596 HP Laserjet Pro CM1415FNW Color	Police Department
APC Battery	Police Department
Brother Fax 2820	DPW
Savin 4035E Copier-Printer	DPW
Brother Intelli Fax 3800	DPW
HP Laser Jet 2300	DPW
Xerox Scanner	DPW
IBM Typewriter	DPW
2175 OptiPlex GX520	Townhall
2199 OptiPlex GX520	Townhall
Keyboards (4)	Townhall
2490 HP Laserjet P3015	Townhall

Brother Intelli Fax AX 2820
2803 Neat Scanner
Neat Scanner
Dell Monitor
Benq FD567S Monitor
2483 Optiplex 780 Computer
Optiplex 780 Computer

CNFL133530WK

Townhall
Townhall
Townhall
Townhall
Townhall
Townhall
Townhall

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

RESOLUTION # 2016-134

TITLE: RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER TO ENTER INTO AN AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF FISH AND WILDLIFE (LAND EXCHANGE)

WHEREAS, the Township Council of the Township of Lower desires to exchange a parcel of property (Block 505, Lot 15) with the State of New Jersey for three (3) Acres of land, comprising part of Block 510, Lot 7.01, depicted on the Map attached to the Management Agreement as Exhibit A, immediately adjacent to the nineteen acres of land which were managed under the 2002 Lease for use as recreation fields by the public; and

WHEREAS, the attached management agreement sets forth the provisions of the exchange; and

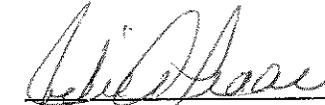
WHEREAS, Lower Township Council's approval is required to enter into the attached agreement.

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 Management Agreement attached hereto upon the passage of this resolution.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH AND WILDLIFE**

MANAGEMENT AGREEMENT

THIS AGREEMENT, made the ___ day of _____ in the year Two Thousand Sixteen (2016)

Between **THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF FISH AND WILDLIFE
501 EAST STATE STREET
P. O. BOX 400
TRENTON, NEW JERSEY 08625**

hereinafter referred to as "the Department",

And **TOWNSHIP OF LOWER, a municipal corporation of the
State of New Jersey
2600 BAYSHORE ROAD
VILLAS, NEW JERSEY 08251**

hereinafter referred to as "the Township".

WHEREAS, with funds appropriated under authority of the "Open Space Preservation Bond Act of 1989", P.L. 1989, c. 183, the Department acquired certain land hereinbelow described as the "Premises"; and

WHEREAS, the Department administers the Premises as part of the Cape Island Wildlife Management Area under authority of N.J.S.A. 23:8A-1 et seq; and

WHEREAS, previously the Department and the Township executed a lease on January 11, 2002 (the "Lease"), for the Township to lease approximately nineteen (19) acres comprising part of Block 510, Lot 7.01 on the Tax Map of the Township of Lower, County of Cape May, State of New Jersey; and

WHEREAS, the Township desired, and the Department agreed, to add approximately three (3) acres of lands, which are immediately adjacent to the nineteen acres of land which were managed by the Township under the 2002 Lease, for use as recreation fields by the public; and

WHEREAS, the Township has started the process to donate to the Department Block 505, Lot 15 on the tax map of Lower Township, Cape May County, New Jersey (20.355 acres) as an essential breeding location for the endangered Eastern tiger salamander (*Ambystoma tigrinum*); and

WHEREAS, Block 505, Lot 15 will become a part of the Cape Island Wildlife Management Area; and

WHEREAS, the Township has executed a license agreement whereby the Township is responsible for habitat management for the benefit of migratory birds in accordance with an annual plan provided by the Department on State-owned land adjacent to the Premises; and

WHEREAS, the Department has determined that the execution of an agreement for the purposes and subject to the terms and conditions herein provided is in the best interest of the public and the State of New Jersey and will not interfere with the Department's reasonably anticipated plans for development/management, operation and use of the Premises.

NOW THEREFORE, in consideration of the payment by the Township to the Department of Twenty (\$20.00) Dollars ("Rent") to be paid in advance of the Effective Date hereof, the donation of Block 505, Lot 15 (20.355 acres) by the Township, the prior execution of the license agreement, the financial investment to be made and the investment of time and expertise to be utilized by the Township in the improvement, maintenance, and operation of the Premises and implementation of the license agreement, and the aims, intent and purpose herein expressed, and the mutual covenants hereinafter made, the parties hereto agree as follows:

THAT, IN ACCORDANCE with the provisions of N.J.S.A. 23:8A-1 et seq. and N.J.S.A. 52:31-1.3a, the Department does hereby authorize the Township to manage and the Township does hereby agree to manage for the term hereinbelow provided, **ALL** that certain land consisting of approximately three (3) acres comprising part of Block 510, Lot 7.01 on the current Tax Map of the Township of Lower, County of Cape May, and State of New Jersey ("Premises"). The Premises are more fully and particularly depicted on the Map attached to and made a part hereof as Exhibit A. As Exhibit A also shows, there is an access road on the Premises that begins as a paved road connecting Route 9 to the parking lot on the Premises, but then continues as an unpaved road running along the third base line of the baseball field and then around the edge of the outfield until left field, where the road turns left, continues until the tree line near the southwest border of Block 510, Lot 7.01, then turns left through the tree line and ends at the southwest border of Block 510, Lot 7.01 (the "Access Road"). The Access Road is open to the public and shall remain so throughout the term of this Agreement.

The Department and the Township hereby mutually covenant and agree as follows:

1. TERM

A. This Agreement shall be in effect for a period of five (5) years ("Initial Term"), unless sooner terminated as hereinafter provided, commencing on the Effective Date of this Agreement which, for the purpose hereof, shall be the date on which this Agreement, after being signed by the Township, is signed by the Department. For the purposes of this Agreement, the "First Year" shall commence on the Effective Date of this Agreement and expire on December 31 of this year. Each succeeding year, if any, shall mean a period of twelve (12) consecutive months beginning on January 1 and

ending on December 31.

B. Provided that no event of default has occurred and is continuing, the Township may request that the term of this Agreement be renewed for one additional ten (10) year period (the "Renewal Term") by giving the Department written notice of the Township's request to renew together with a Development Plan as required under Paragraph 7 not less than one (1) year prior to the expiration of the Initial Term of this Agreement or the Renewal Term. The Township's right to request renewal of this Agreement shall not be construed as an option to renew. The Department reserves the right to disapprove renewal of this Agreement if the Department, in its sole discretion, determines that the Township has not satisfactorily complied with the terms and conditions of this Agreement or that continuation of this Agreement is not consistent with reasonably anticipated plans for development and/or use of the Premises by the Department. In the event that the Township's request for renewal is not submitted to the Department in writing on or before the date above provided or the Township's request for renewal is not approved by the Department on or before one hundred eighty (180) days prior to the scheduled expiration of this Agreement, said request shall be deemed to have been denied and this Agreement shall expire as herein provided. The Initial "Term" and the Renewal Term are hereinafter collectively referred to as the "Term". The Township's management of the Premises shall not extend beyond the expiration of the Term except upon execution of a new agreement.

C. The Township has begun the process of donating 20.335 acres of real estate located in Lower Township, Cape May County, New Jersey (specifically Block 505, Lot 15), to the Department through the Green Acres Program. The Township shall take all steps necessary to complete the donation of the 20.335 acres to the Department. The Township's failure to take all steps necessary to complete the donation shall be deemed a violation of the terms and conditions hereof and shall be considered a material breach allowing the Department to terminate this Agreement under Paragraph 23.

2. PURPOSE

A. The Township shall not manage the Premises for any purposes other than the development, improvement, maintenance, repair, replacement and use of athletic fields, recreation areas, playgrounds, parking lots and ancillary support facilities such as public restrooms for the advancement and enjoyment of recreational activities for the benefit of the public. Said purposes are hereinafter collectively referred to as "Activities". Only the Township signing this Agreement may manage the Premises. The Township shall not use or allow or permit others to use the Premises for any purpose or in any manner other than as expressly provided herein. No use or manner of use shall be implied from the purposes expressed herein. The Township is further prohibited from conducting or allowing any use which would in any way: (i) make void or voidable any insurance then in effect, (ii) cause damage to all or any part of the Premises, or (iii) constitute a public or private nuisance. Without limitation, the Township shall not dump or place or otherwise permit or allow any person to dump or place (a) soil or other substances or material as landfill on the Premises except as approved by the Department as part of the development, improvement and maintenance of the Premises, or (b) any trash, waste, hazardous waste or any unsightly or offensive materials on the Premises. If the Township uses or permits or allows others to use the Premises for any purpose or in any manner

other than as expressly provided herein without first obtaining the express written approval thereof by the Department, such use shall constitute grounds for termination of this Agreement.

B. If the Township ceases to actively manage the Premises for the purposes herein described, the Department may terminate this Agreement upon thirty (30) days written notice served upon the Township by certified mail, return receipt requested.

3. CONDITION OF PREMISES

The Premises are accepted by the Township in their present condition and without representation or warranty of any kind by the Department including, but not limited to, any representations or warranty of fitness for a particular purpose. The Township represents upon execution of this Agreement that it has made a physical inspection of the Premises and has found the same satisfactory for all purposes of this Agreement.

4. COSTS AND ASSESSMENTS

The Township shall, at the Township's sole cost and expense, provide all such labor, materials, supplies, equipment, professional and technical services; fire, police and emergency medical services; and perform all work necessary to develop, improve, maintain, repair, and operate the Premises for the purposes and in accordance with the terms and conditions hereof. The Township shall promptly pay when due all assessments together with interest and penalties thereon, which are assessed with respect to the Premises. Nothing in this Agreement shall be construed as creating any obligation on the part of the Department to provide any labor, materials, supplies, equipment or funds for the purposes of this Agreement.

5. ADDITIONAL RENT

The cost of the Township's compliance with this Agreement shall constitute "Additional Rent". If The Department incurs any expense including, but not limited to, reasonable attorney's fees, by reason of the breach of this Agreement by the Township or the Township's failure to perform any obligation of the Township hereunder, the Township shall be liable for payment of such expense which shall be deemed Additional Rent. Additional Rent shall be due and payable as Rent within thirty (30) days after written demand therefor by the Department. Nonpayment of Additional Rent gives the Department the right to terminate this Agreement under Paragraph 23 hereof.

6. INDEPENDENT PRINCIPAL

The Township acknowledges and accepts that it is an independent principal and is not undertaking any of the Activities on behalf of the Department and that it has no relationship with the Department in connection with this Agreement as the Department's agent, servant, employee, contractor or otherwise. The Township agrees not to enter into any agreement or commitment on the Department's behalf. The Township shall have direct supervision of all its employees, agents, volunteers, contractors and subcontractors performing any Activity on behalf of the Township under this Agreement, the Township shall assure compliance by its employees, agents, volunteers, contractors and

subcontractors with the terms and conditions of this Agreement.

7. DEVELOPMENT PLAN

The Department's execution of this Agreement constitutes approval of the Township's comprehensive development plan ("Development Plan"), which is acknowledged to have been provided to the Department by the Township with this Agreement. The Development Plan provides for the development, improvement and use of the Premises during the first ten (10) year period of the Initial Term. If the Township elects to request that this Agreement be renewed by the Department as provided in Paragraph 1B hereof, the Township shall, as part of the Township's request, submit an updated Development Plan to the Department for the Renewal Term. The Development Plan shall include: (i) a comprehensive description of the Township's goals and objectives in the development, improvement and operation of the Premises; and (ii) a comprehensive description of improvements to be constructed; and (iii) a proposed schedule for the commencement and completion of the improvements. The Department shall approve the Development Plan provided that the Department determines that said Plan is consistent with the purpose of this Agreement as provided in Paragraph 2A hereof and with the rights, obligations and responsibilities of the Department and the Township under this Agreement. As approved by the Department, the Development Plan shall be incorporated in and made a part of this Agreement by reference. The Township shall not modify, change deviate therefrom without first obtaining the Department's express written approval thereof.

