

# WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL

May 5, 2014 - 6:00 P.M.

## Meeting called to order.

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

## Work Session

MUA Presentation and Report - Manager Michael Voll (Public Comment on this issue will be taken under Resolution #2014-146)

## Consent Agenda

Approval of Minutes April 21, 2014  
Res. #2014-131 Payment of Vouchers \$ 3,072,652.96  
Res. #2014-132 A Resolution of the Township of Lower Awarding A Bid Award With S. Vitale Pyrotecnico Industries, Inc to provide Fireworks (\$41,500. July 3rd)  
Res. #2014-133 A Resolution Requesting Release of Demolition Bond For Block 528, Lot 65, 18 Delair Road, North Cape May (\$1,000)  
Res. #2014-134 Approval for Pyrotecnico Fireworks to Load and Unload A Fireworks Barge in Lower Township (July 3 - Lower Twp July 4 - Avalon & Congress Hall Hotel)  
Res. #2014-135 Award of A Professional Contract Without Public Bidding (OSK Design - DPS Bldg \$192,000)  
Res. #2014-136 Approval to Media Five Entertainment LTD For Four (4) Concert Series to be Held At Delaware River Bay Authority Ferry Terminal (Soul Cruisers 7/16; B Street Band 7/30; Eagle Mania 8/6 and Danny V's 52<sup>nd</sup> St Band the Ultimate 8/13 \$14,500)  
Res. #2014-137 Award 2<sup>nd</sup> Year Option for Concession Contract For 2014 Independence Day Festival to Wizards Festival of Fun Inc. (\$12,900 w/ \$1 per ride from participants)  
Res. #2014-138 Authorization for Refund of Taxes (1 property \$1,481.49)  
Res. #2014-139 Authorization for the Township of Lower to Apply for An Emergency Management Agency Assistance Sub-grant (\$5,000 federal award/ \$5,000 matching funds)  
Res. #2014-140 Authorizing the sale of Township of Lower Surplus no longer Needed for Public Use on Govdeals Online Auction (radar & doppler radar units)  
Res. #2014-141 Issuance of 2014 Taxi Operator License (C.Mapp driver for G-Taxi)  
Res. #2014-142 Appointment of Conflict Bond Counsel for the Year 2014 Without Public Bidding (Parker McCay, P.A.)  
Res. #2014-143 Authorizing the Township of Lower to Return The Citizens Emergency Response Team (CERT) Trailer Back to Cape May County (County is requesting trailer back)  
Res. #2014-144 A Resolution Authorizing the Sustainable Jersey Grant Application

## Regular Agenda

Res. #2014-145 Payment of Vouchers - Lower Twp Rescue \$10,000 (expense pymt)  
Res. #2014-146 Resolution Authorizing the Township of Lower To Make Application To the Local Finance Board Pursuant To N.J.S.A. 40A:5A-20 For The Dissolution of the Lower Township Municipal Utilities Authority  
Res. #2014-147 Payment of Vouchers - School Taxes \$2,706,952.40

## Council Comments

## Call to the Public

## Adjournment

## COUNCIL MEETING MINUTES – APRIL 21, 2014

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on April 21, 2014 at 6:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

Councilmember Thomas Conrad  
Councilmember James Neville  
Councilmember Erik Simonsen  
Deputy Mayor Clark  
Mayor Michael Beck

Also present: Michael Voll, Township Manager, Ron Gelzunas, Township Solicitor and Karen Fournier, Clerk's Office

### **Work Session**

Rock for Kids Music Festival, June 14, 2014 - Lou Ginsburg, Knights of Columbus

Mayor Beck introduced Lou Ginsburg, representing the Erma Knights of Columbus. Mr. Ginsburg spoke about last year's Rock for Kids Music Festival and how it benefited the community. In an effort to ensure a successful event this year, he requested the cooperation of Council in promoting the event to be held on Saturday, June 14, 2014 at the Knights of Columbus on Breakwater Road.

Presentation on Proposed New Police Station - Chief William Mastriana & Manager Michael Voll  
Manager Voll addressed Council with a panel of professionals including the Chief of Police, Qualified Purchasing Agent, Architect, Chief Financial Officer and Municipal Accountant, to convince Council that the timing is right to vacate the current public safety building and construct a new complex adjacent to Township Hall. Chief Mastriana informed that a Public Safety Building Committee was formed under the direction of Former Police Chief, Brian Marker, to assess the continued use of the current public safety building or examine alternatives to the building. He summarized the committee's findings and reviewed their recommendation to terminate future expenditures at the current public safety building located at the Cape May County Airport and relocate to a newly constructed building adjacent to the existing township infrastructure on Bayshore Road.

Manager Voll presented his findings in support of the committee's recommendations and validated reasons why he believes the timing is perfect for this project. Upon urging Council for their support, he reiterated that the proposed new public safety building can be achieved with no increase of taxes.

Dan Shousky, a volunteer committee member and architect by profession, presented the details of the proposed new structure from an architectural standpoint and informed that he worked closely with the Chief of Police and the police department in producing a conceptual design for effective operations.

Manager Voll informed that the county is considering implementing a 911 central dispatch center, which may alter the plan for moving the communication center. Manager Voll asked the Municipal Auditor and Chief Financial Officer to give an update on the township's bonding capacity at this time.

Auditor Mike Garcia of Ford Scott announced that several of the township's current bond issues will be entering their last payments in the next couple of years, therefore freeing up new bonding capacity.

According to his calculations as they relate to this project, in 2015 the township will have the ability to bond \$11 million dollars with no increase in the current debt service level. In conclusion, if the project can fit into a 3.8 million dollar budget, it is attainable with no tax increase. He also added that we are in an era of historically low interest rates.

Manager Voll again urged Council for their support in doing what he believes is the right thing for the police department, the tax payers and the community.

Mayor Beck argued in favor of the project for various reasons, particularly the cost of repairs that are needed at the current public safety building.

Councilmember Conrad asked what the cost is for this project. Manager Voll estimated the cost of construction of a new building at \$3.5 million, plus an additional \$300,000 for site plan work. Mr. Shousky gave a projected construction cost of \$200 per square foot, with the new police station measuring 17,000 square feet. Manager Voll stated that he cannot give an exact figure until it goes out to bid.

Councilmember Conrad agreed that the police have to move, but voiced his concerns with several other issues including the ability to withdrawal from the lease, the cost to remediate the current mold problem and any additional costs. Manager Voll attempted to put Councilmember Conrad's concerns to rest.

Councilmember Neville affirmed his agreement to the project.

Councilmember Simonson agreed that he is on board with the project but has some concerns including the cost to move dispatch, where rescue and fire safety will be relocated, and infrastructure issues. Manager Voll addressed his concerns and gave his best guesstimate to move dispatch.

Deputy Mayor Clark agreed that moving the police headquarters to the municipal location is the best and least expensive option. He thanked everyone involved in doing the research for the project.

Mayor Beck offered convincing arguments from a financial, administrative and a police philosophy perspective. He commended everyone involved for their work on this project.

Jay Young of Cape May Beach addressed Council with cost concerns related to this project and overall savings for the future of the taxpayer.

Tom Frisoli of Villas voiced his disapproval to comments made earlier about Council decisions made twenty five years ago.

Robert Rizzo of Mickel's Run urged Council to go ahead with the vote.

Councilmember Conrad was still not satisfied with the uncertainty of the numbers. Discussion ensued. Manager Voll agreed to return to Council with a number to be bonded for the project.

Motion to Move Forward – to allow the Manager to hire an Architect and negotiate a fee, then return to Council at the next meeting with a Resolution to confirm same for the new Police Department.

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

**Consent Agenda**

Approval of Minutes

Res. #2014-119

April 7, 2014

A Resolution Requesting Release of a Revegetation and Restoration Guarantee for Dune Site Plan, Annette Tobia, Block 512.14, Lot 29, Escrow #7143020 (\$400)

Res. #2014-120

Approval of Seashore Community Church of the Nazarene's Application to Conduct a Flea Market (May 3, 2014)

Res. #2014-121

Recycling Tonnage Grant Resolution (annual resolution)

Res. #2014-122

Recycling Tonnage Grant Certification of Taxes Paid (\$33,765.60)

Res. #2014-123

Authorizing G-Taxi to Transfer a Taxi Vehicle License (1998 Dodge Caravan)

Res. #2014-124

Issuance of 2014 Taxi and Operator Licenses (Off Shore Taxi - J.Conforto)

- Res. #2014-125 A Resolution Authorizing Procurement Card Services With Bank of America State Contract #T1654
- Res. #2014-126 Authorization for Refunds of Taxes (4 properties \$4,123.28)
- Res. #2014-127 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on Gov Deals Online Auction Website (2008 Ford Crown Vic)
- Res. #2014-128 Authorization for South Jersey Power Cooperative - Natural Gas Supply Service (authorization for Township to join co-op for natural gas)
- Res. #2014-129 A Resolution Amending the 2014 Budget (State Aid final numbers and additional grants)

Councilmember Simonsen requested Resolution #2014-118 be moved to the Regular Agenda. He stated he is against hiring an in-house engineer and therefore is against paying for the advertisement of it.

John Sworonski, 607 Arctic Avenue, asked for clarification of Resolution #2014-128. Mayor Beck replied.

Consent Agenda Vote:

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

### Regular Agenda

- Res. #2014-118 Payment of Vouchers \$ 294,058.28

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

- Res. #2014-130 Adoption of 2014 Budget

Municipal Auditor, Mike Garcia with Ford Scott & Associates, briefly summarized the budget and brought attention to the fact that this is the same budget that was previously introduced with one amendment to add grants and to reclassify the state aid.

Mayor Beck talked about the factors that contributed to the budget and commended the people responsible for the reassessment and the tax collection rate.

Councilmember Conrad voiced his concern with the capital improvements and Roseann Avenue.

Mayor Beck suggested that the resiliency grant may satisfy some of these needs.

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

Ordinance # 2014-05 An Ordinance Revising and Restating Chapter 529, Secondhand Merchants and Dealers of Precious Metals, of the Code of the Township of Lower - 2<sup>nd</sup> reading & public hearing

Councilmember Conrad addressed the Solicitor about the effect of the ordinance on existing businesses. Solicitor Gelzunas responded to his concerns and explained the intent of the ordinance.

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

### **Administrative Reports**

Construction, Fire, Vital

### **Council Comments**

Councilmember Conrad gave his Easter sentiment.

Councilmember Neville spoke about the Beach Drive Access project and assured that a public meeting will take place prior to submitting the application to the County. He also apologized to Robert Reel, former president of the Property Owners Association.

Councilmember Simonsen gave his Easter sentiment and a reminder about Opening Day for Lower Cape May Little League. He informed that he is participating in the triathlon and hoping to place this year.

Deputy Mayor Clark gave recognition to Lower Township resident, Bill Evans, for his good deeds throughout the township. He also solicited volunteers for a beach cleanup in anticipation of the triathlon.

Mayor Beck announced the following upcoming events: Health & Wellness Day to include a Blood Drive, Opening Day of Lower Cape May Little League, and Escape the Cape Triathlon.

Councilmember Conrad added an announcement about the Splash and Dash event scheduled to take place the day before the triathlon.

