

WORK SESSION & REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
Wednesday, September 4, 2019 - 7:00 P.M.

Meeting called to order

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

Work Session

Lower Township Healthy Youth Coalition Update - Kim Erichsen

Consent Agenda

Approval of Minutes - August 19, 2019

Res. #2019-269 - Payment of Vouchers \$ 383,145.95

Res. #2019-270 - Approval for Beach to Brewery 10K on September 21, 2019 (Cape May Running, LLC)

Res. #2019-271 - Certification of Lot Clearing Charges to the Tax Collector (5 properties)

Res. #2019-272 - Authorization for Refund of Taxes (9 Properties)

Res. #2019-273 - Award of Professional Service Contract without Public Bidding to Wizards Festival of Fun for Various Events
(Halloween Parade \$750./Ferry Merry \$5,750./New Year's Eve \$2,500)

Res. #2019-274 - A Resolution Requesting Release of Performance Guarantee for Cape May Landing, Inc; Block 510, Lots 14.01,
15.01 & 16, Escrow #P16-10-03

Res. #2019-275 - Adoption of State Model Citizen Participation Plan for DCA Small Cities Program

Res. #2019-276 - Approval of Public Facilities Grant Management Plan; ADA Access At Rotary Park

Res. #2019-277 - Identifying Small Cities Fair Housing Officer (C.Crippen)

Res. #2019-278 - Award National Cooperative Purchasing Agreement with Sourcewell Formerly National Joint Powers Alliance (NJPA)
to Hunter's Truck S & S for One (1) 2019 International CV515 SFA Chassis (\$52,153)

Regular Agenda

Ordinance #2019-13; An Ordinance Authorizing the Execution of a Financial Agreement Between the Township of Lower and the County of Cape May Pursuant to the New Jersey Long Term Tax Exemption Law for the Property Identified as Block 410.01, Lot 36.01, Also Known as the Cape May County Tech Village. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

Engineer's Report

Manager's Report

Administrative Reports

Monthly - Treasurer

Council Comments

Call to the Public

Closed Session

Res. #2019-279 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Attorney/Client Privilege & Contract Negotiation**

Adjournment

COUNCIL MEETING MINUTES – August 19, 2019

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on August 19, 2019 at 5:00 p.m. in the meeting room of the Township Hall, 2600 Bayshore Road, Villas, New Jersey.

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

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

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

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

Work Session

Proclamation – Supporting the Drive Sober or Get Pulled Over 2019 Statewide Crackdown – Mayor Erik Simonsen
Mayor Simonsen read a proclamation declaring Lower Township's support for the Drive Sober or Get Pulled Over 2019 Statewide Crackdown from August 16th through September 2nd, 2019, in an effort to increase awareness of the dangers of drinking and driving.

Consent Agenda

- Approval of N.J. State Fireman's Association Membership Applications: J. Anderson, K.Hewitt, D.Gery to the Erma Volunteer Fire Co
Approval of Minutes - August 5, 2019
Approval of Closed Session Minutes - August 5, 2019
Res. #2019-256 - Payment of Vouchers \$ 241,798.85
Res. #2019-257 - Certification to Local Finance Board of Receipt and Review of Audit Sections General Comments and Recommendations
Res. #2019-258 - Insertion of Special Item of Revenue Pursuant to N.J.S.A. 40A:4-87, Chapter 159 (Drive Sober or Get Pulled Over \$5,500)
Res. #2019-259 - Authorizing the Payout of Terminal Leave (L.Milbrandt \$30,230.78)
Res. #2019-260 - A Resolution Amending Resolution #2018-364; Cops In Shops Summer Shore Initiative 2019 to Include the Grant Award Amount of \$2,640.00
Res. #2019-261 - A Resolution in Support of the Cape May County Sheriff's Office Commitment to Upholding Public Safety in Cape May County
Res. #2019-262 - A Resolution Requesting Release of Revegetation and Restoration Guarantee for Dune Site Plan; Block 115, Lot 3; Escrow #P-11-06-01 (\$1,000)
Res. #2019-263 - Authorization for the Payout of Accumulated Compensatory Time (S.Flincroft \$2,907.13)
Res. #2019-264 - A Resolution Requesting Release of A Demolition Bond for Block 91, Lot 65 (N.Howard \$500.)
Res. #2019-265 - Authorization for Refund of Taxes (6 properties)
Res. #2019-266 - A Resolution Approving An Agreement Between the Township of Lower and William Mastriana, Lower Township Chief of Police
Res. #2019-267 - Approving a Professional Service Contract With DeBlasio and Associates for Professional Engineering Services for the 2019 Road Program; Section 1: Arizona Avenue, Capital Lane, Republic Lane, Union Lane, Federal Lane, States Avenue; and Section 2: Kechemeche Street, Pakahake Street, Pontaxit Avenue, Mathemek Street (\$90,000)
Res. #2019-268 - Approving a Professional Service Contract with Mott MacDonald for Professional Engineering Services for Application Assistance on the Small Cities CDBG 2020 Grant Application; ADA Improvements at Rotary Park (3,800)
Ordinance #2019-13; An Ordinance Authorizing the Execution of a Financial Agreement Between the Township of Lower and the County of Cape May Pursuant to the New Jersey Long Term Tax Exemption Law for the Property Identified as Block 410.01, Lot 36.01, Also Known as the Cape May County Tech Village. This is the first reading of this Ordinance. The second reading and public hearing for this Ordinance has been scheduled for September 4th.