8. IMPROVEMENTS

A. The Township shall not enter any contract for or commence any construction renovation, or the re-construction of any field, building, structure, utility system, parking lot, or any change in the natural condition of the Premises (collectively "Improvement") without first submitting design plans and specifications therefor to the Department and obtaining the Department's written approval thereof. The Department's failure to respond to the Township's request for approval within sixty (60) days from the Department's receipt of the design plan shall be deemed an approval of the proposed Improvement as described in the design plan. For the purposes of this Agreement, construction shall be deemed to commence when the Township begins grading or excavation on the Premises or, if same is not necessary, any on-site preparation for construction or installation of the Improvement. The plan shall include, but not be limited to: the preliminary drawings and outline specifications in a form to be submitted for the purpose of obtaining building permits and other approvals, description of the Township's intended use of the proposed Improvement, schedule for the commencement and completion of the Improvement, and such information that the Department may reasonably require to determine whether to approve the proposed improvement under the criteria described below. The Department's approval shall be based upon the Department's determination that the intended use and character of the proposed Improvement is consistent with the approved Development Plan and the purposes of this Agreement. The Department reserves the right to require that any Improvement erected on the Premises shall be designed and constructed in such manner that it may be removed with minimum damage to the Premises. As approved by the Department in writing, said design plan shall become a part of this Agreement by reference and the Township shall

not modify or deviate from said approved plan without first obtaining the Department's express written approval.

B. All plans and specifications required to be submitted to the Department by the Township pursuant to this paragraph are submitted for the purpose of assisting The Department through the Division of Fish and Wildlife in determining whether to approve the proposed Improvement under Paragraph 8A. The Department's approval of any such plan shall not be construed to relieve the Township of its responsibility to obtain and maintain all permits and approvals now or subsequently required by federal or State authorities for the construction and use of the Improvement. The Township shall, prior to the commencement of any Improvement, apply to and obtain all federal, State and other permits and approvals required for construction of the proposed Improvement. Prior to commencement of construction, the Township shall provide the Department with satisfactory written evidence that the Township has obtained all required permits and approvals. Upon the issuance of all required building permits and other permits and approvals, the Township shall commence and diligently prosecute the improvement by one or more general contractors and/or subcontractors. All construction shall be done in a good and workmanlike manner, in accordance with the approved plan and requisite building and other permits and, approvals, and in compliance with all federal and State laws and ordinances orders affecting the Improvements and the use thereof. All construction shall comply with the New Jersey Uniform Construction Code, N.J.A.C. 5:23-1 et seq., with the New Jersey Barrier Free Subcode, N.J.A.C. 5:23-7 et seq., the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151, et seq., and the Americans With Disabilities Act of 1990, 42 U.S.C.A. 12101 now in effect and as same may be subsequently amended, revised or supplemented from time to time.

C. The Department reserves the right to approve the location, type of structure and/or physical alteration involved in any Improvement and to require that Improvements be constructed or placed in such a manner that they may be removed with minimum damage to the Premises.

D. Approval by the Department of design plans, specifications, and reports submitted by the Township in accordance with this Agreement shall not in any way relieve the Township of responsibility for the technical accuracy thereof. The Township is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, and reports furnished under this Agreement. The Township shall, at its sole cost and expense, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, and reports. Approval or acceptance thereof by the Department shall not be construed as a waiver of any rights of the Department under this Agreement or any cause for action arising out of the performance of this Agreement.

E. The Township may enter into contracts for the construction of any improvement provided that in no such event shall the Township's obligations under this Agreement be deemed to be diminished thereby. Nothing contained in the contract shall be construed as creating any contractual relationship between any contractor, subcontractor and the Department.

F. The Township shall, at its sole cost and expense, provide all necessary

construction management for each Improvement.

G. The Township shall, prior to the commencement of construction, deliver to the Department certificates of insurance showing that the Township and/or its contractors and subcontractors have obtained the following insurance coverage during the period of construction:

(i) Completed Value Builder's Risk insurance with standard fire and extended coverage and, to the extent that insurance against any additional risk is obtainable at standard rates, "all-risk" extended coverage endorsement;

(ii) Contingent Liability and Comprehensive General Public Liability insurance with a Contractual Liability endorsement (including insurance with respect to owned or operated motor vehicles) with aggregate limits of not less than One Million (\$1,000,000) Dollars with respect to bodily injury, death or property damage for anyone accident; and

(iii) Worker's Compensation and Employer's Liability insurance in accordance with the requirements of the Workers' Compensation Law of the State of New Jersey.

The insurance policies described in (i) and (ii) above shall name the Department as an additional insured. The Department reserves the right to require such other insurance and in such amounts as may from time to time be reasonably required by the Department against other insurable risks which at the time are commonly insured against in the case of premises similarly situated with due regard to the type of Improvement and work to be performed. The Department further reserves the right to increase the limits of the insurance policies.

H. All Improvements undertaken or made without the Department's written approval and/or for which the Township cannot document to the satisfaction of the Department that the Improvement was completed in accordance with the requirements of all governmental authorities having jurisdiction shall be removed by the Township on the Department's demand. The Township shall, at the Township's sole cost and expense, repair any damage to the Premises and/or other State-owned property not included in the description of the Premises caused by the Township's construction and/or removal of any such Improvement.

9. TITLE TO IMPROVEMENTS

A. All Improvements constructed or installed on the Premises by the Township shall, upon completion in accordance with the approved plans therefor and the requirements of public authorities having jurisdiction thereof, remain the property of the Township and shall be maintained and operated by the Township for the purposes of and in accordance with the terms and conditions of this Agreement to the same extent as though said Improvement is part of the Premises.

B. Upon completion of any Improvement project, the Township shall, as a

condition precedent to the Township's management and use thereof, deliver to the Department: (i) copies of such permanent certificates of occupancy as shall be necessary for the management and use thereof; and (ii) copies of final and complete waivers by the Township's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against any part of the Improvement or any work performed.

10. MAINTENANCE AND UTILITIES

A. The Township shall, at the Township's sole cost and expense, be completely responsible for the maintenance and repair of the Premises and Improvements. The Department shall not be required to maintain or repair the Premises and Improvements.

B. The Township shall keep and maintain the Premises and Improvements in good repair and condition and shall promptly make all structural, nonstructural, ordinary and extraordinary repairs of every kind required to be made upon or in connection with the Premises and Improvements or any part thereof in order to keep and maintain the Premises and Improvements in good repair and condition in accordance with the State Construction Code now and as subsequently in effect.

C. The Township shall keep and maintain the Premises and Improvements well maintained in-a neat, clean and sanitary condition. The Township shall keep the Premises and Improvements free of trash, the grass mowed, all trees and shrubbery trimmed, and all sidewalks, walkways, roadways and parking lots clear of snow and debris. The Township shall be responsible for all repairs and replacement of the road and parking lot surface.

D. The Township shall be completely responsible for payment of costs for the installation, repair or replacement of all utility systems servicing the Premises and Improvements. As Additional Rent, the Township shall pay the cost of all utility service to the Premises. The whole amount of said utility cost shall be paid prior to the expiration or termination of this Agreement. If the full amount of said cost is not paid prior to the expiration or termination of this Agreement, the payment thereof shall remain a continuing obligation of the Township thereafter.

E. If the Township, after receipt of a written notice from the Department describing the Township's failure to comply with the Township's obligations under this paragraph, fails to commence and substantially correct the conditions within sixty (60) days following the Township's receipt of said notice, the Department may terminate or suspend this Agreement or enter upon the Premises and perform such work as the Department determines is necessary to correct said conditions. The Township shall reimburse all of the costs and expenses incurred by the Department in performing such work.

11. COMPLIANCE WITH LAWS, LICENSES, PERMITS AND INSURANCE

A. The Township shall obtain and maintain all licenses, permits and approvals required by federal or State authorities for the conduct of the Township's Activities on the Premises. The Department agrees to fully cooperate with the Township

in obtaining same. The Township shall provide the Department with satisfactory written evidence that all such licenses, permits and approvals have been obtained prior to commencement of the conduct of the Township's Activities.

B. The Township shall comply in the conduct of all Activities on the Premises and cause the Premises to comply with all federal and State laws, ordinances, rules and orders affecting the Premises and the Township's Activities.

C. The Township shall comply with the requirements of all policies of insurance required by this Agreement which at any time may be in force with respect to the Premises.

D. If the Township is issued:

(i) a notice of failure to comply with any policy of insurance required by this Agreement;

(ii) a summons or any notice of violation of any license, permit, certification, authorization, approval or any other similar instruments required by any governmental authority having jurisdiction necessary to improve, maintain and operate the Premises; or

(iii) a summons or any notice of violation of any federal or State law, ordinance, rule or order affecting the Premises or the conduct of any Activity thereon by the Township,

the Township shall immediately forward a copy of the notice or summons to the Department and the Township shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof approved by the issuing agency, it shall be deemed a material breach of this Agreement and the Department may, under Paragraph 22 hereof direct the Township to suspend the Township's conduct of Activities on all or the affected portion of the Premises and/or terminate this Agreement under Paragraph 23 hereof. The Township shall indemnify, defend and hold harmless the Department against all liability, claims, losses or payments of any kind arising from the Township's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval or any applicable federal or State law, ordinance, rule or order.

12. ACCESS TO PREMISES

A. The Department, its employees, agents and contractors, shall have the right of ingress and egress on, over and across the Premises for access to adjoining State owned property not included in the description of the Premises.

B. The Department and/or an authorized representative of the Department shall have the right to enter upon the Premises and any Improvements thereon to evaluate the Township's operation thereof and take such action as the Department may deem appropriate to assure compliance by the Township with the terms and conditions of this Agreement and/or to correct any condition resulting from the Township's failure or

omission to comply with this Agreement.

C. The Department shall exercise its rights under this paragraph in such manner so as not to damage the Township's property or unreasonably interfere with the Township's Activities in light of the nature and extent of the Department's activities necessary to assure the Township's compliance with this Agreement.

13. NO INTERFERENCE WITH WILDLIFE MANAGEMENT AREA

The Township shall conduct all Activities on the Premises and any adjoining State-owned property comprising part of the Wildlife Management Area that may be affected thereby in a manner that shall not unreasonably (in light of the nature of the Activities) interfere with, impair or prevent the Department's development, improvement, maintenance, and use of the Wildlife Management Area and the safe use and enjoyment thereof by the public or any licensee of the Department. The Township shall coordinate with the Department all Activities which could adversely interfere with, impair or prevent the Department's development, maintenance and operation of the Wildlife Management Area and the safe use and enjoyment thereof by the public or any licensee of the Department and shall implement all measures reasonably required by the Department to minimize such effects.

14. SIGNS

Except for signs directly related to and necessary for the conduct of the Township's Activities, the Township shall not post or permit or otherwise allow others to post temporary or permanent signs of any description on or about the Premises and Improvements without first obtaining the express written approval thereof by the Department.

15. PROMOTION

The Township shall in all promotion and advertisement of the Premises and Improvements or any scheduled events at or pertaining thereto, provide that the Premises is administered by the State of New Jersey, Department of Environmental Protection, Division of Fish and Wildlife.

16. SECURITY

The Township shall, at its sole cost and expense, be completely responsible for all security of the Premises and any Improvement thereon against burglary, fire, theft, vandalism and unauthorized entry. The Department has no obligation to the Township for security of the Premises and any Improvement thereon and shall not be responsible to the Township, its agents, employees, contractors or invitees for personal injury, death, and/or loss, damage or destruction of improvements, supplies, equipment or personal property on the Premises.

17. DAMAGE – CASUALTY

A. The Township shall, at the Township's sole cost and expense, repair any

damage caused by the Township, its employees, agents, contractors or invitees to the Premises or Improvements or to any adjacent State-owned property not included in the description' of the Premises. In the event that the Township fails to make such repairs after written demand by the Department and within the period prescribed by the Department in said demand, the Department may, at its option, elect to make said repairs and/or terminate this Agreement. All costs incurred by the Department in making repairs shall be paid by the Township to the Department within ninety (90) days after written demand therefor by the Department.