### **Call to Public**

Joe unknown addressed Council to thank them for their cooperation in holding a public meeting regarding the Beach Drive Access Project. He also made a recommendation for a dune representative to be present for questioning.

John Sworonski, 607 Artic Avenue, had a complaint about potholes at several locations including Breakwater & Bayshore Roads, Rosehill Parkway, and Bayshore Road at the Acme exit. Manager Voll agreed to contact the County.

Mr. Sworonski also inquired about the savings as a result of the solar panels on the school grounds. Deputy Mayor Clark replied that the savings are roughly over \$100,000 per year.

Don Embs of North Cape May applauded the idea of a new police station and asked if solar panels were being considered. Manager Voll gave an affirmative reply.

### **Adjournment**

There being no further business to address, motion to adjourn moved by Deputy Mayor Clark, seconded by Councilmember Neville. Motion to adjourn unanimous. Meeting adjourned at 7:56 p.m.

\_\_\_\_\_  
Mayor

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

Approved:



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00735 CATERINA SUPPLY, INC.*	14-00922	04/09/14	FILTER FABRIC	Open	390.00	0.00		
00741 CMC CHIEF'S OF POLICE ASSOC.	14-00806	03/28/14	2014 TRAINING ASSESSMENT	Open	1,200.00	0.00		
00784 CAPE MAY STAR & WAVE	14-01010	04/23/14	LEGAL ADVERTISEMENTS 4-9-14	Open	57.04	0.00		
	14-01011	04/23/14	LEGAL ADVERTISEMENTS 4-16-14	Open	147.56	0.00		
	14-01052	04/25/14	LEGAL ADVERTISEMENTS 4-23-14	Open	9.92	0.00		
					<u>214.52</u>			
00825 COMCAST*	14-00998	04/22/14	CLEM MULLIGAN-MONTHLY-CAMERAS	Open	86.04	0.00		
	14-01098	04/28/14	INTERNET 4/30/14-5/29/14 FIRE	Open	109.91	0.00		
					<u>195.95</u>			
01196 H A DEHART & SON*	14-00856	04/02/14	PAARTS FOR VEHICLE /APRIL	Open	402.98	0.00		
01319 EDWARD EDWARDS	14-01025	04/24/14	MEDICAL CLAIMS-V	Open	110.00	0.00		
01365 GARY DOUGLASS	14-00938	04/10/14	TITLE CHANGE AND DMV FEES	Open	60.00	0.00		
01590 FORD, SCOTT & ASSOCIATES*	14-00194	01/16/14	2014-02 PROFESSIONAL SERVICES	Open	25,000.00	0.00		
01602 THOMSON WEST*	14-00810	03/28/14	ANNUAL SUBSCRIPTION	Open	277.08	0.00		
01643 WILLIAM GALESTOK	14-01172	04/29/14	REIM FOR TOLLS & PARKING	Open	21.50	0.00		
01653 GENTILINI FORD*	14-00837	04/02/14	PARTS FOR TRUCK	Open	1,240.10	0.00		
01655 GANN LAW BOOKS*	14-00836	04/02/14	COX BOOK	Open	110.00	0.00		
01657 GOPHER SPORT*	14-00667	03/18/14	BASKETBALLS- MENS LEAGUE	Open	517.08	0.00		
01781 HATCH MOTT MACDONALD, LLC*	13-02313	08/08/13	TAX MAP REVISIONS RES 2013-216	Open	2,088.00	0.00		
	14-00121	01/10/14	REMEDIAL INVESTIGATION UST DPW	Open	5,032.00	0.00		B
	14-00256	01/24/14	RECONSTR CLUBHOUSE DR #2014-43	Open	7,695.72	0.00		
					<u>14,815.72</u>			
01859 HESS CORPORATION	14-01039	04/24/14	03/19/14-04/17/14 ELECTRIC	Open	7,021.31	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01859 HESS CORPORATION			Continued					
	14-01040	04/24/14	03/19/14-04/17/14 ELECTRIC	Open	<u>301.91</u>	0.00		
					7,323.22			
02005 JUST SPORTS INC.*								
	14-00939	04/10/14	LACROSSE GOALIE SHINGUARDS	Open	35.96	0.00		
02140 KINDLE FORD LINC/MERC., INC.*								
	14-00754	03/25/14	PARTS FOR POLICE VEHICLES	Open	508.80	0.00		
02247 LAWSON PRODUCTS, INC.*								
	14-00759	03/25/14	SUPPLIES FOR DPW GARAGE	Open	633.60	0.00		
02280 LINDEMON WINCKELMANN & ASSOC.								
	13-01475	05/29/13	ADA 1ST\$41227.00/CO#1DNE45727	Open	5,487.06	0.00		
	14-00300	01/30/14	RES 2014-52 ASBESTOS/LEAD FSHG	Open	<u>1,400.00</u>	0.00		B
					6,887.06			
02632 N J PLANNING OFFICIALS*								
	14-00277	01/28/14	BOARD MEMBER TRAINING & BOOKS	Open	28.00	0.00		
02719 MITCHELL PLENN								
	14-01015	04/24/14	LACROSSE- STOPWATCH & HORN	Open	31.50	0.00		
02811 JAMES MOY								
	14-01027	04/24/14	MEDICAL CLAIMS	Open	90.00	0.00		
03158 NYSCA*								
	14-00830	04/01/14	COACH CERTIFICATIONS -SOCCER	Open	120.00	0.00		
03305 PEDRONI FUEL*								
	14-00994	04/21/14	NO LEAD GAS	Open	293.04	0.00		
03366 AMERI-GAS*								
	14-01162	04/29/14	PROPANE-BENNETTS CROSSING	Open	462.95	0.00		
03449 QC INC*								
	14-00642	03/13/14	POOL MONITORING	Open	324.50	0.00		
	14-00943	04/10/14	RETENTION POND WATER SAMPLE	Open	<u>57.50</u>	0.00		
					382.00			
03518 RIGGINS, INC.*								
	14-01154	04/28/14	OFF HIGHWAY DIESEL	Open	1,379.47	0.00		
03608 SEAWAVE CORPORATION*								
	14-01012	04/23/14	LEGAL ADVERTISEMENTS 4-16-14	Open	32.80	0.00		
03692 SOUTH JERSEY GAS CO*								
	14-01041	04/24/14	GAS FOR APRIL 2014	Open	5,578.10	0.00		
03831 TREASURER, COUNTY TAXES								
	14-00997	04/22/14	2014 COUNTY TAXES DUE 5/15/14	Open	2,319,625.65	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03958 DEBORAH VAN MOURIK	14-00993	04/16/14	CAR DAMAGE REIMBURSEMENT	Open	713.05	0.00		
03969 VERIZON	14-01042	04/24/14	APRIL 2014 PHONE SERVICE	Open	3,956.23	0.00		
03978 USPS ACCT#48503619	14-01014	04/23/14	POSTAGE METERS ACCT 48503619	Open	20,000.00	0.00		
03992 VAL-U AUTO PARTS LLC*	14-00924	04/09/14	CORE DEPOSIT/BATTERIES	Open	420.00	0.00		
04105 PITNEY BOWES GLOBAL FINANCIAL	14-00198	01/17/14	MAIL MACHINE 2014	Open	451.00	0.00		
04115 WHITE & WILLIAMS, LLP	13-03640	12/20/13	PROFESSIONAL SERVICES	Open	5,039.73	0.00		
04117 BILL ROLLINS	14-01000	04/22/14	LACROSSE OFFICIAL	Open	30.00	0.00		
04261 STATE OF NEW JERSEY	14-00913	04/08/14	1ST QTR UNEMPLOYMENT	Open	41,922.48	0.00		
04288 NUANCE COMMUNICATIONS INC*	14-00308	02/03/14	DICTAPHONE MAINT 01/1-12/31/14	Open	1,735.10	0.00		
04300 W B MASON CO INC*	14-00576	03/06/14	EXECUTIVE HIGH BACK CHAIR	Open	225.00	0.00		
	14-00911	04/08/14	SUPPLIES	Open	<u>381.32</u>	0.00		
					606.32			
04301 SEASHORE ASPHALT CORPORATION*	14-00946	04/11/14	ROADS/ PATCH/APRIL	Open	592.50	0.00		
04502 TODD LALIBERTE	14-01167	04/29/14	LACROSSE OFFICIAL	Open	105.00	0.00		
05102 DAVID THOMAS	14-01099	04/28/14	MEDICAL CLAIMS	Open	23.02	0.00		
06040 RICHARD STOCKTON COASTAL RSCH*	14-00158	01/14/14	#2013-317 FEMA MAP 1/2 MIDDLE	Open	6,591.84	0.00		
4104 DOUGLASS LANDSCAPING LLC*	14-00833	04/01/14	LANDSCAPING CONTRACT PAYMENTS	Open	5,547.50	0.00		B
5044 VICKI COLE	14-01002	04/22/14	LACROSSE OFFICIAL	Open	120.00	0.00		
6053 KIM GRUCCIO	14-01170	04/29/14	LACROSSE OFFICIAL	Open	180.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
6053	KIM GRUCCIO			Continued				
	14-01171	04/29/14	LACROSSE OFFICIAL	Open	<u>22.50</u>	0.00		
					202.50			
6059	USABLE LIFE							
	14-01160	04/28/14	MAY LIFE INSURANCE	Open	464.94	0.00		
6061	AMERIHEALTH ADMINISTRATORS							
	14-00995	04/22/14	APRIL 21 HEALTH & RX	Open	95,204.24	0.00		
	14-01100	04/28/14	MAY 2014 ADMIN	Open	25,779.90	0.00		
	14-01159	04/28/14	APRIL 28 HEALTH & RX	Open	<u>118,522.99</u>	0.00		
					239,507.13			
6088	CRAFT OIL CORPORATION*							
	14-00933	04/09/14	BULK HYDRAULIC H46 OIL	Open	1,500.18	0.00		
7037	ROBERT KING							
	14-00999	04/22/14	LACROSSE OFFICIAL	Open	60.00	0.00		
7074	J & B LOCKSMITHS*							
	14-00744	03/24/14	LOCKS FOR L.T.POOL	Open	760.00	0.00		
7113	PAUL J. GILLESPIE INC*							
	14-00467	02/19/14	PRECAST STORM DRAINS	Open	1,750.00	0.00		
7118	ABSECON SOCIAL & ATHLETIC CLUB							
	14-00503	02/25/14	BASKETBALL TOURN 3/8/14 ABSECO	Open	150.00	0.00		
7145	ANNETTE TOBIA							
	14-01102	04/28/14	RETURN RE-VEG BOND RES2012-129	Open	1,000.00	0.00		
7146	BEN SHAFFER & ASSOC, INC*							
	14-00902	04/07/14	PLAYGROUND PARTS	Open	658.96	0.00		
7148	L & H SUPPLY, INC*							
	14-00956	04/11/14	DELUXE CONTROL BOX-HOFFMAN PAR	Open	301.47	0.00		
7149	SIGNS PLUS, NEW IDEAS, NEW TEC*							
	14-00932	04/09/14	ANCHOR BOLT KIT	Open	125.00	0.00		
7153	SUSAN ZACCAGNINO							
	14-01003	04/22/14	LACROSSE OFFICIAL	Open	120.00	0.00		
7154	BIO-MEDICAL APPLICATIONS, INC							
	14-01006	04/23/14	RETURN OF UNUSED ESCROW	Open	4.10	0.00		
7155	MARY ROBERTSON							
	14-01007	04/23/14	RETURN OF UNUSED ESCROW	Open	154.89	0.00		
7156	S.W. BAJUS, LTD							
	14-01008	04/23/14	RETURN OF UNUSED ESCROW	Open	355.22	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7157 MARY ANN KILLEEN	14-01009	04/23/14	RETURN OF UNUSED ESCROW	Open	5.40	0.00		
7159 JOHN & SUSAN MCGARRITY	14-01053	04/25/14	RELEASE OF DEMO BOND	Open	1,000.00	0.00		
7161 MATTHEW & ASHLEY PEOPLES	14-01101	04/28/14	REFUND 2014 1ST QRT RES 14-138	Open	1,481.49	0.00		
7162 CARL D POPLAR	14-01157	04/28/14	PROFESSIONAL LEGAL SERVICES	Open	1,920.00	0.00		
CANCELO DON CANCELOSI	14-01001	04/22/14	LACROSSE OFFICIAL	Open	90.00	0.00		
FBINA FBINAA NJ CHAPTER*	14-00274	01/27/14	TRAINING-MASTRIANA 4/30/14	Open	125.00	0.00		
MAYERS SHAWN MAYER	14-01168	04/29/14	LACROSSE OFFICIAL	Open	60.00	0.00		
NJPSAC NJPSAC	14-00805	03/28/14	ANNUAL ACREDITATION DUES	Open	300.00	0.00		
Total Purchase Orders: 99				Total P.O. Line Items: 224	Total List Amount: 3,068,486.29	Total Void Amount: 0.00		