On the Consent:

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

Regular Agenda

Ordinance #2019-12; An Ordinance Authorizing the Township of Lower to Grant a Utility Easement to the Lower Township Municipal Utilities Authority for the Purposes of Constructing a Vacuum Sewer Station in Furtherance of the Current Sewer Expansion Project Over A Portion of Cresse Lane. This is the second reading and public hearing of this Ordinance. This Ordinance has been posted, published and made available to the public.

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

Manager's Report

Manager Ridgway updated Council on several matters including: the status of contract negotiations, Shadeland Avenue beach access, road improvements, and cellular installation on Shunpike Road.

Engineer's Report

Manager Ridgway gave an update on several Township engineering projects including Schellenger's Landing, Village Road, Mitnick Park, Rotary Park, and Clem Mulligan Park.

Administrative Reports

Monthly Reports - Clerk, Construction, Dog, Fire, Tax, Vital Statistics

Council Comments

Councilmember Conrad reminded residents to be cautious of school buses and enjoy the remainder of the summer.

Councilmember Perry updated on the Roseann Avenue, Phase III project and informed that the County approved a resolution to reduce the speed limit on Town Bank Road.

Manager Ridgway added information regarding the Roseann Avenue project

Councilmember Roy informed that the County passed a resolution modifying the no-passing zone on Seashore Road from Canning House Lane to Canal Bridge.

Deputy Mayor Sippel encouraged residents to voice their opinion at the polls on November 5th regarding the aquatic center. He reminded about the last concert to support the Children's Trust Fund; and thanked Sheriff Nolan for his commitment to upholding public safety in Cape May County.

Mayor Simonsen informed about upcoming meetings regarding the aquatic center. He also announced the free lunch program at the Lower Library branch, the remainder of the Summer Concert Series, and the next Council meeting, Wednesday, September 4th at 7:00 p.m.

Call to the Public

Dan Anderson, 319 Town Bank Road, asked for an update on the County's plan for improvements to Bayshore Road from Ferry to Fishing Creek Roads.

Manager Ridgway addressed Mr. Anderson's concern.

Bill Greenfield, Villas, asked about beach access improvements.

Councilmember Conrad responded.

Adjournment

There being no further business to address, motion to adjourn moved by Councilmember Perry, seconded by Councilmember Roy. Motion to adjourn was unanimous. Meeting adjourned at 5:23 p.m.

Mayor

Township Clerk

Approved:

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00825 COMCAST*	19-02304	08/19/19	AUG 2019 INTERNET	Open	1,180.84	0.00		PC1
00940 COASTAL BROADCASTING*	19-02293	08/15/19	RADIO BROADCAST CONCERTS	Open	1,667.00	0.00		
01075 COPIERS PLUS*	19-02393	08/29/19	5/20-8/19/19 OVRAGE C/B&W	Open	423.11	0.00		
01200 DELTA DENTAL PLAN OF NJ	19-02407	08/30/19	AUGUST 2019 ADMIN GROUP #9427	Open	1,303.20	0.00		
01269 DISCOUNT HYDRAULICS*	19-02188	08/02/19	EXPANDER RESTRICTOR	Open	60.18	0.00		
01389 EDDIE'S AUTO BODY*	19-02274	08/13/19	PATROL VEHICLE REPAIR	Open	4,451.22	0.00		
01480 E-Z PASS	19-02295	08/15/19	ACCOUNTS FOR EACH DEPARTMENT	Open	575.00	0.00		PC1
	19-02390	08/28/19	ACCT 2000123589831 REPLENISH	Open	100.00	0.00		
					675.00			
01785 ROBERT HARTMAN SR	19-02406	08/30/19	CONTRACTUAL REIMBURSEMENT M	Open	406.50	0.00		
01806 ANTHONY J HARVATT, II, ESQ	19-00800	03/21/19	BOARD SOLICITOR SALARY	Open	625.00	0.00		
01807 MARLIN HEDUM	19-02381	08/27/19	CONTRACTUAL REIMBURSEMENT M	Open	50.00	0.00		
01898 HERITAGE BUSINESS SYSTEMS, INC*	19-02252	08/12/19	SERVICE TO PRINTER - AMY	Open	120.00	0.00		
02025 HUNTER JERSEY PETERBILT*	19-02057	07/19/19	PARTS FOR TRUCKS	Open	51.36	0.00		
02027 JESCO INC*	19-02244	08/08/19	EXCAV. SHADELAND BEACH ACCESS	Open	1,246.60	0.00		
02108 KEEN COMPRESSED GAS CO*	19-01579	06/04/19	BOTTLED GAS	Open	274.25	0.00		
02134 THOMAS KEYWOOD	19-02400	08/29/19	CONTRACTUAL REIMBURSEMENT M	Open	567.90	0.00		
02248 LAWMEN SUPPLY*	19-02016	07/12/19	BALLISTIC CARRIER	Open	155.00	0.00		
02334 LOWER TWP CHAMBER OF COMMERCE	19-02241	08/08/19	LUNCHEON MEETING 8/8/2019	Open	100.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02538 MARSH & MCLENNAN AGENCY, LLC*	19-00052	01/04/19	DNE\$26,674.08 BROKER	Open	2,222.84	0.00		B
02810 MOUNT CONSTRUCTION CO*	19-02035	07/16/19	ROSEANN PHASE 3 DNE \$2464865.0	Open	2,548.00	0.00		
03086 NJ STATE ASSN CHIEFS OF POL*	19-02055	07/18/19	TRAINING DECEMBER 9-15, 2019	Open	1,900.00	0.00		
03387 POGUE INC. *	19-02260	08/12/19	CONTROLLED SUBSTANCES TEST	Open	150.00	0.00		
03427 POLAR BEAR MECHANICAL SERVICES	19-00074	01/07/19	HVAC MAINTENANCE/JAN	Open	147.00	0.00		B
03460 V.E. RALPH & SON, INC.*	19-02104	07/24/19	FLASHLIGHT SUPPLIES	Open	252.10	0.00		
03607 SEASHORE FOOD SUPPLY*	19-02206	08/06/19	NNO - 2019 - FOOD	Open	378.16	0.00		
03613 SEA ISLE ICE CO, INC.*	19-01828	06/26/19	ICE FOR DPW	Open	306.00	0.00		
03692 SOUTH JERSEY GAS CO*	19-02387	08/28/19	7/16-8/19/19 NATURAL GAS	Open	1,064.54	0.00		
03810 MUNICIPAL UTIL AUTH USAGE COST	19-02351	08/22/19	WATER 4/15/19-7/15/19	Open	1,686.10	0.00		
	19-02352	08/22/19	SEWER POLICE 4/15-7/15/19	Open	80.00	0.00		
					1,766.10			
03914 ULINE INC*	19-02130	07/26/19	DOGIPOT BAGS AND LINERS	Open	562.56	0.00		
03954 VAN NOTE-HARVEY ASSOCIATES*	17-02751	10/25/17	RES 2017-281 TAX MAP	Open	17,489.75	0.00		B
03969 VERIZON	19-02308	08/19/19	8/13-9/12/19 LANDLINES	Open	257.37	0.00		
03971 VERIZON WIRELESS MDT POLICE	19-02405	08/30/19	VERI WIRELESS - MDT 7/21-8/20	Open	843.33	0.00		
03992 VAL-U AUTO PARTS LLC*	19-00809	03/21/19	RDS/SANT/RECY/DPW/MAY	Open	5,395.89	0.00		