B. In the event of damage to or destruction of the Premises or any Improvement in whole or in part by fire, explosion, the elements or other casualty, the Township shall as soon as possible after the Township has knowledge of such damage or destruction notify the Department thereof. The Department may, in its sole discretion declare this Agreement null and void from the date such damage or destruction or allow the Township a reasonable opportunity to cause such damage or destruction to be repaired at the Township's sole cost and expense. The Department shall not be liable to the Township for any loss occasioned by the damage to or destruction of the Premises or the Department's declaration that this Agreement is null and void as a result thereof.

C. All repairs by the Township of damage to the Premises, Improvements or other State-owned property shall restore the affected property to the appearance, condition, and utility of said property' immediately prior to the damage or destruction. All repairs shall be completed in accordance with plans and specifications submitted to and approved by the Department under Paragraph 8 hereof to the same extent as though said repair is an Improvement.

D. This Agreement shall not be construed to require or obligate the Department to cause any damage to or destruction of the Premises or Improvements to be repaired for the benefit of the Township. The Department shall not be liable to the Township for any loss occasioned by the damage to or destruction of the Premises and/or the Department's declaration that this Agreement is null and void.

18. INDEMNIFICATION

A. The Township, for itself, its successors and assigns, shall assume all risks and liabilities arising out of the improvement and maintenance of the Premises, the Township's management and use of the Premises, and any failure to comply with the terms and conditions of this Agreement, except if and to the extent that such liability is caused as the direct result of the negligent act of the Department, its agents, servants and/or employees for which the Department would be liable under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Township covenants to defend, protect, indemnify and save harmless the Department and each and everyone of its officers, agents, employees, successors and assigns and hereby releases the Department and each and every of its officers, agents, employees, successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments which may in any manner arise out of, be occasioned by, or result from the management and use of the Premises by the Township, its officers, agents, employees, volunteers, contractors or invitees. The obligations

assumed by the Township under this paragraph shall not constitute a waiver by the Township of the immunity provided by the New Jersey Tort Claims Act.

B. The Township agrees to have its contractors defend, indemnify, protect and save harmless The Department and release the Township and the Department and their officials and employees from and against any and all suits, claims, demands or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error or omission of the contractor, its agents, subcontractors, servants and employees in the performance of any work on the Premises or Improvements.

C. The Department and the Township shall, immediately after a claim has been made against either of them, give written notice thereof to the other along with full and complete particulars of the claim. If a suit is brought against the Department or the Township or any of their agents, servants and/or employees, the Department or the Township shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other document related to said claim which is received by or then in their possession or the possession of their representatives.

D. It is expressly agreed and understood that: (i) any approval by the Department of the work performed and/or reports, plans and specifications provided by the Township shall not operate to limit the obligations of the Township assumed under this Agreement; (ii) the Township's liability under this paragraph shall continue after the termination or expiration of this Agreement; (iii) the Township's indemnification obligations hereunder are not limited to the proceeds received from the insurance coverage obtained by the Township and/or its contractors under this Agreement; and (iv) the provisions of this indemnification clause shall in no way limit the obligations assumed by the Township under this Agreement, nor shall they be construed to relieve the Township from any liability or to preclude The Department from taking any other actions available to it under any provisions of this Agreement or at law.

19. INSURANCE

A. The Township shall, at its sole cost and expense, obtain and maintain at all times during the Term of this Agreement insurance coverage of the types and in the amounts hereinafter provided:

(i) commercial general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limit the breadth of coverage including protection and indemnity, the Township owned or operated motor vehicles, broad form contractual liability, and broad form property damage endorsements against claims for bodily injury, death or property damage occurring on, in or about the Premises or in any manner growing out of or connected with any Activity on the Premises conducted by the Township, its agents, employees, volunteers, contractors and/or invitees. Limits of liability shall not be less than One Million (\$1,000,000) Dollars per occurrence for bodily injury liability and for property damage liability combined single limit;

(ii) fire and extended coverage insurance covering the Premises and Improvements thereon against fire or damage by fire or otherwise, in an amount not less than 100% of the full replacement cost of all Improvements on the Premises;

(iii) property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft and damage on the contents owned by the Township and located in structures on the Premises. Said insurance shall be in an amount not less than the full value of such contents. The value of the contents shall be determined by the Township using whatever procedures the Township considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against either the Department or the Township in connection with any loss or damage covered by the policy;

(iv) workers' compensation and employers' liability insurance applicable pursuant to the Laws of the State of New Jersey; and

(v) such other insurance and in such amounts as may from time to time be reasonably required by the Department against other insurable risks which at the time are commonly insured against in the case of Improvements and premises similarly situated with due regard to the type of Improvements and the type of use and operations to be conducted by the Township under this Agreement.

B. All insurance coverage required to be maintained by the Township in accordance with this Agreement shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured. Coverage provided to the Township through the Atlantic-Cape May Joint Insurance Fund and the Municipal Excess Liability Fund is acceptable to the Department.

C. When the Township returns this Agreement, signed by the Township, to the Department for signature, the Township shall provide the Department with a certificate of insurance evidencing that the Township has obtained all insurance required under this paragraph. Failure to provide a certificate of insurance at the time of the Township's execution of this Agreement shall render this Agreement null and void. The certificate of insurance shall provide for thirty (30) days notice, in writing, to the Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Agreement. The Township shall also provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies so that the Department is continuously in possession of current documentation that the Township has obtained and is maintaining in full force and effect all insurance required under this paragraph. The Township shall also, upon request, provide the Department with copies of each policy required under this Agreement certified by the agency or underwriter to be true copies of the policies provided by the Township. The Township shall deliver the certificates to the Department's address set forth in Paragraph 30 hereof.

D. If the Township fails or refuses to renew any of its insurance policies or if the Township fails or refuses to provide the Department with timely certificates of

insurance showing that the Township is maintaining insurance coverage in full force and effect to the extent required by this Agreement or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, or the Township fails or refuses to provide the Department with current certificates of insurance showing that its contractors have obtained insurance coverage in accordance with the requirements of this Agreement, the Department shall, in accordance with Paragraph 22 hereof, immediately direct the Township to suspend all of the Township's management of the Premises and/or terminate this Agreement under Paragraph 23 hereof.

E. The limits of the insurance policies described herein shall be reviewed by the Department and the Township every five (5) years and the Township shall increase the limits of said policies to meet changed circumstances including but not limited to changes in the United States Consumer Price Index and changes caused by the course of plaintiff's verdicts in personal injury actions.

20. REPORT OF INJURY

Any injury which shall occur on the Premises to the Township, its employees, volunteers, servants, agents, contractors or invitees requiring medical intervention of which the Township shall be notified, shall be reported by the Township to the Department in writing within twenty-four (24) hours of the incident.

21. ASSIGNMENT AND SUBLEASE

The Township shall not sublease the whole or any part of the Premises or assign or transfer this Agreement or the Township's responsibilities under this Agreement. Any assignment or sublease shall be null and void and shall, in the discretion of the Department, constitute grounds for termination of this Agreement.

22. SUSPENSION OF OPERATION

The Township shall, at the direction of the Department, immediately suspend, delay or interrupt all or any part of its activities on the Premises as the Department determines to be appropriate. Any suspension shall be effective immediately upon notification of the Township by the Department. The primary reasons for issuance of such an order will be; (i) failure by the Township to comply with any of the obligations and responsibilities on its part to be performed under this Agreement; and/or (ii) any reason including, but not limited to, the occurrence of hazardous work conditions, emergency conditions, unusually violent weather conditions or the threat thereof, or any other reason where continuation of activities by the Township may detrimentally impact State owned property and/or the health and safety of the public or persons on site. Any suspension under item (i) above shall be in effect until the Township resolves, to the satisfaction of the Department, its failure to comply with any of the obligations and responsibilities on its part to be performed under this Agreement. The Township's failure to comply shall be described in the notice. If the Township fails to satisfactorily resolve its failure to comply within fifteen (15) days from the date of notification, the Department may terminate this Agreement. Any suspension shall be effective under (ii) above until the reason for suspension no longer exists. The Township hereby waives any claim for damages or compensation as a result of the Department's action under this paragraph. The

Department's rights under this paragraph shall be in addition to any other right or remedy available to the Department under this Agreement or otherwise at law.

23. TERMINATION

A. The Township shall comply and shall assure compliance by its employees, agents, volunteers, contractors and subcontractors with the terms and conditions of this Agreement. Failure to comply or to assure such compliance and/or the existence of any condition which the Department determines to be in violation of the terms and conditions hereof shall be considered to be a material breach in which event the Department may terminate this Agreement as follows:

(i) the Township's failure to: (a) pay when due any Additional Rent or other sums required to be paid by the Township hereunder; (b) obtain and maintain all the insurance coverage on its part to be obtained and maintained under this Agreement or to provide the Department with certificates of insurance documenting that the Township has obtained and is maintaining such insurance coverage; or (c) provide the Department, when requested by the Department, with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Agreement, and a continuation of such failure under (a), (b) or (c) above for a period of ten (10) days after the Township's receipt of written notice thereof from the Department served by Certified Mail, Return Receipt Requested. If such violation is not cured within said ten (10) day period, termination shall, in the discretion of the Department, be effective at the conclusion thereof; or

(ii) the Township's failure to perform and/or comply with any of the other covenants, agreements and conditions herein contained. The Township's failure to perform its obligations under the separately executed license for habitat management for the benefit of migratory birds shall be cause for termination of this Agreement. Upon receipt of a written notice of termination for violation served by Certified Mail Return Receipt Requested, the Township shall have thirty (30) days to begin to cure such violations as the Department shall describe therein and an additional thirty (30) days to substantially cure said violations. If the violations are not substantially cured within said sixty (60) day period, termination shall, in the discretion of the Department, be effective at the conclusion thereof. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the notice period, then such default shall not be deemed to continue so long as the Township, after receiving such notice, proceeds to remedy the default as soon as reasonably possible within the notice period and continues to diligently take all steps necessary to complete such remedy within a reasonable period of time.

B. The Township shall have the right to terminate this Agreement upon ninety (90) days written notice served upon the Department by Certified Mail Return Receipt Requested.

C. Termination of this Agreement by either party shall not release or

discharge any payment, obligation or liability owed to the other party under the terms and conditions of this Agreement as of the date of such termination.

24. END OF TERM

Upon the expiration, termination or declaration that this Agreement is null and void ("End of Term"), The Township shall:

(i) immediately cease all management and use of the Premises and turn over the management and use of the Premises to the Department in at least as good condition as it was delivered at the commencement of this Agreement. The Department may at once re-enter and remove any and all persons using the Premises;

(ii) the Township shall, at the Township's sole cost and expense, remove all Improvements and personal property lawfully belonging to and removable by the Township within the time prescribed in any notice of termination or before the scheduled expiration of this Agreement. If the Township fails to remove such Improvements or personal property, the Department may appropriate the same to its own use without allowing any compensation therefor or may remove the same at the expense of the Township. If the Township removes any Improvements or personal property, the Township hereby covenants to repair any and all damage which may be caused to the Premises by said removal; and

(iii) pay to the Department without demand or notice the sum of (a) all Rent, Additional Rent and other payments accrued to the date of the End of Term; and (b) the cost of making all restoration, renovation, improvement and repairs required to be made by the Township hereunder, and of performing all covenants of the Township relating to the conditions of the Premises during the Term and upon expiration or termination of this Agreement, such cost to be deemed prima facie to be the cost actually expended or incurred thereafter by the Department.