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

**RESOLUTION #**

**TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS**

Vendor	PO #	Description	CK	Amount
SHORE VETERINARIAN	14-00157	ANIMAL CONTROL- MAY 2014	52483	\$ 4,166.67
<b>Total Manual Checks</b>				\$ 4,166.67
<b>Total Computer Generated</b>				\$ 3,068,486.29
<b>Total Bill List</b>				\$ 3,072,652.96

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on May 5, 2014..

Julie Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014-132

TITLE: A RESOLUTION OF THE TOWNSHIP OF LOWER AWARDING A BID WITH S. VITALE  
PYROTECNIC INDUSTRIES, INC. TO PROVIDE FIREWORKS

**WHEREAS**, 2014-04 Notice to Bidders for the 2014 Independence Day Firework Show Barge Included with 2<sup>nd</sup> and 3<sup>rd</sup> Year Option was advertised on March 12, 2014 and accepted on March 25,2014 at 11:00 a.m.; and

**WHEREAS**, One (1) sealed bid was submitted and reviewed by the QPA and the Recreation Director, and the bidder has complied with the specifications and supplied all required certifications and bid documents and the CFO has determined sufficient funds are available in the budget as follows:

Current Budget- 01-30-420-299  
Trust Fund- Reserve for Fireworks

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

**WHEREAS**, the Township therefore desires to enter into an Agreement (the "Agreement") with S. Vitale Pyrotecnic Industries, Inc. with the terms and conditions set forth on EXHIBIT A attached hereto.

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

**AWARD TO: S. VITALE PYROTECHNIC INDUSTRIES INC.**

**TOTAL AWARD: \$ 41,500.00 - INCLUDES BARGE**

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

**2014 Fireworks Independence Day Event Contract**  
**AGREEMENT FOR PROVISION OF FIREWORKS**  
**IN ACCORDANCE WITH BID #2014-04**

THIS AGREEMENT is entered into on the 21st day of April 2014, by and between TOWNSHIP OF LOWER, a municipal corporation with offices located at 2600 Bayshore Road, Villas, New Jersey 08251 (hereinafter referred to as "Township") and PYROTECNICO, a New Jersey corporation with offices located at P.O. Box 149, New Castle, Pennsylvania 16103 (hereinafter referred to as "Pyrotecnico").

WHEREAS, the Township requires a fireworks display to be launched in the Delaware Bay on July 3, 2014 (the "Fireworks Display"), which is a highly specialized and qualitative service requiring a certain level of expertise, extensive training and a proven reputation in the field of fireworks display.

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

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

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

NOW, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

1. Scope of Services. Pyrotecnico agrees to provide and perform certain specialized services for Township in accordance with the terms and conditions of the Pyrotecnico Contract attached hereto as EXHIBIT A and incorporated herein by this reference as well as in conformance with this agreement and Bid No. 2014-04, the terms of which are also incorporated herein by reference. These items shall constitute the contract by and between the parties (the "Contract"). All terms and conditions of the Pyrotecnico Contract and the BID shall remain in full force and effect unless in conflict with this Agreement, in which case the terms of this Agreement shall control, or unless specifically modified by this Agreement.

2. Barge Company. Pyrotecnico shall also contract with a fully licensed and qualified Barge Company (the "Barge Company") to provide the barge services necessary for the Fireworks Display. Pyrotecnico shall be responsible for the Barge Company and all services to be provided by the Barge Company in connection with the Fireworks Display. The fireworks necessary for the Fireworks Display shall be loaded within Lower Township at the Dock of Cape Fisheries for display on the evening of July 3, 2014.

3. Scheduling Issues. The scheduled Fireworks Display shall be Tuesday, July 3, 2014, with a window start time of between 9:00 P.M. and 10:00 P.M. It will be determined by 6:00 A.M. on July 3, 2014 as to whether the Fireworks Display can occur due to weather conditions. In the event that the Fireworks Display is cancelled because of weather conditions, which determination shall be made by Pyrotecnico in consultation with the Township Manager, Fire Official and Chief of Police, all in accordance with the terms of the BID, a rain date will be determined if feasible.

4. Compensation. As a fee for providing the Fireworks Display, the Township shall pay to Pyrotecnico the sum of FORTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$41,500.00), which shall be due and payable on or before July 7, 2014. From this amount, Pyrotecnico shall compensate the Barge Company for its fee in providing the transportation services necessary for the Fireworks Display.

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

6. Severability. The terms, conditions, covenants, and provisions of this Agreement and Contract shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

7. Other Agreements. This Agreement, the Pyrotecnico Contract and BID No 2014-04, represent the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Agreement as compiled shall be enforceable unless the same shall be in writing and signed by the parties hereto.

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

9. Choice of Law/Venue. This Agreement, the Pyrotecnico Contract and BID # 2011-04 shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret This Agreement, the Pyrotecnico Contract and BID No 2011-04 shall be brought in the Superior Court of New Jersey, Cape May County and any language in any compiled document to the contrary is hereby superseded by this provision and of no force or effect.

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

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

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

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

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

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

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

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

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

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

F. Pyrotecnico, or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not

discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

ATTEST:

TOWNSHIP OF LOWER

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

BY: \_\_\_\_\_  
Michael E. Beck, Mayor

ATTEST:

PYROTECNICO

\_\_\_\_\_  
*Lori Carpenter*  
, Secretary

BY: \_\_\_\_\_  
*Lynn Ann Hamed*  
Representative

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

**RESOLUTION #2014-133**

**TITLE: A RESOLUTION REQUESTING RELEASE OF DEMOLITION BOND FOR  
BLOCK 528, LOT 65, 18 DELAIR ROAD, NORTH CAPE MAY**

**WHEREAS**, John J. McGarrity and Susan S. McGarrity, JT TEN WROS posted a Demolition Bond with the Township of Lower, in the amount of \$1,000.00; and

**WHEREAS**, the Township Building Inspector made a final inspection and the Certificate of Occupancy was issued April 15, 2014; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower that the demolition bond be and hereby is released.

**BE IT FURTHER RESOLVED** that the Township Treasurer is granted permission to issue a check in the amount of \$1,000.00 for payment of the above released demolition bond.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

MEMORANDUM

TO: Mayor Michael Beck &  
Council Members

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

DATE: April 24, 2014

RE: Release of Demolition Bond  
John & Susan McGarrity, JT TEM, WROS  
18 Delair Road  
North Cape May, NJ 08204  
Block 528, Lot 65  
Resolution #2014-133

Please release to the applicant the demolition bond that the Township is hold in trust, to assure the required demolition. A certificate of occupancy was issued April 15, 2014. Thank you.

WJG:las

att.

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

RESOLUTION #2014-134

**TITLE: APPROVAL FOR PYROTECNICO FIREWORKS 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:

1. July 3, 2014 for Lower Township / Rain Date July 5<sup>th</sup>
2. July 4, 2014 for Borough of Avalon
3. July 4, 2014 for Congress Hall Hotel ; and

**WHEREAS**, Pyrotecnico has provided the required proof of liability insurance required by 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 events listed above in accordance with all other necessary approvals and permits.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						



HEADQUARTERS

P.O. Box 149  
New Castle, PA 16103

OFFICE  
724. 652. 9555

TOLL FREE  
800. 854. 4705

FAX  
724. 652. 1288

WEB  
www.pyrotecnico.com

EMAIL  
info@pyrotecnico.com

U.S. LOCATIONS

Atlanta, GA	Montgomery, AL
Auburn, NY	New Castle, PA
Dallas, TX	New Orleans, LA
Fort Lauderdale, FL	Saluda, SC
Jaffrey, NH	Tampa, FL
Las Vegas, NV	Vineland, NJ

April 23, 2014

Ms. Julie Picard  
Lower Township  
2600 Bay Shore Road  
Villas, NJ 08251-1399

Subject: Request for Fireworks Resolution for Loading/Unloading of Product onto  
& off of barge.

Dear Julie:

I am requesting for a fireworks resolution for the following for Loading/Unloading of fireworks:

- 1) Lower Township – July 3, 2014 / Rain Date: July 5, 2014
- 2) Borough of Avalon – July 4, 2014
- 3) Congress Hall Hotel – July 4, 2014

Attached you will see the insurance certificates, Hold Harmless Agreement, NJ Surety Bond and First Light Inspection letter.

If you have any questions, please contact me at 856-697-1023.