25. LIENS OR ENCUMBRANCES

The Township shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the interest of the Department in the Premises. If the Township should cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Premises or the buildings thereon or labor performed or material furnished therein, thereon or thereto, neither the Department nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor and material shall be made, furnished and performed at the Township's expense and the Township shall be solely and wholly responsible to the contractors, laborers and materialmen furnishing and performing such labor and material. If any mechanic's or other lien, charge or order for the payment of money shall be filed against the Premises or against the Department (whether or not such lien, charge or order is valid or enforceable as such), the Township shall, at its own cost and expense, cause the same

to be canceled and discharged of record within ten (10) days after notice from the Department of the filing thereof, and the Township shall indemnify and save harmless the Department against and from all costs, expenses, claims and demands, including reasonable counsel fees resulting therefrom. The Township shall, upon completion of any improvements, provide the Department with a signed copy of any and all liens indicating that all contractors have been paid and all liens have been discharged.

26. NO DISCRIMINATION

A. The Township shall not discriminate against any persons or applicant for employment because of age, national origin, race, creed, color, disability, sex or sexual preference. This provision shall include, but not be limited to, the following: membership, employment, upgrading, demotion, transfer, recruitment, recruitment advertising, rates of pay or other forms of compensation, and selection for training including apprenticeship.

B. The Township shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex or sexual preference in allowing the public access to and use of the Premises and/or any activity thereon.

27. AMERICANS WITH DISABILITIES ACT

The Township shall make all facilities and programs accessible to the disabled in compliance with the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151 et seq., Title VI Civil Rights Act, Section 504, Americans With Disabilities Act, 42 U.S.C.A. 12101 et seq., and the New Jersey Barrier Free Subcode, N.J.A.C. 5:23-7 et seq., all as now in effect and subsequently amended.

28. SOLICITATION

The Township warrants that no person has been employed directly or indirectly to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15 and that N.J.S.A. 52:34-19 relating to the procurement and performance of this Agreement has not been violated by any conduct of the Township including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity or consideration of any kind to any State employee, officer or official.

29. SUPERSEDES - ENTIRE AGREEMENT - AMENDMENTS

This Agreement supersedes and cancels all prior leases and agreements between the State of New Jersey and the Township covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements and understandings are merged herein. This Agreement may be amended, supplemented, changed, modified or altered only upon mutual agreement of the parties hereto in writing.

30. NOTICES

All submissions, approvals, and notices required under this Agreement shall be forwarded by certified mail, return receipt requested and addressed as follows:

TO THE DEPARTMENT:
Department of Environmental Protection
Division of Fish and Wildlife
Office of the Director
501 East State Street
P.O. Box 400
Trenton, New Jersey 08625

TO THE TOWNSHIP:
Township of Lower
Township Administrator
2600 Bayshore Road Villas
New Jersey 08251

Either party may change such address by mailing to the address above a notice of the change at least ten (10) days prior to such change.

31. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW

A. Failure of either party to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time express or implied of breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on anyone occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion.

B. Any and all rights and remedies which either party may have under this Agreement or by operation of law, either at law or in equity, by reason of a breach by the other party shall be distinct, separate and cumulative and shall not be deemed inconsistent with any other right or remedy and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Agreement with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

C. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

32. SUCCESSION AND BINDING EFFECT

All of the terms and conditions of this Agreement shall be binding upon and shall inure the benefit of the successors and assigns of the Department and the Township.

33. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Agreement and no person, firm or

entity, not a party to this Agreement, shall be entitled to claim any right, benefit or presumption from, or estoppel by, this Agreement.

34. RESOLUTION

The Township Council of the Township of Lower shall adopt a resolution authorizing the execution of this Agreement by the Township for the purpose and subject to the terms and conditions herein provided. When the Township returns this Agreement, signed by the Township, to the Department for signature, a certified copy of said resolution shall be attached to this Agreement as Exhibit B. Failure to adopt and return a certified copy a resolution to the Department shall render this Agreement null and void.

35. NEGOTIATED DOCUMENT

Each and every provision of this Agreement has been independently, separately and freely negotiated by the parties as if this Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, any party as the drafter hereof.

36. HEADINGS

The paragraph headings throughout this Agreement are for convenience and reference only and shall not be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

IN WITNESS WHEREOF, the Department and the Township have duly executed this Agreement on the date hereinbelow set forth.

WITNESS:

THE DEPARTMENT:
STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

By: _____
Rich Boornazian, Assistant Commissioner
Natural and Historic Resources

Date: _____

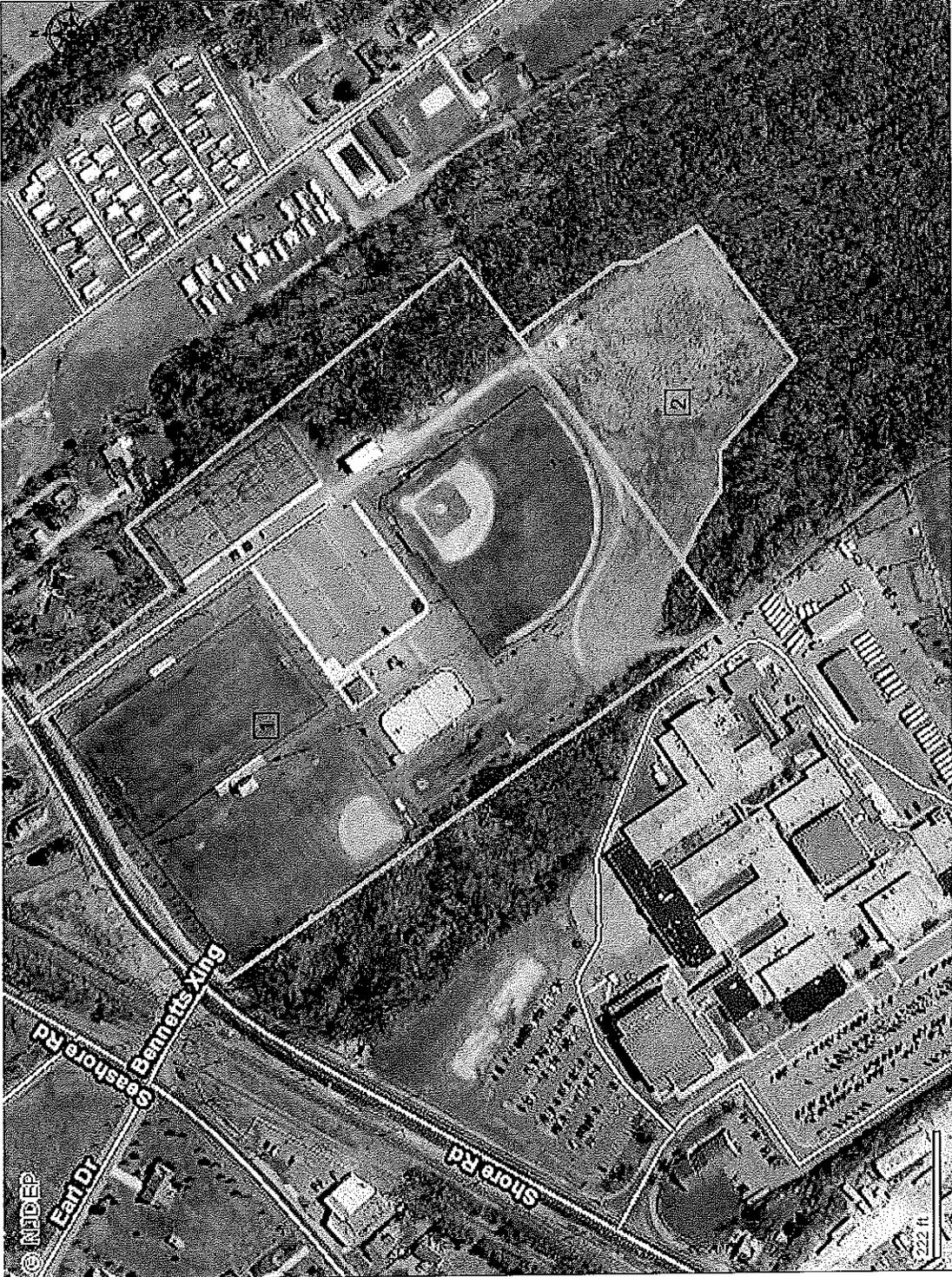
ATTEST:


Township Clerk

THE TOWNSHIP:
TOWNSHIP OF LOWER

By: 
Michael Beck, Mayor

Freeman Douglass Jr. Park
 Current and Proposed Lease Areas



Legend

- GeoWeb
 Roads NJ (Centerlines) (1:4999 to 1:999 scale)
 Counties
 Mid-Atlantic States
 New Jersey
 Other Mid-Atlantic States

Results

- 1 polygon
- 2 polygon

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

RESOLUTION #2016-135

TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO HATCH MOTT MACDONALD FOR AN ENGINEER SURVEY AND SIMPLE SUB-DIVISION OF TOWNSHIP PROPERTY LOCATED IN DIAMOND BEACH BLOCK 703, LOTS 1.01,1-7,30-32,30.01,31.01 & 32.01

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

WHEREAS, Hatch, Mott MacDonald has provided a proposal for an Engineer Survey and Simple Sub-Division of Township Property located in Diamond Beach, Block 703, Lots 1.01,1-7,30-32,30.01,31.01 & 32.01; and

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

Account: C-04-55-414-910

Signature 
Lauren Read, CFO

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

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$5,875.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.

Julie A Picard, Township Clerk



**Hatch Mott
MacDonald**

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

April 15, 2016
Via Email at manager@townshipoflower.org & 1st Class Mail

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

**RE: Professional Surveying Services Proposal
Block 703, Lots 1.01, 1-7, 30-32, 30.01, 31.01 & 32.01
Lower Township, Cape May County
HMM No. 371421**

Dear Mr. Ridgway:

Hatch Mott MacDonald (HMM) is pleased to submit this proposal to provide professional surveying services for the above referenced property. It is our understanding that the Township is interested in "carving" out a portion of the above referenced Township-owned property and conveying it to another party.

Prior to completing the property transaction, an outbound survey of the above properties will need to be completed as well as the recordation of a deed which creates the property that is designated to be conveyed.

HMM proposes the following scope of services:

- Establish survey control for the site utilizing Continuously Operating Reference Stations (CORS). The Horizontal Datum will be NAD83. No vertical datum is required for this survey.
- Perform an outbound survey of Block 703, Lots 1.01, 1-7, 30-32, 30.01, 31.01 & 32.01 for the preparation of a plan of survey. The Professional Land Surveying work for this project will include: surveying crew time for the reconnaissance and location of the real property evidence and Licensed Land Surveyor time to review the horizontal evidence recovered and compare said evidence to the public record, in order to compute the retraced location of the boundaries of the parcels.

This survey will be performed for the purposes of transferring a portion of the above referenced properties (owned by the Township) to another party.

- Acquire right-of-way information for Seaview and Rochester Avenues.



- It is our understanding that the Township will provide the current deeds of record for the subject parcels as well as the adjoining parcels and any applicable filed maps.
- Prepare a "Plan of Survey" for the properties. Upon completion of the survey HMM will provide two (2) copies of the Plan of Survey to the owner. At your earliest convenience, please provide HMM with the following information, if available:
 - **The parties to whom we will be certifying the plan of survey;**
 - **Copies of any title reports or title information that exists for the property;**
 - **Information regarding any known title issues (i.e. survey overlaps, gores, etc.)**

The plan of survey will be prepared using AutoCAD 2013 incorporating the above information on a 24" x 36" (D Size) drawing and will include the following:

1. Metes and Bounds of the outbounds of the properties in question;
 2. Encroachments of structures both on the premises in question and/or adjoining properties; and
 3. Fences, tree rows, hedges, streams, ditches, building locations, easements and any physical occupation that influence the property line determination only.
- Prepare a "Map to Accompany Deed" showing the proposed location of the subdivision line as provided by the Township. It is our understanding that the proposed subdivision will be effected through the recording of a deed (prepared by others) rather than a filed map. In addition to the preparation of a Map, HMM will prepare a legal description for the two new lots to be created and provide it to the Township's attorney for his preparation of the deed(s) to be recorded.
 - All subdivision of land within Cape May County shall be submitted to the County Planning Board for review and/or approval. We will prepare the required application and forward to the Township's attorney for his review and subsequent submittal to the County.

We propose to complete the scope of work outlined above for the lump sum amount of **\$5,875**. This lump sum cost is based on the following:

- Since the Township is modifying properties that they currently own they have indicated that they do not need all of the property corners to be set as provided in N.J.A.C. 13:40-5.2. As such the cost to set monumentation at all corners has not been included in the above cost. We will provide monumentation as required at the proposed subdivision line. Should the Township authorize HMM to perform the survey without setting all of the corners a "Waiver and Direction Not to Set Corners" (forwarded under separate cover) will need to be executed by the Township.



Hatch Mott
MacDonald

- The lump sum cost, as outlined above, does not include the research or resolution of any title issues (i.e. survey overlaps, gores, etc.) that may arise based on conflicting deeds and monumentation discovered during the performance of the field work or preparation of the lot survey.

Contract: Hatch Mott MacDonald will perform this work under our "Agreement for Professional Engineering Services" with the Township of Lower dated January 4, 2016.

Invoicing: Compensation for this project shall be on a lump sum basis and the Township shall be invoiced monthly on a percent complete basis.

We thank you for the opportunity to provide this Scope of Work and Cost Proposal for the above referenced properties. Should you have any questions regarding the above information or should you wish to discuss this proposal in more detail, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read "Mark R. Sray".

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

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

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

RESOLUTION #2016-136

TITLE: A RESOLUTION OF THE TOWNSHIP OF LOWER APROVING A TRI-PARTY ALLOCATION CATEGORY AGREEMENT BETWEEN THE TOWNSHIP OF LOWER, CAPE REGIONAL HOLDINGS, LLC, AND TD BANK FOR SITE IMPROVEMENTS ON BLOCK 629, LOTS 130-159 & BLOCK 630, LOTS 168.01-173

WHEREAS, the Planning Board of the Township of Lower (the "Planning Board") has required that Cape Regional Holdings, LLC (the "Developer") complete certain on site and off site improvements to Block 629 Lots 130-159 and Block 630, Lots 168.01-173 approved by the Planning Board; and

WHEREAS, to assure that the Developer completes such improvements, the Township has required the establishment of an Allocation Category Agreement with sufficient funds to complete such improvements (the "Tri-Party Agreement"); and

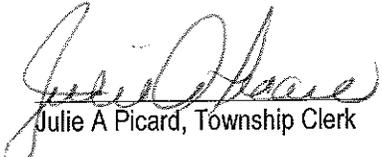
WHEREAS, the Tri-Party Agreement requires the Developer to set aside funds with TD Bank in the amount of SIX HUNDRED NINE THOUSAND, SEVEN HUNDRED FORTY SEVEN DOLLARS AND NINETY CENTS (\$609,747.90) to fund timely payment of costs incurred to construct the improvements.

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 Tri-Party Allocation Category Agreement between Lower Township, Cape Regional Holdings, LLC and TD Bank in the form attached hereto as Exhibit A is hereby approved.
2. The Mayor and Clerk are hereby authorized and directed to execute the Tri-Party Allocation Category Agreement on behalf of the Township of Lower, and to take any and all other actions necessary to effectuate the purposes thereof.

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 18, 2016.


Julie A Picard, Township Clerk

ESCROW AGREEMENT

This Agreement is made on this _____ day of 2016.

BY AND BETWEEN

CAPE REGIONAL HOLDINGS, LLC
2 Stone Harbor Boulevard
Cape May Court House, New Jersey 08210

Hereinafter called "Developer"
And

TD BANK, N.A.

Hereinafter called "TD Bank, as Escrow Agent"
And

THE TOWNSHIP OF LOWER
A Public Body Politic and Corporate
Of the State of New Jersey
2600 Bayshore Road
Villas, New Jersey 08251

Hereinafter called "Township"

WITNESSETH THAT

WHEREAS, the Developer has acquired a certain parcel of land situate in Lower Township, New Jersey, known and designated at Lots 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140.01, 140.02, 141, 142, 143, 144, 145, 146, 154, 155, 156, 157, 158 and 159 in Block 629, and Lots 168.01, 168.02, 169, 170, 171, 172 and 173 in Block 630 as shown on the current tax map of Lower Township, New Jersey, (the "Property"); and

WHEREAS, the Developer has received certain permits and approvals for the development upon the Property of the project, contemplated to include construction of an approximately 7,000 square foot professional (medical) office building, along with accessory parking, landscaping, signage, storm water management facilities, and related site improvements (the "Project"); and

WHEREAS, the Lower Township Zoning Board of Adjustment granted use variance and major site plan approvals with associated bulk variances and waivers for the development of the Project (the "Approvals").

WHEREAS, as a condition of the granting of the Approvals, the Lower Township Zoning Board of Adjustment has required that the Developer complete certain on-site and off-site improvements, as more particularly described hereinafter, and, to assure that the Developer completes such improvements, the Township has required the establishment of a certain Allocation Category with sufficient funds to complete such improvements ("Allocation Category"), which is more particularly described hereinafter; and

WHEREAS, TD Bank, as Escrow Agent and the Developer have agreed to establish and fund the Allocation Category upon the terms and conditions set forth herein:

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. The Developer and TD Bank, as Escrow Agent hereby agree that TD Bank, as Escrow Agent shall set aside funds in the Allocation Category the sum of \$609,747.90 to fund the timely payments of costs incurred to construct the Improvements (as hereinafter defined).
2. TD Bank, as Escrow Agent and the Developer agree that the Allocation Category shall be used solely and exclusively for the purposes of completing on-site and off-site improvements for the Project (the "Improvements"), as more particularly described in **Schedule "A"** consisting of 2 sheets attached hereto and by this reference made a part hereof.
3. Advances and disbursements by TD Bank, as Escrow Agent of any funds from the Allocation Category shall be made upon presentation of vouchers, in form approved by TD Bank, as Escrow Agent, signed by the Developer and accompanied by a letter or certificate from the Engineer for the Township approving the Improvements for which payment is sought, authorizing the advance and disbursement and specifying the Improvements for which the same shall be made. Advances and disbursements shall be made solely for the purpose of paying the costs of completed improvements. No monies may be disbursed absent from approval of the Township Engineer as set forth herein.
4. The Allocation Agreement as reduced by approved advances for completed construction of the Improvements, shall remain in existence until such time as all Improvements have been completed by the Developer and approval as completed by the Township. Upon completion of all Improvements, approval thereof by the Township Engineer, and discharge of the Performance Guarantee by Resolution of the Township Committee, the Allocation Agreement may be terminated and the Township shall have no further right, title, or interest in any sums remaining therein.
5. The Developer shall be in default of this Agreement if (a) it does not complete the Improvements in a manner satisfactory to the Engineer for the Township of Lower and Township Committee, by October 31, 2016 or such extended date as agreed to by the parties; or (b) it does not proceed with the installation of the Improvements in a reasonably diligent fashion; or (c) it installs the Improvements in such a manner as to create a threat to public safety. The Township shall have the absolute and unconditional

right to request of and receive from TD Bank, as Escrow Agent such advances from the funds remaining in the Allocation Agreement as may be necessary to pay for the costs of completion of the Improvements, and the Developer shall have no right whatsoever to request or receive from TD Bank, as Escrow Agent any amounts or advances from the Allocation Agreement. The rights and authority granted to the Township by the Developer herein shall be irrevocable and TD Bank, as Escrow Agent shall not honor any attempt by the Developer to terminate or rescind such rights.

6. TD Bank, as Escrow Agent assumes no liability in connection with the Allocation Agreement other than reasonable care and the safekeeping thereof while in the custody of TD Bank, as Escrow Agent.
7. There shall be no third party beneficiaries of the Agreement.
8. The Agreement shall bind the parties hereto and their successors and assigns.

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

Developer
CAPE REGIONAL HOLDINGS, LLC

By:
Title:

TD Bank, N.A.
TD BANK, AS ESCROW AGENT

By:
Title:

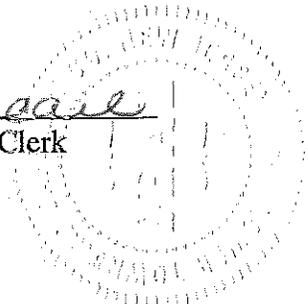
ATTEST:

Township
TOWNSHIP OF LOWER

BY: Michael Beck
Michael Beck, Mayor

ATTEST

Julie Picard
Julie Picard, Township Clerk





ACCOUNT DISCLOSURES

Securities and Investments: Not FDIC Insured • No Bank Guarantee • May Lose Value

TD Private Client Group is a unit of TD Wealth® in the United States, which is a business of TD Bank N.A., member FDIC (the Bank). TD Private Client Group provides its clients access to bank and non-bank products and services. Banking, investment and trust services are available through the Bank. Securities and investment advisory products are available through TD Private Client Wealth LLC, member FINRA/SIPC (TDPCW). TD Asset Management USA, Inc. (TDAM USA) and Epoch Investment Partners, Inc. (Epoch) are federally registered investment advisers that provide investment management services to TD Wealth. The Bank, TDPCW, TDAM USA, and Epoch are affiliates.

TD Securities Inc.: TD Securities Inc. ("TDSI"), an affiliate of The Bank, owns an equity interest in TMX Group Limited ("TMX") and has a nominee director serving on the board thereof. As such, TDSI may be considered to have an economic interest in the listing and trading of securities on an exchange owned or controlled by TMX, including the Toronto Stock Exchange, the TSX Venture Exchange and Alpha Exchange, and in the clearing, settlement and depository services provided by The Canadian Depository for Securities and its affiliates. No person or company is required to obtain products or services from TMX or its affiliates as a condition of TDSI or its affiliates continuing to supply a product or service.

Fixed Income Trading Services: For Custody Accounts, TD Securities (USA) LLC provides brokerage and execution services on behalf of the Bank. TD Securities (USA) LLC is a Delaware corporation with its principal place of business in New York, New York, and an affiliate of the Bank

ACH: For ACH transactions, the Bank, will pay all scheduled amounts/distributions, or amounts otherwise requested, by making direct deposits or adjustment entries as necessary into the specified account at the designated financial institution. The Bank will mail an advice of deposit instead of a check. It can take up to 48 hours from payment date to receive the funds into the checking or savings account.

Agent for Fiduciary Account: If the Owner holds or manages the Account in a fiduciary capacity (for example, as a trustee or executor), the Owner is solely responsible for determining and maintaining the Account's continuing compliance with any and all governing agreements, instruments, laws and regulations, notwithstanding any review or advice that the Bank may provide to Owner from time to time with respect to the assets in and investments of the Account.

Joint Accounts: If this Agreement is jointly entered into by two or more individuals, the Bank is authorized to accept the direction of any one of the Owners/Grantors, and the Owners/Grantors shall be deemed to own the assets in the Account as joint tenants with right of survivorship unless another form of ownership is expressly designated. Upon the death of any Owner/Grantor, the agreement will continue in full force and effect with the surviving Owner/Grantor, unless otherwise terminated by the account agreement.

Cash Management: The Bank may utilize a Bank money market account for balances up to the FDIC insured limit if such account offers a competitive rate. For balances over the FDIC insured limit, or a more favorable rate, the Bank may use one or more money market mutual funds offered by third parties or affiliates of the Bank. The Owner/Grantor understands that for administrative services to any such Fund, the Bank may be compensated at an annual rate of up to 30 basis points (0.30 percent) of the market value of the investment in any such Fund. A prospectus of the fund(s) selected for the account is available upon request.

Compensation: For its services hereunder, the Bank is entitled to compensation at its standard rates for accounts of this type as announced or published from time to time, to be charged to the Account unless otherwise agreed by the parties.

Corporate Communications: It is the Bank's policy to refrain from disclosing the Owner/Grantor's confidential and personal information to requesting corporations, unless directed otherwise.