Respectfully,

Raquel L. Flowers  
Fireworks Coordinator





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/2014

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

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

PRODUCER  
MCGRIFF, SEIBELS & WILLIAMS, INC.  
P.O. Box 10265  
Birmingham, AL 35202

CONTACT NAME: Melanie Allen  
PHONE (A/C No., Ext): 800-478-2211 FAX (A/C No.):  
E-MAIL ADDRESS: mail@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: RLI Insurance Company	13056
INSURER B: James River Insurance Company	12203
INSURER C: Cofin Specialty Insurance Company	15989
INSURER D: See Below	
INSURER E:	
INSURER F:	

INSURED  
S. Vitale Pyrotechnic Industries, Inc. dba Pyrotechnic  
P.O. Box 149  
New Castle, PA 16103

### COVERAGES

CERTIFICATE NUMBER: MMAARRYW

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	UBRR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			000292806	01/14/2014	01/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Policy Aggregate: \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED InterChg \$1mil			LFT0012742	01/14/2014	01/14/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$2500 deductible Coll. \$2600 deductible
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			000292826	01/14/2014	01/14/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	738720860102-California Ins. Co 738720860101-Continental Indemnity Co. (Blanket Waiver of Subrogation Incl)	06/07/2013	06/07/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS UMBRELLA COVERAGE			XSA2002800115	01/14/2014	01/14/2016	X8 Underlying \$4, Mil \$ \$ \$

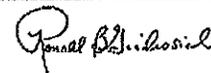
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 401, Additional Remarks Schedule, if more space is required)

Fireworks Display Date: July 4, 2014 / Rain Date: To Be Determined  
Location: On Barge Atlantic Ocean 1/4 to 1/2 mile off of 30th Street Beach - Avalon, NJ  
Lower Township, NJ - Northstar Marine, Inc. - Cape Atlantic Fisheries.  
The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions.  
The Certificate Holder is Additional Insured with respect to General Liability as required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

Borough of Avalon  
3100 Dune Dr.  
Avalon, NJ 08202

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




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2014

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

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

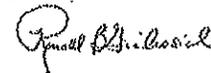
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 40265 Birmingham, AL 35202	CONTACT NAME: Melanie Allen PHONE (A/C, No, Ext): 800-476-2211 E-MAIL ADDRESS: mail@mcgriff.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED S. Vitale Pyrotechnic Industries, Inc. dba Pyrotechnic P.O. Box 149 New Castle, PA 16103	INSURER A: RL Insurance Company	NAIG # 13988
	INSURER B: James River Insurance Company	12203
	INSURER C: Catlin Specialty Insurance Company	16989
	INSURER D: See Below	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 9EL673P3 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		000292608	01/14/2014	01/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Aggregate: \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (Dr InterChg Strn) <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		LFT0012742	01/14/2014	01/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$2500 deductible Coll. \$2000 deductible
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		000292626	01/14/2014	01/14/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	730720960102-California Ins. Co 730720960101-Continental Indemnity Co. (Blanket Waiver of Subrogation Incl)	08/07/2013	08/07/2016	<input checked="" type="checkbox"/> WC STATU- JOBY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS UMBRELLA COVERAGE		XSA2002600115	01/14/2014	01/14/2015	<input checked="" type="checkbox"/> Underlying \$4, Mil \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Fireworks Display Date: July 4, 2014  
 Location: On barge Atlantic Ocean, Cape May, NJ  
 City of Cape may, NJ - Lower Township, NJ - North Star Marine, Inc. - Cape May Atlantic Fisheries.  
 The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions.  
 The Certificate Holder is Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER  Congress Hall Hotel PO Box 150 Cape May, NJ 08204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

FIREWORKS DISPLAY  
HOLD HARMLESS AGREEMENT

Between the Borough/Township/City/County of LOWER TOWNSHIP  
and Pyrotecnico (Contractor).

WITNESSETH:

1. Pyrotecnico (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of LOWER TWP 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:

FIREWORKS SEE BELOW  
Event: \_\_\_\_\_ Date: \_\_\_\_\_ Rain Date: \_\_\_\_\_

Dated: 4.23.14 Signed: \_\_\_\_\_  
(Contractor)

Witness: Raqueel R. Flowers

LOWER TOWNSHIP: JULY 3, 2014 / RAIN DATE: JULY 5, 2014  
CONGRESS HALL HOTEL: JULY 4, 2014  
BOROUGHOF AVALON: JULY 4, 2014

LOADING/UNLOADING PRODUCT

Bond No: 21BSBFH9165  
Bond Amount: \$2,500.00  
Bond Term: 1/30/14 to 1/30/15

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 S. Vitale Pyrotechnic Ind. Inc. dba Pyrotechnico  
Fireworks Vendor

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

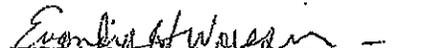
Principal, are held and stand firmly bound unto the Treasurer and Receiver General of the State of New Jersey in the just sum of TWO THOUSAND FIVE HUNDRED dollars (\$2,500) to be paid to the Treasurer and Receiver General or his successor in office, to which payment well and truly to be made, we hereby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

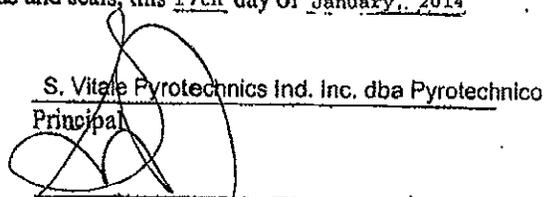
The Condition of this Obligation, is such that if the said, Hartford Fire Insurance Company, his heirs, executors and administrators, successors and assigns, shall pay any judgment obtained in an action brought against the said S. Vitale Pyrotechnic Ind. Inc. dba Pyrotechnico for discharging,  
Fireworks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

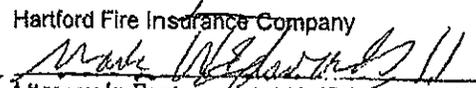
firing-off, exploding or displaying of said fireworks at any public exhibition or exhibitions hereof, for or on account of any loss, damage or injury resulting to persons or property by reason of the said discharging, firing-off, exploding or displaying of said fireworks, at said public exhibition or 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 17th day of January, 2014

  
WITNESS

  
WITNESS

  
S. Vitale Pyrotechnics Ind. Inc. dba Pyrotechnico  
Principal

Hartford Fire Insurance Company  
  
Attorney In Fact Mark W. Edwards, II

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4  
One Hartford Plaza  
Hartford, Connecticut 06155  
call: 888-266-3488 or fax: 860-757-5835

# POWER OF ATTORNEY

Agency Code: 21-250036

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- 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 M. Verdin of Metairie LA; Robert Read Davis of Atlanta GA; Mark W. Edwards II, Jeffrey M. Wilson, Ronald B. Giadrosich, Alisa B. Ferris, Robert R. Freel, 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 January 17, 2014  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



HEADQUARTERS

P.O. Box 149  
New Castle, PA 16103

OFFICE  
724. 652. 9555

TOILE FREE  
800. 854. 4705

TAX  
724. 652. 1288

WEB  
[www.pyrotecnico.com](http://www.pyrotecnico.com)

EMAIL  
[info@pyrotecnico.com](mailto:info@pyrotecnico.com)

U.S. LOCATIONS

Atlanta, GA	Montgomery, AL
Auburn, NY	New Castle, PA
Dallas, TX	New Orleans, LA
Fort Lauderdale, FL	Saluda, SC
Jaffrey, NH	Tampa, FL
Las Vegas, NV	Vineland, NJ

April 23, 2014

Ms. Jodi Picard  
Lower Township  
2600 Bayshore Road  
Villas, NJ 08251

Dear Jodi,

A representative from our company will do a first light inspection at The Atlantic Cape Fisheries in Lower Township as well as an inspection on beach front starting at Town Bank Road heading South all the way to the Light House the morning of first light on July 4<sup>th</sup>, 2014 and July 5, 2014 for the loading/unloading of product for Lower Township, NJ, Borough of Avalon, NJ and Congress Hall Hotel, Cape May, NJ. 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 #2014-135

**TITLE: AWARD OF A PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING**

WHEREAS, the Township of Lower ("Township") has a need to acquire an architect as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will exceed \$17,500, and OSK Design Partners, PA has submitted a proposal indicating that they will provide the goods or services described above for a price not to exceed \$ 192,000.00.; and

WHEREAS, the term of this contract is until completion of the project; and the CFO has determined sufficient funds will be available in the current budget as follows:

Appropriation # C-04-55-414-910 Bond Ordinance #13-10

Signature \_\_\_\_\_

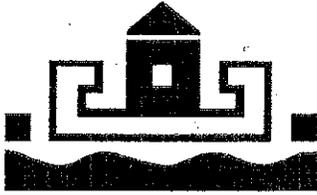
WHEREAS, OSK Design Partners, PA has completed and submitted a Business Entity Disclosure Certification which certifies that OSK Design Partners, PA has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit OSK Design Partners, PA from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Lower hereby approves a contract with OSK Design Partners, PA for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						



# OSK DESIGN PARTNERS, PA

## ARCHITECTS and LAND PLANNERS

□ 17 West Knight Avenue, Suite 200, Collingswood, New Jersey 08108 (Mail)  
 □ 9616 Second Avenue, Suite 201, Stone Harbor, New Jersey 08247  
 Phone: (856) 854-0580 Fax: (856) 854-0993 www.oskdesignpartners.com.

Founder: JOHN J. OLIVIERI (1956-1999)  
 Principal: DANIEL A. SHOUSKY, AIA, PP (NJ 08490)  
 Principal: PAUL A. KISS, AIA, PP (NJ 11517) \*

Partner: GERALD S. BLACKMAN, JR, AIA, PP (NJ 17113) \*\*  
 Associate: STEVEN J. BOLOGNO, RA (NY 028461)

April 25, 2014

Mr. Michael J. Voll  
 Township Manager  
**Township of Lower**  
 2600 Bayshore Road  
 Villas, NJ 08251

**Re: Proposal for Professional Services**  
*Request for Proposal*  
**Proposed Lower Township Police Department Building**  
 2600 Bayshore Road  
 Villas, NJ 08251

Dear Michael,

Our office has prepared the attached form of agreement for the above referenced project. Our office included our revised proposal for professional services dated April 25, 2014. The proposal includes the fees for professional services for schematic design, design development, preparation of construction documents, bidding/negotiation phase administration and construction phase administration services necessary for the project. Our proposal also includes the fees for the professional services of the structural engineer and MEP engineer (mechanical, electrical and plumbing) that would be necessary for the project. The fees for the professional services of a civil engineer and geotechnical engineer that would be necessary for the project are not included in our proposal. The geotechnical engineer should be contracted directly with the Township.

The total fees for professional services for the project, except for civil engineering, land surveying, geotechnical engineering and construction inspection/testing are as follows:

Discipline	Company Name	Fees	Remarks
Architecture	<i>OSK Design Partners, PA</i>	\$130,000	
Reimbursable Expenses	<i>OSK Design Partners, PA</i>	\$5,000	Allowance
Structural Engineer	<i>Michael A. Beach &amp; Associates, LLC</i>	\$22,000	Contracted w/ Architect
MEP Engineer	<i>Holstein White, Inc.</i>	\$35,000	Contracted w/ Architect
<i>Total</i>		<i>\$192,000</i>	<i>OSK Agreement</i>

The professional services fees listed in the table above would be separated into the schematic design (SD) design development (DD)/construction documents (CD), bidding/negotiation (BN) and construction administration (CA) phases as follows:

Delaware (\* S5-0006400) and (\*\* S5-0007857) • Florida (\* AR-0014467) • Georgia (\* 009817) • Illinois (\* 001.017909)  
 Maryland (\* 13867) • Massachusetts (\* 31760) • New York (\* 028672) • Pennsylvania (\* RA013354B) and (\*\* RA406016)  
 Virginia (\* 0401016206) • West Virginia (\* 3630) • Wisconsin (\* A-9538-005)

**Proposal for Professional Services**

*Lower Township Police Department Building*

4/25/2014

Pg. 2

Company Name	SD	DD/CD	BN	CA	Reimb Expenses	Total
<i>OSK Design Partners, PA</i>	\$15,000	\$60,000	\$6,000	\$49,000	\$5,000	\$135,000
<i>Michael A. Beach &amp; Associates, LLC</i>		\$18,000		\$4,000		\$22,000
<i>Holstein White, Inc.</i>	\$19,250	\$12,250	\$1,750	\$1,750		\$35,000
Total	\$34,250	\$90,250	\$7,750	\$54,750	\$5,000	\$192,000

The professional services of a structural and a MEP engineer for the project is included in our agreement with the Township for the project. The professional services of a geotechnical engineer, civil engineer, land surveyor and construction inspection/testing agency for the project is not included in our agreement with the Township for the project.

Please do not hesitate to contact our office if you have any comments or questions.

Sincerely,



Daniel A. Shousky, AIA, PP  
Principal  
*OSK Design Partners, PA*

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

RESOLUTION #2014-136

TITLE: APPROVAL TO MEDIA FIVE ENTERTAINMENT LTD FOR FOUR (4) CONCERT SERIES TO BE HELD AT DELAWARE RIVER BAY AUTHORITY FERRY TERMINAL

WHEREAS, the Lower Township Recreation Department is contracting four (4) events with Media Five Entertainment Ltd which will take place at the Ferry Terminal for the following dates and fees:

TO: Media Five for the following shows:

Sensational Soul Cruisers	July 16, 2014	\$ 4,000.00
The B Street Band	July 30, 2014	\$ 3,500.00
Eagle Mania	August 6, 2014	\$ 3,500.00
Danny V's 52 <sup>nd</sup> St Band the Ultimate	August 13, 2014	\$ 3,500.00
	<b>TOTAL</b>	<b><u>\$14,500.00</u></b>

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

WHEREAS, the DRBA has authorized a contribution of \$7,250.00 towards the entertainment events; and

WHEREAS, the CFO has determined sufficient funds are available in the budget under Celebration of Public Events 4-01-30-420-299 as evidenced by the

CFO's signature \_\_\_\_\_

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Mayor is hereby authorized and directed to sign the attached agreement with Media Five Entertainment Ltd.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						



For Artist Logo & Photo Log onto: www.MediaFiveEnt.com

MEDIA FIVE Ltd
3005 Brodhead Road Suite 170 Bethlehem, PA 18020
TEL: 610.954.8100 FAX: 610.954.8118

("Booking Agent")

ENGAGEMENT AGREEMENT

CONTRACT NO. 64031

NJ License# BWO366500

M5 Copy/Page 2 of 3

1. This Agreement made on November 6, 2013 between Steven Barlotta and Lower Twsp Recreation Dept/Mike herein referred to as "Artist" providing the services of SENSATIONAL SOUL CRUISERS and Lower Twsp Recreation Dept/Mike herein referred to as "Purchaser."

A. Place of Engagement Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ
B. Type of Engagement

2. A. Date(s) of Engagement Wednesday July 16, 2014 B. Hours of Engagement 4:45-8:00 C. Sets 2-75

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee. 71 P.S. 570(b)(1) \*\*All transportation costs are the responsibility of the artist. Average cost of transportation is \_\_\_\_\_.

3. Engagement Price Agreed Upon \$4,000.00 Per Night; \$1500 buyout if canceled by rain in advance of leaving. Once they arrive and canceled for rain, \$2500 to be paid. Need dressing room for 12, hospitality and parking for 12 vehicles.

4. Special Requirements Of Artists [ ] If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".
A. Provide one lockable private dressing room and adequate electrical power to run artist.
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.

C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
5. [ ] Purchaser to provide first class sound, lights & operators [ ] Purchaser to provide first class sound & lights [ ] Purchaser to provide first class partial PA
[ ] Purchaser to provide first class lights [ ] and to provide Sound & Lights [ ] Artist Sound check deadline

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

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

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

9. [ ] By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

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

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

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

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

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

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

16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the Jurisdiction of said courts and waives the right to change venue.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Twsp Recreation Dept/Mike Voll

Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Steven Barlotta 13-3992593

Artist Name / Federal ID#

(By) \_\_\_\_\_

XBy \_\_\_\_\_

Purchaser Signature (or an authorized agent thereof)

Lower Cape May Recreation
2600 Bayshore Road
Villas NJ 08251

Artist Signature (or an authorized agent thereof)

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

David Sestak
Booking Agent

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

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

Accepted and Agreed to (solely as to those provisions of the Agreement which apply to the Artist) by the Artist:



# MEDIA FIVE ENTERTAINMENT

For Artist Logo & Photo Log onto:  
www.MediaFiveEnt.com

**MEDIA FIVE Ltd**  
3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
TEL: 610.954.8100 FAX: 610.954.8118

("Booking Agent")

## ENGAGEMENT AGREEMENT

CONTRACT NO.  
**63884**

NJ License# BWO365500

**Artist Copy/Page 3 of 3**

1. This Agreement made on **October 21, 2013** between **c/o Will Forte** herein referred to as "Artist" providing the services of **The B STREET BAND a tribute to the Boss!** Lower Twsp Recreation Dept/Mike herein referred to as "Purchaser."

A. Place of Engagement **Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ**  
B. Type of Engagement

2. A. Date(s) of Engagement **Wednesday July 30, 2014** B. Hours of Engagement **4:45-8:00** C. Sets **2-75s**

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee, 71 P.S. 570(b)(1) \*All transportation costs are the responsibility of the artist. Average cost of transportation is \_\_\_\_\_.

3. Engagement Price Agreed Upon  
**\$3,500.00 Per Night**

4. **Special Requirements Of Artists**  If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".

A. Provide one lockable private dressing room and adequate electrical power to run artist.  
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.  
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.

5.  Purchaser to provide first class sound, lights & operators  Purchaser to provide first class sound & lights  Purchaser to provide first class partial PA  
 Purchaser to provide first class lights  Expand to provide Sound & Lights  Artist Sound check deadline

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

7. **DEPOSIT RECEIVED - Date:** Amount: **\$1,000.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

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

9.  By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

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

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

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

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

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

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

16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction of said courts and waives the right to change venue.

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

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

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

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

20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.

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

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

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

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

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

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

27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Boas St, Room 1623 Harrisburg, PA 17121.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Lower Twsp Recreation Dept/Mike Voll**

Purchaser Name

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**c/o Will Forte 42-1703538**

Artist Name / Federal ID#

XBy \_\_\_\_\_

Purchaser Signature (or an authorized agent thereof)  
Lower Cape May Recreation  
2600 Bayshore Road  
Villas NJ 08251

XBy \_\_\_\_\_

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

**David Sestak**  
Booking Agent

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

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



For Artist Logo & Photo Log onto:  
www.MediaFiveEnt.com

**MEDIA FIVE Ltd**

3005 Brodhead Road Suite 170 Bethlehem, PA 18020  
TEL: 610.954.8100 FAX: 610.954.8118

CONTRACT NO.  
**64370**

NJ License# BWO365500

**Purchaser Copy/Page 1 of 3**

("Booking Agent")  
**ENGAGEMENT AGREEMENT**

1. This Agreement made on **January 2, 2014** between **Sean D. Gilday** herein referred to as "Artist" providing the services of **EagleMania** and **Lower Twsp Recreation Dept/Mike** herein referred to as "Purchaser."

A. Place of Engagement **Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ**  
B. Type of Engagement

2. A. Date(s) of Engagement **Wednesday August 6, 2014** B. Hours of Engagement **4:45-8:00** C. Sets **2-75**

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee. 71 P.S. 570(b)(1) \*All transportation costs are the responsibility of the artist. Average cost of transportation is \_\_\_\_\_.

3. Engagement Price Agreed Upon **\$3,500.00** Per Night; \$1750 buy out if the date is cancelled by rain in advance of leaving; once they arrive and are cancelled for rain \$2500 to be paid

4. **Special Requirements Of Artists**  If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".  
A. Provide one lockable private dressing room and adequate electrical power to run artist.  
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.  
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.

5.  Purchaser to provide first class sound, lights & operators  Purchaser to provide first class sound & lights  Purchaser to provide first class partial PA  
 Purchaser to provide first class lights  and to provide Sound & Lights  Artist Sound check deadline

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

7. DEPOSIT RECEIVED - Date: \_\_\_\_\_ Amount: **\$1,000.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

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

9.  By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Event Insurance is the sole responsibility of the purchaser.
11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking Agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this agreement is signed on behalf of Artist.
15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the Jurisdiction of said courts and waives the right to change venue.
17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
  - (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
  - (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.
21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Boas St, Room 1623 Harrisburg, PA 17121.
28. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Lower Twsp Recreation Dept/Mike Voll**

Purchaser Name

**Michael J. Voll**

Township Manager

Township of Lower

2600 Bayshore Rd., Villas, NJ 08251

XBy

Purchaser Signature (or an authorized agent thereof)

Lower Cape May Recreation  
2600 Bayshore Road  
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Sean D. Gilday 262913633**

Artist Name / Federal ID#

XBy \_\_\_\_\_

Artist Signature (or an authorized agent thereof)

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

**David Sestak**  
Booking Agent

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

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



For Artist Logo & Photo Log onto: www.MediaFiveEnt.com

MEDIA FIVE Ltd

3005 Brodhead Road Suite 170 Bethlehem, PA 18020

TEL: 610.954.8100 FAX: 610.954.8118

("Booking Agent")

ENGAGEMENT AGREEMENT

CONTRACT NO. 64033

NJ License# BWO365500

Purchaser Copy/Page 1 of 3

1. This Agreement made on November 6, 2013 between Danny V's 52nd Street Band The Ultimate Lower Twsp Recreation Dept/Mike herein referred to as "Artist" providing the services of here in referred to as "Purchaser."

A. Place of Engagement Lower Cape May Recreation, 2600 Bayshore Road, Villas, NJ
B. Type of Engagement

2. A. Date(s) of Engagement Wednesday August 13, 2014 B. Hours of Engagement 4:45-8:00 C. Sets 2-3

No modeling or theatrical agency may charge a fee for its services until it has secured an assignment for an applicant, which assignment has been accepted by the applicant and where the applicant and the person with whom the assignment has been secured have agreed on a fee. 71 P.S. 570(b)(1) \*\*All transportation costs are the responsibility of the artist. Average cost of transportation is \_\_\_\_\_.

3. Engagement Price Agreed Upon \$3,500.00 Per Night

4. Special Requirements Of Artists If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".
A. Provide one lockable private dressing room and adequate electrical power to run artist.
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.

5. Purchaser to provide first class sound, lights & operators Purchaser to provide first class sound & lights Purchaser to provide first class partial PA
Purchaser to provide first class lights Band to provide Sound & Lights Artist Sound check deadline

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

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

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

9. By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

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

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

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

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

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

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

16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction of said courts and waives the right to change venue.

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

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

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

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

20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.