E-mail Communication: The Owner/Grantor acknowledges that communications via unencrypted E-Mail are not secure and may be subject to disclosure or unauthorized access. Unless instructed otherwise, the Owner/Grantor agrees that the Bank may communicate with the Owner/Grantor via unencrypted E-Mail, agrees that the Bank shall have no liability for the disclosure of or access to any such communications, and waives any and all claims against the Bank in connection with the disclosure of or access to any such communications.

Investment Services: The Bank has appointed TDAM USA to perform certain portfolio management and advisory services. TDAM USA is an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended, and an affiliate of the Bank. TDAM USA acknowledges that it is a fiduciary with respect to Managed Accounts that are ERISA plans or IRAs and that, in performing certain portfolio management services; it expects to rely on Prohibited Transaction Class Exemption 84-14 or any successor exemption, to the extent applicable.

Certain Affiliates are Paid for Services. The Bank has relationships with, and may utilize, suggest or recommend the services of, various TD-affiliated entities, including TDAM USA and Epoch. These affiliates receive compensation directly or indirectly for the services they provide. Your fees will not be higher as a result of these relationships.

Mutual Funds: The Bank utilizes mutual funds, including money market and other mutual funds offered by third party providers, or offered by TD Asset Management USA Funds Inc. ("TD Asset Management") and advised by TDAM USA and we are compensated for the shareholder, administrative, recordkeeping and/or other services we provide to these funds by a fee of up to 40 basis points (0.40 percent) of the market value of the investment in these funds. Before investing any account in mutual funds with this arrangement, we disclose the arrangement to the account's grantor or principal and, for most types of accounts; we obtain the client's written authorization. Although we use some of these mutual funds for certain ERISA accounts, we do not receive any compensation from the funds for doing so. TD Asset Management mutual funds are not used for ERISA or IRA accounts.

Proxies: For Managed Accounts, it is the Bank's policy to vote proxies in such a manner as the Bank deems to be in the Owner/Grantor's best interest, unless directed otherwise.

Tax Costs/Basis: The Bank will only be responsible for accurate tax costs of securities it purchases in the portfolio. The Bank cannot assume responsibility for the accuracy of tax costs if you, the client, do not provide that information to us at the time the account is funded.

Your Financial Professionals will be Compensated Based on your Investment. The Bank's financial professionals receive salary compensation. Their bonuses are based on a number of factors, including your investments. You should feel free to ask your financial professional about the compensation paid based on investments.

Consult a Professional for Tax, Legal and other Advice before Investing. Transactions may be subject to federal, state, and/or estate taxes. Consult with your advisor specific to your circumstances. Unless specifically stated, the Bank and its affiliates do not provide legal, tax, accounting or actuarial advice.

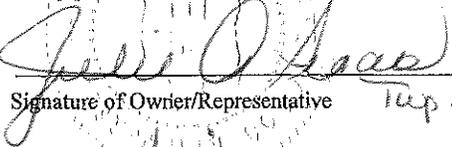
Unlawful Internet Gambling: "Restricted Transactions", as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, include without limitation, those in which electronic fund transfers or checks are accepted by gambling businesses in connection with unlawful Internet gambling. Restricted Transactions are prohibited from being processed through any account or relationship with the Bank. In the event the Bank identifies a suspected Restricted Transaction, the Bank may deny services to Owner/Grantor and prohibit future transactions. Notwithstanding the foregoing, in the event a Restricted Transaction is processed, Owner/Grantor will be liable for the transaction.

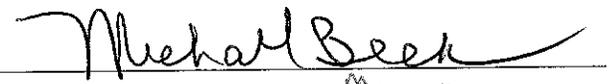
Information Access and Use. When I request the TD Private Client Group service I am providing my Investment or Trust Advisor with visibility into all of my relationships with the Bank, TDAM USA, Epoch and all other affiliates of TDPCW or its ultimate parent company, The Toronto Dominion Bank ("TDPCW Private Client Group Affiliates") – whether deposit accounts, loans, credit cards, or securities and mutual fund accounts held at the Bank, TD Private Client Wealth LLC, or at a TD Private Client Group Affiliate (collectively, "TD Private Client Group Affiliates Account(s)"). My Investment or Trust Advisor can put the power of TD Private Client Group to work for me, by utilizing a team of experts from across the TD Private Client Group Affiliates to review and analyze my financial status and recommend products and services tailored to meet my personal and financial objectives.

I understand and acknowledge that I have directed TD Private Client Group Affiliates to use information about my TD Private Client Group Affiliates Account(s) so that I can receive an optimal client experience as well as access a complete array of products and services. I understand and acknowledge that, to provide me with the TD Private Client Group service, my Investment or Trust Advisor will need to access all of my personal information with the TD Private Client Group Affiliates and will need to make this information available to professionals in other TD Private Client Group Affiliates to provide me products and services that TD Private Client Group believes will meet my objectives.

By signing this, I direct my Investment or Trust Advisor to access my personal TD Private Client Group Affiliates Account(s) information with the TD Private Client Group Affiliates and to make this information available to professionals in other TD Private Client Group Affiliates to provide me products and services that TD believes will meet my objectives. I understand and acknowledge that any information sharing, use and marketing choices that I have otherwise made with TD Private Client Group Affiliates will be superseded to the extent the information is used to provide me with the TD Private Client Group service. I may, at any time, withdraw my direction to use information about my TD Private Client Group Affiliates Account(s) to provide the TD Private Client Group service. However, if I withdraw my direction, TD Private Client Group will no longer be able to provide me with the TD Private Client Group service.

I may withdraw from the TD Private Client Group program at any time by contacting my Investment or Trust Advisor. TD Private Client Group will provide me with instructions on steps to be taken with respect to my various TD Private Client Group Affiliates Account(s). TD Private Client Group will need a reasonable period of time to process my withdrawal. Withdrawal from the TD Private Client Group program will terminate my access to TD Private Client Group products and services. If I choose to remain in TD Private Client Group, I accept the terms of the TD Private Client Group business model.


Signature of Owner/Representative *Julie O. Adams*


Signature of Owner/Representative *Michael Beck*

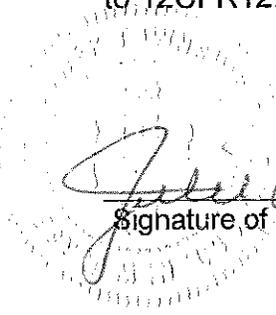
Dated: April 18, 2016

TD Bank, N.A. By: _____
Name Its:



Alternative Form of Notification for Non-Discretionary Accounts

I/We, the account Owner, agree that statements shall be provided (electronically if elected by me/us) in the Bank's customary form, as it may be amended from time to time. I/We acknowledge that I/we have the right to receive additional notification of transactions upon request and without additional charge pursuant to 12CFR12.


Julie A. Leard
Signature of Owner *Twsp. Clerk*

Michael Beck
Signature of Owner *Mayor*

Date *4/18/2016*

Date *4/18/2016*

TD BANK, N.A. by: _____
Name: _____ Its: _____



WIRE TRANSFER SERVICES AGREEMENT

Customer: [REDACTED]

Date of Agreement: [REDACTED], 20 [REDACTED]

The above-named customer (referred as "you", "your", and "yours") hereby directs and **TD BANK, N.A., through its TD Wealth group** ("we," "us," "our" and "ours") agrees, to act on wire transfer instructions received from you under the terms and conditions set forth in this Wire Transfer Agreement ("Agreement"). This Agreement applies to and will govern all wire and funds transfer services made available by us to you (hereinafter the "Services," as further described below) pursuant to this Agreement or any amendment hereto. The Services shall also be governed by the terms and conditions of the parties' agreement governing the underlying deposit account(s) in your name with us (hereinafter "Account(s)") and that are associated with the Services (the "Account Agreement"). All capitalized terms used herein without definition shall have the meanings given to them in the Account Agreement, as may be amended from time to time. Except as otherwise expressly provided in this Agreement, to the extent that this Agreement is inconsistent with the provisions of the Account Agreement, this Agreement and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. References herein to "you," "your," and "yours" shall be deemed to include your Authorized Agent(s) (as defined below), except where otherwise expressly indicated. This Agreement shall be effective when signed by both parties, and such date shall be as reflected above.

TERMS AND CONDITIONS

1. **Applicability:** Except as otherwise expressly indicated in this Agreement, all terms and conditions provided herein shall apply to you whether you are a natural person that uses the Services for personal, family or household purposes (a "Consumer"), or you are an individual, business or other entity that uses the Services for your own lawful business or similar purposes and not for personal, family or household purposes (a "Non-Consumer").
2. **Transfer/Verification Instructions:** You or such officer, agent, employee or other person identified by you in writing to us in the "Customer Funds Transfer Authorizations" form attached hereto as Exhibit A, or otherwise on a form or other document acceptable to us as being authorized to act on your behalf, and subject to limitations in the governing document(s) and applicable state and federal laws, (hereafter referred to as your "Authorized Agent"), may instruct us to transfer funds from any Account(s) you maintain with us by completing or otherwise providing us with required information in a written instruction, a sample of which is included herein under Exhibit A entitled "Wire Transfer Request Form".

You or your Authorized Agent may verify wire transfer instructions that are provided from any Account(s) you maintain with us by completing or otherwise providing us with required information in a written instruction, a sample of which is included herein under Exhibit A entitled "Wire Transfer Request Form".

Such instruction (or "order") or verification may be received from you or your Authorized Agent verbally by means of telephone, in writing by means of facsimile, or in person.

All actions of your Authorized Agent in connection with wire transfers, including without limitation instructions, verification of wire transfer order and the receipt of information or disclosures from us, shall be deemed to be consistent with, and not adverse to, your interest and wishes. We shall be entitled to rely on any written list of Authorized Agents provided to us by you until revoked or modified by you in writing.

3. **Execution of Orders:** Subject to the terms of this Agreement, we will accept and execute a wire transfer instruction from you or your Authorized Agent that has been authenticated by us and that is in conformity with the security procedures (as further described below) and other requirements as described in this Agreement and associated set-up form(s) and other documentation we may require, and provided that we receive the wire transfer order prior to our cut-off time during our normal business hours on a day we are open. All wire transfers to accounts at other depository institutions are to be transmitted using the Fedwire funds transfer system, owned and operated by the Federal Reserve Bank, or a similar correspondent facility or wire transfer system used primarily for fund transfers between financial institutions. Orders will be deemed executed by us at the time of transmittal to the Federal Reserve Bank or such similar correspondent facility.

Except as otherwise provided herein, each wire transfer order must include the following information in addition to any information which we may require for proper identification and security purposes: (a) Account number from which the funds are to be withdrawn, (b) amount to be transferred, (c) name and ABA routing number of the beneficiary's bank, and (d) name, address and account number of the beneficiary. In the event an order describes an account number for the beneficiary that is in a name other than the designated beneficiary, we may execute the order to the account number so designated, notwithstanding such inconsistency.

You understand and agree, and you shall advise each Authorized Agent, that we may, at our option, record telephone conversations regarding transfer orders received from you or an Authorized Agent.

4. **Time of Execution; Domestic Wire Transfer Orders:** We will use reasonable efforts to execute a domestic (U.S.-based receivers) order received from you on the date the order is received, provided it is received on a day on which we, the Federal Reserve Bank or correspondent facility and the beneficiary bank are open for business, is in conformity with all security procedures and other requirements described in this Agreement and is received by us prior to any cut-off time which we may from time to time establish. If any of the foregoing requirements are not met, we will transmit the order on the next day on which all of those requirements are met.

You may also send us a domestic order that is future-dated. Future-dated domestic orders will be executed by us on the effective date requested by you, not on the date you submitted the order to us, provided the effective date is a day on which we, the Federal Reserve Bank or correspondent facility and the beneficiary bank are open for business, is in conformity with all security procedures and other requirements described in this Agreement and is received by us prior to any cut-off time which we may from time to time establish. If any of the foregoing requirements are not met, we will transmit the order on the next day on which all of those requirements are met.

We may require additional authentication of any order. We reserve the right to reject an order that cannot be properly authenticated. Cut-off times may be established and changed by us from time to time, including as set forth in Schedule A to this Agreement. Instructions for orders received after such cut-off times may be treated by us for all purposes as having been received on the following

day on which we are open for business. We may handle transfer orders received from you in any order convenient to us regardless of the order in which they are received.

A wire transfer of funds into one of your Accounts with us shall be deemed received by us when the transmission to us and compliance with any security procedures which we may from time to time establish are completed.

5. **International Wires by Non-Consumers:** If you are a Non-Consumer, an international order (non-U.S. receivers) of foreign currency initiated by you and approved by us by our cut-off time as set forth in Schedule A for international orders of foreign currency on a Business Day, and an international order of U.S. currency initiated by you and approved by our cut-off time for international orders of U.S. currency on a Business Day, will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign orders may be subject to delays based on and due to various issues such as time-zone issues, the remote location of the recipient bank, cultural differences with respect to holidays and times of observation, and incorrect or incomplete information being supplied by you.

You may also send us an international order that is future-dated. Future-dated international orders will be executed by us on the effective date requested by you, not on the date you submitted the order to us, provided the effective date is a day on which we, the Federal Reserve Bank or correspondent facility and the foreign beneficiary bank are open for business, is in conformity with all security procedures and other requirements described in this Agreement and is received by us prior to any cut-off time which we may from time to time establish. If any of the foregoing requirements are not met, we will transmit the order on the next day on which all of those requirements are met.

We will send your authorized and authenticated wire transfers to foreign banks through any bank which is a member of our correspondent network. Neither we nor any of our correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission.

International wire transfers may be made in U.S. or foreign currency. You acknowledge that foreign currency wire transfers must be based on a currency that we trade and that all rates of exchange will be the rate in effect on the date we execute the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the beneficiary specified in a wire transfer order that is payable in foreign currency and the funds are returned to us, we will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at our buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by us, less any charges and expenses incurred by us. If you elect to initiate an international wire transfer in U.S. currency, you acknowledge that the receiving bank may elect to pay the beneficiary in foreign currency at an exchange rate determined by the receiving bank. You agree to bear all risk of loss due to fluctuation in exchange rates, and you shall pay us any costs and expenses of foreign currency conversion at our then-prevailing rates, terms and conditions. You are advised that our prevailing exchange rates may be less favorable to you than market exchange rates.

We make no guarantee or representation as to the availability of funds at the foreign destination. We make no express or implied warranty as to the time or date the order will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or the time or date the beneficiary will receive credit for funds.

You understand and acknowledge that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the order is not received or credited in a timely manner, we will follow normal and customary procedures to complete the order, determine the location of the wired funds and/or return the funds to you. If we are unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, you assume all financial liability or risk of loss for the amount of the order.

International orders are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. We have no obligation to accept any international order(s) directed to or through persons, entities or countries restricted by government regulation or prior experience by us with particular countries. To the extent not otherwise prohibited by law, in connection with any international order(s) involving a transfer to or from any country outside of the U.S., you agree to release and hold us harmless from any loss or liability which you may incur after we have executed the international order(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

6. **International Wires by Consumers:** Prior to October 28, 2013, outgoing consumer-purpose international wire transfers will be subject to the same terms set forth in Section 5 (International Wires for Non-Consumers). Effective as of October 28, 2013, outgoing consumer-purpose international wire transfers (also known as "Remittance Transfers") are subject to special disclosure, error resolution and cancellation requirements under the federal Electronic Fund Transfer Act and implementing regulations issued by the Consumer Financial Protection Bureau, as further described below.

We shall send your authorized and authenticated Remittance Transfer orders to foreign banks through any bank which is a member of our correspondent network. If the Remittance Transfer order is received by us prior to any cut-off time established from time to time, any currency exchange shall be made at the rate quoted by us at the time we prepare the receipt for the Remittance Transfer order for you. Future-dated Remittance Transfers are not permitted.

You understand and acknowledge that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the order is not received or credited in a timely manner, we will follow normal and customary procedures (as well as error resolution requirements for Remittance Transfers described below) to complete the order, determine the location of the wired funds and/or return the funds to you. Unless otherwise provided under applicable law governing Remittance Transfers, if we are unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, you assume all financial liability or risk of loss for the amount of the Remittance Transfer order.

International orders are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. We have no obligation to accept any international order(s) directed to or through persons, entities or countries restricted by government regulation or prior experience by us with particular countries. To the extent not otherwise prohibited by applicable law governing Remittance Transfers, in connection with any Remittance Transfers or any international order(s) involving a transfer from any country outside of the U.S., you agree to release and hold us harmless from any loss or liability which you may incur after we have executed the international order(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

By executing a wire transfer order for a Remittance Transfer, and our form of Withdrawal Authorization for International Outgoing Wire, you will authorize the withdrawal from your

Account for a Remittance Transfer be sent to a designated recipient's account, and you will agree to maintain an available balance in your Account sufficient to cover the total amount of the Remittance Transfer described on both a pre-payment disclosure we provide to you and on a receipt we provide to you, including applicable fees and taxes, until the Remittance Transfer is processed. If there are insufficient funds in your Account when the Remittance Transfer is processed, the Remittance Transfer will be cancelled and the funds will not be sent to the recipient. If the Remittance Transfer is cancelled as a result of unavailable funds, we will attempt to contact you to determine whether you want to re-initiate the Remittance Transfer.

Remittance Transfer Error Resolution and Cancellation Disclosures:

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer call us at 800.889.1153.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- (1) Your name and address or telephone number;
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (4) The dollar amount of the transfer; and
- (5) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at 855.725.2484 within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

Delivery of Disclosures:

For all consumer-initiated foreign wire transfer orders, requisite disclosures may be given directly to you or to your Authorized Agent. By designating an Authorized Agent, you approve of the receipt of all requisite disclosures by your Authorized Agent, and represent that all actions of your Authorization Agent, including without limitation, the receipt of information and disclosures, will be

consistent with, and not adverse to, your interests. You acknowledge that we may rely upon such approvals and representations contained herein until otherwise revoked by you. By designating an Authorized Agent, you waive any rights relating to non-receipt of disclosure where the disclosures are made to your Authorized Agent, including where the agent fails to relay the content of the disclosure to you. Any Authorized Agent of a consumer must be a direct employee, relative, or authorized individual of the consumer, and not a third-party entity.

7. **Repetitive Order Templates and Recurring Transfer Orders (“RTOs”):** You may wish to initiate wire transfer orders on a repetitive, periodic *but non-automatic* basis to the same beneficiary and to the same account at the same beneficiary bank (a “Repetitive Order”). To do so, you will complete the “Wire Transfer Request Form,” attached hereto as part of Exhibit A, or such other form as we may require from time to time, and check the appropriate box as noted on the “Wire Transfer Request Form” to request its use as a template for Repetitive Orders to be initiated to the particular beneficiary identified. Once established, the information stored in your Repetitive Order template will expedite the process for initiating future Repetitive Orders for that particular beneficiary.

Similarly, you may use a “Recurring Transfer Order Form,” attached hereto as part of Exhibit A, or such other form as we may require from time to time, if you wish to initiate a Repetitive Order that *will automatically* recur on a pre-determined schedule, in a pre-determined amount or at a pre-determined threshold balance, and for a pre-determined duration. When establishing an RTO, you determine the criteria for the transfer, including the amount, the debit and credit Accounts, execution frequency (i.e., daily, weekly, biweekly or monthly) and duration. After these instructions are established by you, available funds are automatically transferred without further action by you until the RTO expires or you notify us otherwise, as set forth herein.

We will transfer funds from your Account(s) according to the Repetitive Order template as reflected in the “Wire Transfer Request Form” or in the “Recurring Transfer Order Form” you complete.

Consumers and Non-Consumers may establish domestic Repetitive Orders and RTOs. Only Non-Consumers may request international or foreign Repetitive Orders and RTOs.

8. **Cancellation and Amendment:** You may request that we attempt to cancel or amend a wire transfer order previously received from you. If a cancellation or amendment request is received by us before the wire transfer order is executed and with sufficient time to afford us an opportunity to act upon your request, we will make a good faith effort to act upon such request. In the event your cancellation or amendment request is received after execution of your wire transfer request, we will attempt to have the wire transfer returned. Cancellation and amendment of Remittance Transfers will be governed by the terms of Section 6, above. For all other wire transfer orders, notwithstanding the foregoing, (i) we shall have no liability for the failure to effect a cancellation or amendment, (ii) we make no representation or warranty regarding our ability to amend or cancel a wire transfer order, and (iii) you agree to indemnify us against any loss, liability or expense which we incur as a result of the request to cancel or amend a wire transfer order and the actions we take pursuant to such request.
9. **Notice of Rejection or Return:** Except as provided under applicable law governing Remittance Transfers (see Section 6, above), we shall have no liability for orders sent by us as directed by you which cannot be completed or which are returned due to incorrect information furnished by you. You are required to fully complete beneficiary name and address, as the beneficiary bank may elect to return an otherwise valid order for incomplete beneficiary information. We may reject or impose conditions that must be satisfied before we will accept your instructions for any order, in our sole

discretion, including without limitation, if we are unable to obtain confirmation of such order satisfactory to us, if you are in violation of this Agreement, if you fail to maintain a sufficient Account balance, or if we otherwise reasonably believe that the order may not have in fact been authorized. An order may also be rejected by an intermediary or beneficiary bank other than us, or by operation of law. If an order is rejected or returned, we will endeavor to notify you promptly. Upon rejection or return, we shall have no further obligation to act upon an order, nor shall we have any liability to you due to rejection or return by another person in the order process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any order.

10. **Security Procedures:** You agree that certain security procedures shall be used verify the authenticity of any order or associated instructions we receive from you (hereinafter the "Security Procedures").

If you submit a wire transfer order in-person, we may require the completion of a form(s) or other documentation of the request, and the Security Procedures associated with such request may include but are not limited to positive ID and verification of account information and signature with Bank records. We may utilize similar Security Procedures at the time of your initial completion of a "Recurring Transfer Order Form."

For all other wire transfer orders that you or your Authorized Agent provide to us verbally by means of telephone or in writing by means of facsimile, we will employ a call-back procedure to you or your Authorized Agent at a pre-arranged contact number of record to verify and confirm the authenticity of the request (which call may be electronically recorded). You or your Authorized Agent will be required to provide us with sufficient information to authenticate the request, which may include but is not limited to the use of personal information or identifiers, or a security question or group of questions. We shall be entitled to rely on any list of your Authorized Agent(s) provided by you in writing to us in the "Customer Funds Transfer Authorizations" form attached hereto as part of Exhibit A, or otherwise on a form or other document acceptable to us as being authorized to act on your behalf, until revoked or modified by you in writing. We may, but shall have no obligation to, request additional confirmation, written or verbal, of an order received at any time or for any reason whatsoever prior to executing the order.

You agree that the Security Procedures described in this Agreement are a commercially reasonable method of providing security against unauthorized orders and for all other related instructions from you to us. For all wire transactions other than Remittance Transfers (see Section 6, above), any order we receive shall bind you, whether or not authorized, if transmitted in your name and accepted by us in compliance with the Security Procedures, and you also agree that any election you may make to change or refuse the Security Procedures is at your risk and that any loss resulting in whole or in part from such change or refusal will be your responsibility.

We may, from time to time, modify the Security Procedures. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective immediately upon notice to you as described in this Agreement. You will be deemed to accept any such changes if you access or use any of the Services after the date on which the change becomes effective. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), you understand and agree that if you decline to use any such modified or enhanced Security Procedures, you will be liable for any losses that would have been prevented by such modified or enhanced Security Procedures. Notwithstanding anything else contained in this Agreement, if we believe immediate action is required for the security of our or your funds, we may initiate modified, enhanced or additional Security Procedures immediately and provide prompt subsequent notice thereof to you.

You hereby acknowledge that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of an order by you. Accordingly, any errors contained in orders from you shall be your responsibility, and you shall be obligated to pay or repay (as the case may be) the amount of any such order. No Security Procedure for the detection of any such error by you has been agreed upon between us and you.