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

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

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

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

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

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

27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Boas St, Room 1623 Harrisburg, PA 17121.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Twsp Recreation Dept/Mike Voll

Purchaser Name

XBy

[Handwritten signature of Michael J. Voll]

Michael J. Voll Township Manager Township of Lower 2600 Bayshore Rd., Villas, NJ 08251

Purchaser Signature (or an authorized agent thereof)

Lower Cape May Recreation 2600 Bayshore Road Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Artist Name / Federal ID#

XBy

Artist Signature (or an authorized agent thereof)

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

David Sestak Booking Agent

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

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

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

RESOLUTION # 2014- 137

TITLE:                    **AWARD 2<sup>ND</sup> YEAR OPTION FOR CONCESSION CONTRACT FOR  
2014 INDEPENDENCE DAY FESTIVAL TO WIZARDS FESTIVAL OF FUN INC.**

**WHEREAS**, the Township of Lower advertised for request for proposals for the Concession Contract for the Independence Day Festival Event for 2013 with an option for year 2014, which was advertised on March 13, 2013 and due by March 26, 2013 at 11:00 a.m.; and

**WHEREAS**, one proposal was received and awarded on April 18, 2013, to **Wizards Festival of Fun Inc.** as per Resolution #2013-1169 with an option for 2014 upon approval by a resolution of the governing body; and

**WHEREAS**, the Township of Lower is awarding the final 2<sup>rd</sup> year option for the 2014 Independence Day Festival Concession Contract for Rides and entertainment to:

AWARD TO:    WIZARDS FESTIVAL OF FUN INC.

TOTAL:           \$12,900.00 with \$1.00 per ride from participants.

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

Appropriation # :       4-01-30-420-299

CFO Signature:         \_\_\_\_\_

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor and Clerk are hereby authorized and directed to execute the contract for the same, which will then be submitted to the Atlantic County Municipal Joint Insurance Fund for final insurance review.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSON						
CLARK						
BECK						

**2014 CONCESSION AGREEMENT WITH WIZARDS FESTIVAL OF FUN INC.**

THIS CONCESSION AGREEMENT is entered into on the 5<sup>th</sup> day of May, 2014, by and between TOWNSHIP OF LOWER, a municipal corporation with offices located at 2600 Bayshore Road, Villas, New Jersey 08251, hereinafter referred to as "Township" and WIZARDS FESTIVAL OF FUN INC, hereinafter referred to as "Wizards Festival of Fun Inc."

WITNESSETH:

WHEREAS, the Township desires to grant a concession for entertainment and amusements for its Independence Day Festival on July 3, 2014;

WHEREAS, the Township desires to approve the selection of Wizards Festival of Fun Inc. to perform these services and to enter into this Agreement with Wizards Festival of Fun Inc. in accordance with the terms and conditions set forth herein; and

Now, THEREFORE, with the foregoing recital paragraphs incorporated herein by this reference and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto, intending to be legally bound hereby covenant and agree as follows:

1. Grant of Concession. Wizards Festival of Fun Inc. agrees to provide amusement rides and related activities in the Township in accordance with the terms and conditions as set forth on the Proposal attached hereto as EXHIBIT A and incorporated herein by this reference (the "Proposal"). **The Township agrees to pay a fee of \$12,900 (TWELVE THOUSAND NINE HUNDRED DOLLARS) to Wizards Festival of Fun Inc.** All terms and conditions of the Proposal shall remain in full force and effect unless in conflict with this Agreement, in which case the terms of this Agreement shall control, or unless specifically modified by this Agreement.
2. Hours of Event. Wizards Festival of Fun Inc. shall provide the services set forth in the Proposal and this Agreement on July 3, 2014 between the hours of 5 P.M. until 9 P.M. In the event the fireworks display is postponed because of weather conditions or other reasons, the parties agree there will be no additional rain dates and payment shall be made in full.
3. The Event Location. The amusement rides set forth on EXHIBIT A shall be set up along the streets in the vicinity of Shore Drive between Lincoln Blvd. and Emerson Avenue adjoining the Cape May Ferry Landing. Wizards Festival of Fun Inc. shall consult with the Township prior to the set up dates to determine the exact location of amusement rides and entertainment.
4. Charge to the Public. The only amount that Wizards Festival of Fun Inc. will be permitted to charge for all rides and amusements will be ONE (\$1.00) DOLLAR PER RIDE.
5. Indemnification/Hold Harmless and Insurance. Wizards Festival of Fun Inc. shall provide an executed Hold Harmless Agreement in the form attached hereto as EXHIBIT B and shall comply with the insurance requirements which are set forth on EXHIBIT C.
6. Assignment. Services provided under this Agreement and the Proposal are for the exclusive use of Township. Neither Township nor Wizards Festival of Fun Inc. shall assign its interest in this Agreement or the Proposal without the written consent of the other.
7. Severability. The terms, conditions, covenants, and provisions of this Agreement and Proposal shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
8. Other Agreements. This Agreement and Proposal represent the entire agreement between the parties hereto and there are no other or collateral oral agreements or understandings. No addition, modification or variation from this Agreement or Proposal shall be enforceable unless the same shall be in writing and signed by the parties hereto.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. Choice of Law/Venue. This Agreement and Proposal shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement or Proposal shall be brought in the Superior Court of New Jersey, Cape May County.
11. Waiver. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them under or connected with this Agreement or Proposal or any of the provisions or any negotiations in connection therewith.
12. Paragraphs. The titles to paragraphs of this Agreement are for convenience of reference only, and are not to be construed as defining, limiting or modifying the scope or intent of any of the terms and conditions of this Agreement.
13. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
14. Approval by Township Council. This Agreement is contingent upon approval by the Township Council of the Township of Lower, Cape May County.
15. Compliance with Laws and Regulations. During the performance of this Agreement, Wizards Festival of Fun Inc. agrees as follows:
- A. Wizards Festival of Fun Inc., or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Wizards Festival of Fun Inc. will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Wizards Festival of Fun Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.
  - B. Wizards Festival of Fun Inc., or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Wizards Festival of Fun Inc., state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
  - C. Wizards Festival of Fun Inc., or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of Wizards Festival of Fun Inc.' commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. Wizards Festival of Fun Inc., or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
  - E. Wizards Festival of Fun Inc., or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
  - F. Wizards Festival of Fun Inc., or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement

bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- G. Wizards Festival of Fun Inc., or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- H. Wizards Festival of Fun Inc., or subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c.127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

ATTEST:

TOWNSHIP OF LOWER

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

BY: \_\_\_\_\_  
Michael Beck, Mayor

ATTEST:

WIZARDS FESTIVAL OF FUN INC.

BY: \_\_\_\_\_  
Al Belmont, President

**AMUSEMENT RIDES HOLD HARMLESS AGREEMENT**

**AS PER MEL JIF REQUIREMENTS**

Between the Borough/Township/City/County of **TOWNSHIP OF LOWER** and

WIZARDS FESTIVAL OF FUN INC.  
(Contractor).

WITNESSETH:

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

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

Workers Compensation/Employers Liability: \$500,000 Statutory Amount

General Liability: \$1,000,000 per occurrence  
\$2,000,000 general aggregate

Automobile Liability: \$1,000,000 per occurrence

Umbrella Liability:

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

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

Event: July 3, 2014 (Independence Day Event) Date: 7/3/2014 Rain Date: N/A

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Authorized Signature of the Contractor

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

Witness Name: \_\_\_\_\_

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

RESOLUTION #2014-138

TITLE: AUTHORIZATION FOR REFUND OF TAXES

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

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
750	4	Matthew & Ashley Peoples	Paid twice	1,481.49

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

Julie A Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-139

**TITLE: AUTHORIZATION FOR THE TOWNSHIP OF LOWER TO APPLY FOR AN EMERGENCY MANAGEMENT AGENCY ASSISTANCE SUBGRANT**

**WHEREAS**, the Lower Township Office of Emergency Management desires to apply for and obtain an Emergency Management Agency Assistance Subgrant. The Subgrant, consisting of a total amount of \$10,000.00, including \$5,000.00 Federal Award and \$5,000.00 local matching funds, is for the purpose of enhancing Lower Township's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

**WHEREAS**, the Subgrant award incorporates all conditions and representations contained or made in application; and

**WHEREAS**, the Lower Township Office of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Police Office of Emergency Management; and

**WHEREAS**, the Application for Subgrant Award calls for a match in the amount of \$5,000.00 which the Lower Township Office of Emergency Management adequately satisfies through the 2013 Lower Township approved budget for salaries and wages and fringe benefits.

**BE IT THEREFORE RESOLVED**, that the Township of Lower does hereby authorize the application for such a grant; and, upon receipt of the grant agreement from the New Jersey State Police, Office of Emergency Management, does further authorize the execution of the grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey State Police, Office of Emergency Management.

**BE IT FURTHER RESOLVED** that Lauren Read, the Chief Fiscal Officer, Michael E. Beck, the Mayor and Gary Douglass, Emergency Management Coordinator are authorized to sign the appropriate subgrant award documents; and

**BE IT FURTHER RESOLVED** that copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management; the Director of the Division of Local Government Services; Lauren Read, Chief Financial Officer; Gary Douglass, Emergency Management Coordinator and the Office of the Treasury.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

CAPE MAY COUNTY



OFFICE OF EMERGENCY MANAGEMENT  
30 WEST MECHANIC STREET, CAPE MAY COURT HOUSE, NJ 08210

{Office} 609.463.6570 {Fax} 609.463.0252 {Email} mpagliughi@co.cape-may.nj.us

Gerald M. Thornton, Freeholder      Martin L. Pagliughi, Director      Arthur E. Treon, Deputy

COUNTY OF CAPE MAY  
SUBGRANT AWARD

PROJECT TITLE	SUBGRANT AMOUNT		
FY2013 EMAA	FEDERAL	\$	5,000.00
IMPLEMENTING AGENCY/PROJECT	MATCH	\$	5,000.00
	TOTAL	\$	10,000.00
SUBGRANTEE: TOWNSHIP OF LOWER	DATE OF AWARD: October 1, 2013		
STATE ACCOUNT NO.: N/A	CFDA No. : 97.042		

In accordance with the provisions of the 2013 Emergency Management Performance Grant Program and based on the application, the County of Cape May hereby awards to the above-named sub grantee a sub grant in the amount specified for the purposes set forth in the approved application.

This sub grant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions and Special Conditions made part of this sub grant award, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under OMB Circular A-133 and/or State Circular Letter 04-04 (if applicable).

This sub grant Award incorporates all conditions and representations contained or made in the application and notice of award # (if applicable).

FOR THE COUNTY OF CAPE MAY

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name of Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Fiscal Officer (If applicable)

\_\_\_\_\_  
Project Director (if applicable)

FOR THE TOWNSHIP OF LOWER

  
\_\_\_\_\_  
Signature of Authorizing Official

Gary Douglass, OEM Coordinator  
Printed Name of Official and Title

4/28/14  
\_\_\_\_\_  
Date

**FY13-EMPG-EMAA-0505**  
**Sub grant Award Number**

Sub grant Period \_\_\_\_\_

Sub grantee Fiscal Year Start Date \_\_\_\_\_

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

RESOLUTION # 2014- 140

**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](http://www.govdeals.com) and sell the Township surplus property.

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

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

- (7) K55 Radar Units
- (4) K55 Doppler Radar

FA# 600,881,886,900,908,913,927,934,943,965,971

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

RESOLUTION #2014-141

TITLE: ISSUANCE OF 2014 TAXI OPERATOR LICENSE

WHEREAS, an application has been submitted by G-Taxi Company in compliance with Ord. #2000-4 for a Taxi Operator License; and

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

NOW, THEREFORE, BE IT RESOLVED, the Clerk is hereby authorized to issue the following:

G- TAXI OPERATOR LICENSE

<u>License Type</u>	<u>Description</u>
Operator	Chris Mapp

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-142

TITLE: APPOINTMENT OF CONFLICT BOND COUNSEL FOR THE YEAR 2014  
WITHOUT PUBLIC BIDDING

WHEREAS, the Township of Lower ("Township") has a need to acquire CONFLICT BOND COUNSEL as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Township has determined and certified in writing that the value of the acquisition will not exceed \$17,500, and Parker McCay, P.A. has submitted a proposal indicating that they will provide the goods or services described above; and

WHEREAS, the term of this contract will be until December 31, 2014; and the CFO has determined sufficient funds will be available:

Appropriation: Applicable Bond Ordinances

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

WHEREAS, Parker McCay P.A. has completed and submitted a Business Entity Disclosure Certification which certifies that Parker McCay, P.A. has not made any reportable contributions to a political or candidate committee in the Township of Lower in the previous one year, and that the contract will prohibit Parker McCay, P.A. from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby approves a contract with Parker McCay, P.A. for the goods and services herein described and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and that a notice of Award of Professional Contract for the above appointment shall be published in the Township's Official paper.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

## AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_ day of April, 2014 ("Agreement") between the Township of Lower, County of Cape May, New Jersey and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Lawrenceville and Atlantic City, New Jersey.

### BACKGROUND

**WHEREAS**, the Township of Lower, in the County of Cape May, New Jersey ("Township") is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance and/or assumption of debt; and

**WHEREAS**, Parker McCay P.A., Mount Laurel, Lawrenceville and Atlantic City, New Jersey ("Conflict Bond Counsel") has heretofore been appointed by the Township to provide such legal services; and

**WHEREAS**, the parties desire hereby to set forth the terms and conditions under which Conflict Bond Counsel will provide legal services for the Township.

**NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

**Section 1.** As requested, Conflict Bond Counsel will undertake the following tasks:

- A. Conflict Bond Counsel will provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Conflict Bond Counsel will provide legal services in connection with the issuance of short-term obligations, as set forth in Section 1.D. below.
- C. Conflict Bond Counsel will provide legal services in connection with the issuance of long-term obligations, as set forth in Section 1.D. below.
- D. With respect to the issuance of short-term obligations ("Notes") and long-term obligations ("Bonds"), Conflict Bond Counsel will undertake the following tasks, as applicable and appropriate.
  1. Conflict Bond Counsel will meet with Township officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.
  2. Conflict Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Conflict Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

3. Conflict Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
4. Conflict Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
5. After the sale of the Bonds or Notes, Conflict Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Conflict Bond Counsel will attend the closing with appropriate Township officials, at which time the Bonds or Notes will be delivered, payment will be made for the Bonds or Notes and Conflict Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
  - a. the Bonds or Notes are legal, valid and binding obligations of the Township enforceable in accordance with the terms thereof; and
  - b. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
    - (i) excluded from gross income for federal income tax purposes; and
    - (ii) exempt from New Jersey income tax.

In rendering the opinion, Conflict Bond Counsel will rely upon the certified proceedings and other certifications of Township officials and other persons furnished to us without undertaking to verify the same by independent investigation.

6. Conflict Bond Counsel does not advocate the interests of the Township or any other party in the transaction. Conflict Bond Counsel assumes that the Township will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.

**Section 2.** The Township will make payment to Conflict Bond Counsel for services rendered in accordance with the following schedule:

- A. For services rendered pursuant to Section 1.A. above, the Township will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$95 to \$275 per hour depending on the attorney or paralegal involved. The Township will be advised of any changes in the hourly rates. Invoices for services rendered pursuant to Section 1.A. will be forwarded to the Township monthly.

- B. Services rendered with respect to the issuance of Notes will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$95 to \$275 per hour depending on the attorney or paralegal involved. The Township will be advised of any changes in hourly rates. Invoices for services rendered for each transaction described in this section will be submitted after the closing of each transaction.
- C. Services rendered with respect to the issuance of Bonds will be billed at the fees set forth in Exhibit "A" attached hereto.
- D. The Township will reimburse Conflict Bond Counsel for all out of pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing and other necessary office disbursements.
- E. This Agreement will terminate one (1) year from the date first written above unless earlier terminated by mutual agreement of the parties hereto.

**Section 3.** Conflict Bond Counsel and the Township hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Conflict Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of this Agreement (See Exhibit "B").

**Section 4.** A copy of Conflict Bond Counsel's New Jersey Business Registration Certificate is attached hereto as Exhibit "C" and made a part hereof.

**IN WITNESS WHEREOF**, the Township and Conflict Bond Counsel have caused this Agreement to be duly executed by an authorized representative as of the day and year first above written.

**TOWNSHIP OF LOWER, NEW JERSEY**

**ATTEST:** By: \_\_\_\_\_  
Mayor

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

[SEAL]

**PARKER McCAY P.A.**

By: \_\_\_\_\_  
Authorized Representative

**Exhibit "A"**

**PARKER McCAY P.A.**

**Conflict Bond Counsel Fee Schedule for Township of Lower**

**Bonds**

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

**Refunding Bonds**

To be established by separate agreement between the Township and Conflict Bond Counsel.

**General Public Finance and Tax Advice/Official Statement Preparation/Review**

\$95 (paralegals); \$165-\$220 (associates); \$225-\$265 (senior associates/counsel) and \$255-\$275 (shareholders)

Below is a listing of the attorneys who are members of the public finance department.

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Stephen J. Mushinski	Shareholder
Jeanne M. Stiefel	Shareholder
Susan E. Bacso	Shareholder
Jeffrey D. Winitsky	Counsel
Irving G. Finkel	Senior Tax Associate
Craig A. Gargano	Associate
Alexis B. Batten	Associate
Jacquie Huynh-Linenberg	Associate

## Exhibit "B"

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (N.J.S.A. 10.5-31 et seq) (P.L. 1975, C.127) GOODS, PROFESSIONAL SERVICES and GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C 17:27-5.2.

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

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

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

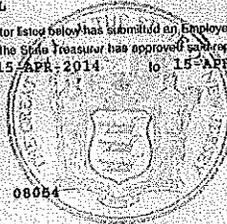
The Contractor shall submit to the public agency, after notification of award but prior execution of a goods and services contract, on of the following three documents: Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302.

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

#### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 APR 2014 to 15 APR 2017

PARKER MC CAY, PA  
9000 MIDLANTIC DRIVE  
MT. LAUREL NJ 08054



Andrew P. Steiner-Erslot  
State Treasurer

Exhibit "C"



**PARKER McCAY**

Parker McCay P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054-1539

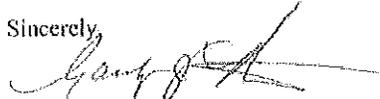
T: 856.596.8900  
F: 856.596.9631  
www.parkermccay.com

To: New Jersey Government Contracting Units

Below please find a copy of Parker McCay's "State of New Jersey Business Registration Certificate" which is required to be kept on file in accordance with the statute P.L. 2004, Chapter 57, Business Registration Act. This law took effect on September 1, 2004.

If you have any questions or need additional information, please contact me at 856-810-5808 or crutsky@parkermccay.com.

Sincerely,



CAROLYN J. RUTSKY



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	PARKER MCCAY P.A.
Trade Name:	
Address:	9000 MIDLANTIC DR STE 300 MOUNT LAUREL, NJ 08054-1539
Certificate Number:	1082583
Effective Date:	August 24, 2004
Date of Issuance:	January 09, 2013

For Office Use Only:  
20130109115631260

COUNSEL WHEN IT MATTERS.<sup>SM</sup>

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:	Parker McCay PA			
Address:	9000 Midlantic Drive, Suite 300	P.O. Box 5054		
City:	Mt. Laurel	State:	New Jersey	08054-1539

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature



Date: 2-10-14

Printed Name: Carolyn J. Rutsky

Title: COO

Disclosure requirement; Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the twelve months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date 2014	\$ Donation	Date 2013	\$ Donation
Parker McCay PA	EFO Armwood for Freeholder			5/2	500
Parker McCay PA	EFO Armwood for Freeholder			8/30	2,600
Parker McCay PA	EFO Barclay for Council			5/17	300
Parker McCay PA	EFO Bergeron & Robenolt,			9/26	250
Parker McCay PA	Friends & Family for Brown, Zeull, & Hackman			7/29	2,500
Parker McCay PA	EFO Budd and Klein			5/10	1,000
Parker McCay PA	EFO Carter, Kowalski, & Granados for Freeholder			10/3	5,200
Parker McCay PA	EFO Carolyn Chang for Council			5/30	500
Parker McCay PA	EFO Christy for Freeholder			5/22	2,600
Parker McCay PA	EFO Tyshammie Cooper for Council			5/29	2,600
Parker McCay PA	EFO DiMarco for Freeholder			5/22	2,600
Parker McCay PA	EFO DiMarco & Christy for Freeholder			8/20	5,200
Parker McCay PA	EFO DiMarco, Love, Shocklin, & Lamb for Council			3/1	500
Parker McCay PA	EFO Mike Dinneen for Council			5/30	1,000
Parker McCay PA	Friends of Mike Dinneen			10/9	1,000
Parker McCay PA	Friends of Mike Dinneen			10/25	1,600
Parker McCay PA	EFO Joseph N. Divincenzo Jr. - County Executive			5/23	1,000
Parker McCay PA	EFO Stephen Dougherty for Council			10/30	300
Parker McCay PA	EFO Glynn Eckart Jr.			8/30	300
Parker McCay PA	EFO Kathleen Fitzpatrick for Council			5/30	2,600
Parker McCay PA	EFO Kathleen Fitzpatrick for Council			10/24	2,600
Parker McCay PA	EFO Ted Green for Council			5/29	2,600
Parker McCay PA	EFO Alicia Holman for Council			5/29	2,600
Parker McCay PA	EFO Richard Horton for Committee			5/30	500
Parker McCay PA	EFO Chris James for Council			5/29	2,600
Parker McCay PA	EFO Jenkins for Council			5/17	300
Parker McCay PA	EFO Kenny for Freeholder			5/2	500