You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized orders. You covenant that no employee, Authorized Agent or other individual will be allowed to initiate orders in the absence of proper authority, supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures and related instructions provided by us in connection with any Security Procedures utilized by us and/or you. If you believe or suspect that any such Security Procedures, information or instructions have been disclosed to or accessed by unauthorized persons, you agree to notify us immediately by calling your Account Officer, followed by written confirmation to TD Wealth U.S. Operations, P.O. Box 1034, Cherry Hill, NJ 08034. The occurrence of unauthorized orders or access to the Security Procedures will not affect any orders made in good faith by us prior to receipt of such notification and within a reasonable time period thereafter.

11. **Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number:** In submitting any order or related instructions, you shall be responsible for providing all necessary information required by us. The Services are only designed to respond to information provided by you. Accordingly, any inaccuracy in any information provided by you may result in an unintended transfer of funds. We bear no responsibility and shall not be liable to you for any information provided by you in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. You acknowledge and agree that, in accordance with Article 4A of the UCC and applicable law governing Remittance Transfers (see Section 6, above), we shall be entitled to rely upon the numbers supplied by you to identify banks, beneficiaries and other parties to the order, even if those numbers disagree or are inconsistent with the names of those parties as provided by you. We and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of an order or related instructions may be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.
12. **Payment; Authorization to Charge Account:** You agree to pay us the amount of each transfer order received from you on the day we execute said order or at such other time as we may determine. We may, without prior notice or demand, obtain payment of such amount by debiting the Account designated or, in the event there are not sufficient available funds in the Account, debiting any other Account you maintain with us or with any bank which is affiliated with us. You agree to at all times maintain a balance of available funds in your designated Account sufficient to cover payment of your obligations under this Agreement.

We are not obligated to execute, and may reject, any transfer order which exceeds the amount of available funds on deposit with us for the specified Account or any transfer order that does not comply with our Security Procedures. The aforementioned notwithstanding, we may at our discretion and with the approval of one of your officers with appropriate borrowing authority, execute a transfer order which fails to meet available fund requirements. If we do so, you agree to repay us on demand the amount of any resulting overdraft in your Account, as well as the overdraft fees specified in the applicable Account Agreement.

13. **Wire Confirmation; Account Reconciliation:** All orders accepted by us (including orders sent or received on your behalf) will be reflected on your periodic Account statement issued by us with respect to the Account(s) to or from which your order was made. In any funds transfer where you are the recipient or beneficiary of the transfer, we shall not be obligated to notify you of any such payment to your Account, other than to record such payment in your next regular statement of Account.

You agree to check the daily history of the Account(s) on the day after the processing date of an order and to notify us immediately of any discrepancies between your records and the daily history as required in the Account Agreement. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), if you fail to notify us of any discrepancy within thirty (30) days after any Account statement is mailed or otherwise provided to you by us, you agree that we shall have no liability to you for any such discrepancy, error or problem.

14. **Fees:** You agree that we may charge your Account for any fees imposed by us arising from your use of the Services. A schedule of such fees and charges, as it may be changed from time to time, has been provided to you.

15. **Service Providers and Correspondent Accounts:** We may use a service provider to perform, as our agent, all or any portion of our obligations under this Agreement. You may be required to direct orders and other requests to said provider. An order may also be executed through any one, or a series of, correspondent banks of the beneficiary's bank and of ours in a manner deemed most appropriate and effective by us or by any other bank participating in the order.

16. **Limits on Our Liability:** Except as otherwise provided in this Section 15, if you suffer any loss of interest resulting from our error in executing a transfer order, or from our failure to execute a transfer order, in accordance with the terms of this Agreement, we will reimburse you for such loss to the extent provided herein, provided that you have complied with the terms and conditions of this Agreement. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), such compensation shall be limited to the interest lost for a period not exceeding thirty (30) days following the receipt by you of any confirmation advice or periodic Account statement (whichever occurs first) and shall be calculated using an interest rate equal to the effective Federal Funds rate at the Federal Reserve Bank for the period involved. No such compensation will be paid to you if the transfer order was not authorized by you or a person listed as an Authorized Agent, if we executed the order in good faith and in compliance with our Security Procedures.

We shall only be responsible for performing the Services as expressly provided in this Agreement, and except as provided under applicable law governing Remittance Transfers (see Section 6, above), we shall be liable only for your direct damages resulting from our gross negligence or willful misconduct in performing the Services. We shall not be responsible for your acts or omissions (including the amount, accuracy, timeliness of transmittal, or due authorization with respect to any transfer order received from you) including without limitation, any Federal Reserve Bank or transmission or communications facility, any beneficiary or beneficiary bank (including without limitation the rejection of a transfer order by such beneficiary or beneficiary bank), or any other bank, and no such person or entity shall be deemed our agent. Except as specifically and expressly provided in this Agreement, and under applicable law governing Remittance Transfers (see Section 6, above), we shall not be required to act upon any instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

We shall be entitled to rely in good faith on communications we receive as being given or sent by you or an Authorized Agent and as being genuine and correct when made in accordance with this

Agreement. Except as provided under applicable law governing Remittance Transfers (see Section 6, above), we shall not be liable to you for the consequences of such reliance.

In no event shall we be liable for consequential or incidental damages, either direct or indirect, even if advised of the possibility of such losses. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage.

17. **Indemnification:** Except as otherwise expressly prohibited or limited by law, you agree to indemnify and hold us harmless from any and all claims, liabilities, losses, damages, costs and expenses (including its reasonable attorneys' fees) that we may incur or that may be asserted by any person or entity against us, in accordance with the terms of the Account Agreement, and that may be incurred by us relating to or arising out of our refusing or accepting orders in accordance with your instructions and pursuant to this Agreement.
18. **Data Breaches:** If you are a Non-Consumer, you agree as follows:
 - (a) You will adopt and implement your own commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches").
 - (b) You agree that you will promptly investigate any suspected Data Breaches and monitor your systems regularly for unauthorized intrusions.
 - (c) You will provide prompt and accurate notification to us immediately by calling your Account Officer, followed by written confirmation to TD Wealth US Operations, P.O. Box 1034, Cherry Hill, NJ 08034, with regard to any Data Breaches when known or reasonably suspected by you, and will take all reasonable measures, which may include, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to us.
19. **Compliance:** You shall comply with all applicable laws, rules and regulations in connection with the Services. You agree to be bound by such rules, and agree not to initiate or receive an order or related instruction in violation of international, federal, state and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Asset Control ("OFAC"). To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify us for any and all fines and assessments imposed on us as a result of any infraction or violation of such rules caused by or attributable to you.
20. **Term and Termination:** This Agreement shall continue in effect until terminated by either party with ten (10) calendar days' prior written notice to the other.

Notwithstanding the foregoing, we may, without prior notice, terminate this Agreement and terminate or suspend any order or the Services (i) if you or we close any Account established in connection with the Services, (ii) if we determine that you have failed to maintain a financial condition deemed reasonably satisfactory to us to minimize any credit or other risks to us in providing the Services to you, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) for security reasons or in the event of a material breach or

default in the performance or observance of any term, or breach of any representation or warranty contained herein by you, (iv) in the event of material default by you in the payment of any sum owed by you to us hereunder or under any note or other agreement you have with us, (v) if there has been a seizure, attachment, or garnishment of your deposit accounts, assets or properties or (vi) if we, in our sole discretion, believes that the continued provision of the Services in accordance with the terms of this Agreement would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss.

Any termination of this Agreement shall not affect any of our rights and your obligations with respect to orders or related instructions initiated by you prior to the effective date of such termination, or your payment obligations with respect to the Services performed hereunder by us prior to the effective date of such termination, or any other obligations that survive termination of this Agreement. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination.

21. **Changes; Amendments:** Changes by you or (a) your Authorized Agent(s) or (b) any other changes to information contained in exhibits to or forms associated with this Agreement or delivered pursuant to the terms of this Agreement; may only be made by written notice delivered to us and signed by you, an Authorized Agent, a person authorized by you to execute this Agreement or by any other officer or person designated by you in writing to us.

From time to time we may amend the terms of this Agreement, including without limitation, any cut-off time, any Security Procedures, or forms required with this Agreement. Except as expressly provided otherwise in this Agreement or applicable law, any such changes generally will be effective immediately upon notice to you as described below in Section 26. You will be deemed to accept any such changes if you access or use any of the Services after the date on which the change becomes effective. You will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing hereunder, even if we amend this Agreement. Notwithstanding anything to the contrary in this Agreement, if we believe immediate action is required for the security of our or your funds, we may immediately initiate changes to any Security Procedures and provide prompt subsequent notice thereof to you.

22. **Force Majeure:** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us from operating normally.
23. **Severability:** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.
24. **Binding Agreement; Benefit:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is

not for the benefit of any other person, and no other person shall have any right against us or you hereunder.

25. **Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. **Notices:** Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by you (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid and addressed to us at the address provided to you in writing for that purpose. All such notices shall be effective after we have received them and we have had a reasonable opportunity to act on them.

You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Services or this Agreement, to your mailing address or your email address as it appears on our records, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address of record and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

27. **Disclosures to Authorized Agents:** You agree that any requisite disclosures may be given to your Authorized Agent and waive any rights relating to non-receipt of disclosures where disclosures are made to an Authorized Agent, including where the agent fails to relay the contents of the disclosure to you.

28. **Beneficiaries:** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

29. **Documentation:** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

30. **Recording of Communications:** You and we agree that all telephone conversations between us or our agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

31. **Assignment:** We may assign this Agreement or any of our rights and duties hereunder without prior notice to or consent by you. You may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent.

32. **Governing Law:** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or

inconsistent therewith, by the laws of the State of New Jersey without regard to its choice of law provisions.

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

In witness thereof, the parties hereto have caused this Agreement to be executed by them or by their duly authorized agents or representatives as of this ____ day of _____, 20__.

For Non-Consumer Customer:

For TD Bank, N.A.:

By: Michael E Beck
Name: Michael E Beck
Title: Mayor
Company: Township of Lowell

By: _____
Name: _____
Title: _____

Consumer Customer:

Print Name: _____

TOWNSHIP OF LOWER
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

REGARDING INCUMBENCY OF OFFICERS AND AUTHORIZED SIGNATORIES

1. Each person who on behalf of the Township of Lower executing this certificate is duly elected, authorized, qualified or acting as an Officer and/or authorized signatory.
2. Each of the individuals named below (the "Authorized Officers") is on the date hereof the duly authorized incumbent of the Township of Lower as indicated after that individual's name and the signature set forth opposite such name is that individual's genuine signature:

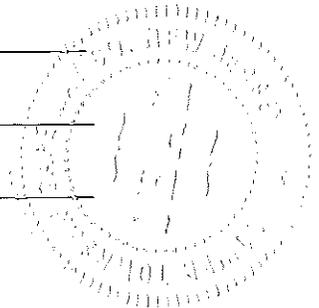
<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Michael Beck	Mayor	<u>Michael Beck</u>
Julie Picard	Clerk	<u>Julie Picard</u>

NAME OF ENTITY Township of Lower

By: Julie Picard

Title: Township Clerk

Date: April 18, 2016



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TOWNSHIP OF LOWER

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **MUNICIPAL GOVERNMENT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2600 BAYSHORE ROAD

6 City, state, and ZIP code
VILLAS, NJ 08251

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
2	1	-	6	0	0	5	7	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Date ▶ **4/18/16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

RESOLUTION # 2016-137

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.

POSSIBLE LITIGATION

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

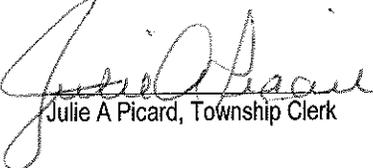
_____ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding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

NOW, THEREFORE, BE IT RESOLVED by the Township council of the Township of Lower, assembled in public session on April 18, 2016 that an Executive Session closed to the public shall be held on this date at approximately _____ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

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

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 18, 2016.


Julie A Picard, Township Clerk