Contributor Name	Recipient Name	Date 2014	\$ Donation	Date 2013	\$ Donation
Parker McCay PA	EFO Kenny for Freeholder			8/30	2,600
Parker McCay PA	EFO Kuehner, Moran & Spereyer			9/23	500
Parker McCay PA	EFO Magazzu, Morris, & Bodanza			10/30	300
Parker McCay PA	EFO McDonnell & Rodriguez			2/20	5,200
Parker McCay PA	EFO McDonnell & Rodriguez			10/4	5,200
Parker McCay PA	EFO Anne Melko for E Greenwich Twp Committee			10/24	300
Parker McCay PA	EFO Jeff Moran for Surrogate			5/2	1,000
Parker McCay PA	EFO Re-elect Norgalis, Kurdyla, Pedroso			9/26	300
Parker McCay PA	EFO Robinson & Reld for Council			9/26	500
Parker McCay PA	EFO Rullo & Dowe			10/24	300
Parker McCay PA	EFO Schocklin, Love, Lamb, & Barnshaw			10/24	300
Parker McCay PA	EFO Scirrotto / Lawrence			5/14	1,000
Parker McCay PA	EFO Scirrotto / Lawrence			8/23	1,000
Parker McCay PA	EFO Scott for Sheriff			8/30	2,600
Parker McCay PA	EFO Stroemel for Voorhees Twp Committee			7/3	500
Parker McCay PA	EFO Stroemel for Voorhees Twp Committee			10/4	500
Parker McCay PA	EFO Taylor for Twp Committee			8/23	2,600
Parker McCay PA	EFO Lester Taylor for Mayor			5/29	2,600
Parker McCay PA	EFO Torres for Council			5/17	300
Parker McCay PA	Committee to Elect Jesse L. Tweedle			4/2	600
Parker McCay PA	EFO Valenti for Freeholder			5/2	500
Parker McCay PA	EFO Valenti for Freeholder			8/30	2,600
Parker McCay PA	Committee to Re-Elect Joé Venezia			8/30	200
Parker McCay PA	Committee to Elect Judy M Ward			10/4	200
Parker McCay PA	EFO Ward, Dawson, & Martin for Council			5/2	300
Parker McCay PA	Ware & Voros for Freeholder Campaign			8/30	2,600
	<b>County / Township Committees</b>				
Parker McCay PA	Barrington Democratic Campaign			5/2	200
Parker McCay PA	Burlington County Young Republicans	1/9	65		
	<b>NJ Senate &amp; Assembly</b>				
Parker McCay PA	EFO Friends of Diane Allen			2/22	2,600
Parker McCay PA	EFO Friends of Diane Allen			10/13	1,000
Parker McCay PA	EFO Jim Beach for Senate			5/14	2,600
Parker McCay PA	EFO Jim Beach for Senate			10/30	2,600
Parker McCay PA	EFO Burzichelli			3/1	2,600
Parker McCay PA	EFO Pamela Lamplitt for Assembly			10/30	2,600
Parker McCay PA	EFO Fred Madden for Senate			10/24	2,600
Parker McCay PA	EFO Moriarty for Assembly			5/14	2,600
Parker McCay PA	EFO Moriarty for Assembly			10/24	2,600
Parker McCay PA	EFO Gabriela Mosquera void ck 11/1/12			3/28	(2,300)
Parker McCay PA	EFO Gabriela Mosquera			3/28	2,300
Parker McCay PA	EFO Gabriela Mosquera			10/24	2,600
Parker McCay PA	Committee to Elect Sheila Oliver			1/31	2,600
Parker McCay PA	Committee to Elect Sheila Oliver - refund check			4/19	(2,600)
Parker McCay PA	EFO Riley			3/1	2,600
Parker McCay PA	EFO Paul Sarto			5/23	1,000
Parker McCay PA	EFO Troy Singleton for Assembly			1/31	2,600
Parker McCay PA	EFO Troy Singleton for Assembly			10/24	2,600
Parker McCay PA	EFO Sweeney, Burzichelli, & Riley			10/28	7,800
Parker McCay PA	EFO Whelan for Senate, Mazzeo & Russo for Assm			8/1	7,800
Parker McCay PA	EFO Van Drew, Albano, & Andrzejczak			10/30	2,600
Parker McCay PA	EFO "Whip" Wilson for Assembly			5/14	2,600
Parker McCay PA	EFO "Whip" Wilson for Assembly			10/30	2,600

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

RESOLUTION #2014-143

**TITLE: AUTHORIZING THE TOWNSHIP OF LOWER TO RETURN THE CITIZENS EMERGENCY RESPONSE TEAM (CERT) TRAILER BACK TO CAPE MAY COUNTY**

**WHEREAS**, on September 19, 2007, the Cape May County Office of Emergency Management transferred the title of a 2008 United Trailer to the Township of Lower Office of Emergency Management (OEM) for the Township's use as needed in conjunction with the Citizens Emergency Response Team (CERT); and

**WHEREAS**, the Township of Lower no longer has an established CERT team; and

**WHEREAS**, since the reason for the trailer no longer exists, the trailer has been requested to be returned to the Cape May County Office of Emergency Management.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower that the title for the 2008 United Trailer be transferred back to the County of Cape May.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 5, 2014 .

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION #2014-144

TITLE: A RESOLUTION AUTHORIZING THE SUSTAINABLE JERSEY GRANT APPLICATION

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, Lower Township strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

**WHEREAS**, Lower Township is participating in the Sustainable Jersey Program; and

**WHEREAS**, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program.

**THEREFORE**, the Council of Lower Township has determined that Lower Township should apply for the aforementioned Grant.

**NOW THEREFORE, BE IT RESOLVED**, that Council of Lower Township, State of New Jersey, authorizes the submission of the aforementioned Sustainable Jersey Grant .

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 5, 2014

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

**A. Required Proposal Attachments**

The following pages contains forms and templates for preparing the required attachments

**Municipality Background Information Form**

Only New Jersey municipalities are eligible grant applicants. Funding may be passed through to a non-profit, partner organization, or contractor, but the municipality must be the applicant and will be responsible for the reporting requirements. Checks will be made payable to the municipalities and sent to their fiscal agent.

<b>Municipality:</b>	Lower Township
<b>County:</b>	Cape May County
<b>Population:</b>	23,000
<b>Setting (urban, suburban, rural):</b>	Rural

Is your town currently registered with Sustainable Jersey?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Is your municipality currently Sustainable Jersey Certified?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If yes, at what level?	Bronze	
Does your municipality have an active Green Team?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**Grant Application Information**

Amount of grant requested? (maximum request is \$10,000)	\$10,000
-------------------------------------------------------------	----------

<b>Project Title</b>	ADA Accessible Playground
<p><b>Please provide a brief (2-3 sentences) description of your project.</b>                  Lower Township is requesting \$10,000 to assist in making a playground at Paul R. Will Recreation Complex ADA compliant. As the most populated community in Cape May County, Lower Township has the largest constituency of seniors and handicapped/disabled persons.</p>	

**Sustainable Jersey Small Grants Application Contacts Form**

**Primary Municipal Contact** *(The grant application decision and follow-up will be directed to this contact.)*

<b>Name</b>	Colleen Crippen
<b>Title</b>	Coordinator For Federal and State Aid
<b>Mailing Address</b>	2600 Bayshore Road Villas, NJ 08251
<b>Phone</b>	609-886-2005, ext. 134
<b>Email</b>	<a href="mailto:ccrippen@townshipoflower.org">ccrippen@townshipoflower.org</a>

**Fiscal Contact** *(This is the person to whom the grant monies would be sent)*

<b>Name</b>	Lauren Read
<b>Title</b>	CFO
<b>Mailing Address</b>	2600 Bayshore Road Villas, NJ 08251
<b>Phone</b>	609-886-2005, ext. 125
<b>Email</b>	<a href="mailto:lread@townshipoflower.org">lread@townshipoflower.org</a>

**Media Contact** *(A municipal employee or affiliate that we contact for coordinating press/media events)*

<b>Name</b>	Eileen Kreis
<b>Title</b>	Confidential Assistant
<b>Phone</b>	609-886-2005, ext. 132
<b>Email</b>	<a href="mailto:ekreis@townshipoflower.org">ekreis@townshipoflower.org</a>

**Mayor**

<b>Name</b>	Michael E. Beck
<b>Phone</b>	609-886-2005, ext. 131
<b>Email</b>	<a href="mailto:mbeck@townshipoflower.org">mbeck@townshipoflower.org</a>

**Additional Contact for Mayor** (Secretary, assistant, aide, etc.)

<b>Name</b>	Julie Picard, Township Clerk
<b>Phone</b>	609-886-2005, ext. 113
<b>Email</b>	<a href="mailto:jpocard@townshipoflower.org">jpocard@townshipoflower.org</a>

**Sustainable Jersey Small Grants Program  
 Funded by the New Jersey Department of Health  
 Sample Budget Template**

**A. SALARIES , WAGES, AND FRINGE BENEFITS**

Name	Title	Level of Effort	Total Cost
			\$
			\$
<b>Total Municipal Salaries</b>			\$

**B. SUBCONTRACTORS/CONSULTANT COSTS**

Subcontractor/ Consultant	Role in Project	Period of Performance	Total Cost
			\$
			\$
<b>Total Subcontractor/Consultant Cost</b>			\$

**C. ITEMIZED EQUIPMENT**

Item	Unit Cost	Quantity	Total Cost
Playground equipment/surface	46,260	1	\$46,260
			\$
<b>Total Equipment Cost</b>			\$46,260

**D. ITEMIZED SUPPLIES**

Item	Unit Cost	Quantity	Total Cost
			\$
			\$
<b>Total Cost of Supplies</b>			\$

**E. OTHER ITEMIZED EXPENSES**

Item	Justification	Quantity	Total Cost
			\$
			\$
			\$

**TOTAL COST OF PROJECT**

**\$46,260**

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

RESOLUTION # 2014-145

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
LOWER TWP RESCUE	14-01013	EXPENSES- 1 <sup>ST</sup> PAYMENT		\$10,000.00
<b>Total Bill List</b>				<b>\$10,000.00</b>

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on May 5, 2014..

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014-146

**TITLE: RESOLUTION AUTHORIZING THE TOWNSHIP OF LOWER TO MAKE APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-20 FOR THE DISSOLUTION OF THE LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**WHEREAS**, the Township Council of the Township of Lower desires to make application to the Local Finance Board, for its review and approval of ordinances authorizing the dissolution of The Lower Township Municipal Utilities Authority in accordance with the requirements of N.J.S.A. 40A:5A-20; and

**WHEREAS**, the Township Council believes that it is in the public interest to accomplish such purpose for the health, wealth, convenience and betterment of the inhabitants of the Township, that the amounts to be expended for said purpose are not unreasonable or exorbitant and the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the Township and will not create an undue financial burden to be placed upon the Township.

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

1. Application to the Local Finance Board for its approval of the dissolution of The Lower Township Municipal Utilities Authority is hereby approved.
2. The Township Manager, Clerk, Township Attorney, Bond Counsel, Auditor and Chief Financial Officer, along with other professionals and representatives of the Township of Lower, are hereby authorized to prepare an application to the Local Finance Board and to represent the Township of Lower in matters pertaining thereto.
3. The Clerk of the Township of Lower is hereby directed to prepare and file a copy of the application and ordinances, as part of such application, with the Local Finance Board.
4. The Clerk of the Township of Lower is further directed to provide a certified copy of this Resolution and the application, when complete, to The Lower Township Municipal Utility Authority.
5. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 5, 2014.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						

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

RESOLUTION # 2014-147

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
LOWER TWSP BOARD ED	14-00002	SCHOOL TAX DUE 5/1/14	52481	\$ 1,525,156.40
LOWER CM REGIONAL	14-00003	SCHOOL TAX DUE 5/15/14		\$ 1,181,796.00
		Total Manual Checks		\$ 1,525,156.40
		Total Computer Generated		\$ 1,181,796.00
<b>Total Bill List</b>				<b>\$ 2,706,952.40</b>

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on May 5, 2014..

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
NEVILLE						
SIMONSEN						
CLARK						
BECK						