03995 VITAL COMMUNICATIONS, INC.*	19-02233	08/07/19	MODIV Tape to Edmunds	Open	100.00	0.00		
04017 WILDWOOD LINEN SUPPLY*	19-01548	05/31/19	CLEANING OF FOOTBALL EQUIPMENT	Open	100.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
04097 CINTAS FIRST AID AND SAFETY*								
	19-02337	08/21/19	FIRST AID SUPPLIES/DPW	Open	96.93	0.00		
	19-02338	08/21/19	MEDICAL CABINET REFILL	Open	<u>32.63</u>	0.00		
					129.56			
04300 W.B MASON CO INC*								
	19-02069	07/23/19	305A 3-PK COLOR TONER FIRE SAF	Open	294.29	0.00		
04301 SEASHORE ASPHALT CORPORATION*								
	19-01989	07/10/19	HP PATCH/SEPT	Open	1,053.86	0.00		
2023 ATLANTIC TACTICAL INC*								
	19-02256	08/12/19	WEAPON LIGHTS	Open	504.00	0.00		
6004 LERETA, LLC								
	19-02355	08/22/19	8/19 REFUND 3RD QTR B111 L19	Open	491.93	0.00		
6049 DONALD MUNNO								
	19-02313	08/19/19	8/16/19 HOMESTEAD B507.02 L9	Open	268.17	0.00		
6059 USABLE LIFE								
	19-02389	08/28/19	SEPT 19 LIFE INSURANCE	Open	623.70	0.00		
6074 CAPE ATLANTIC JUNIOR FOOTBALL								
	19-02054	07/18/19	FOOTBALL LEAGUE FEES	Open	3,260.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *								
	19-00053	01/04/19	LOWER ANIMAL CONTROL DNE \$54K	Open	4,500.00	0.00		B
7119 ENGINEERING DESIGN ASSOC*								
	18-03249	12/11/18	VILLAGE ROAD PROJ RES 2018-361	Open	165.11	0.00		B
	19-00359	01/30/19	RES 18-326 SCHELLENGERS LNDG	Open	<u>3,387.50</u>	0.00		B
					3,552.61			
7196 LAUREN HUGGINS SUIT*								
	19-00032	01/04/19	2019 DNE 12,900.00	Open	1,075.00	0.00		B
7199 STAPLES CREDIT PLAN-INSTORE PU								
	19-01885	06/28/19	NOTARY STAMPS	Open	128.97	0.00		
	19-02158	07/30/19	OFFICE SUPPLIES	Open	<u>39.75</u>	0.00		
					168.72			
7310 CORELOGIC REAL ESTATE TAX SER								
	19-02307	08/19/19	REFUND TAXES B 410.01 L39.15	Open	621.05	0.00		
7384 JORDAN SAINI								
	18-00831	03/27/18	2018 EQUIP. ALLOWANCE	Open	150.00	0.00		
	19-00960	03/29/19	2019 EQUIPMENT ALLOWANCE	Open	<u>150.00</u>	0.00		
					300.00			
7441 ARCHER & GREINER*								
	19-02108	07/25/19	\$7.450M BOND SALE 7/30/19	Open	30,335.40	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7475 SUZANNE M SCHEID	19-02375	08/27/19	CONTRACTUAL REIMBURSEMENT M	Open	45.00	0.00		
7501 ACTION UNIFORM CO LLC*	19-02184	08/01/19	UNIFORMS	Open	18.00	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	19-00046	01/04/19	RES 2019-01 DNE 28,000	Open	2,333.33	0.00		B
7508 BLANEY & KARAVAN PC*	19-00050	01/04/19	RES#2019-05 PROSECUTOR DNE\$40K	Open	3,333.33	0.00		B
7556 ATLANTIC ENVELOPE COMP, INC*	19-02170	07/31/19	# 10 PRINTED ENVELOPES	Open	234.75	0.00		
7618 MEGONIGAL ELECTRIC LLC*	19-02157	07/30/19	EMERGENCY LIGHTS ANNEX BLDG.	Open	1,700.00	0.00		
	19-02259	08/12/19	CELL LIGHT REPLACEMENT TOWNHAL	Open	100.00	0.00		
					1,800.00			
7929 AMAZON CAPITAL SERVICES, INC	19-02117	07/25/19	OFFICE SUPPLIES	Open	66.97	0.00		
	19-02268	08/13/19	PARTS FOR PD T8	Open	439.99	0.00		
	19-02269	08/13/19	OFFICE SUPPLIES	Open	39.34	0.00		
	19-02303	08/16/19	8/16/19 TONER AND WALL FILE	Open	416.75	0.00		
	19-02311	08/19/19	EXTINGUISHER CABINET/HAMMER	Open	65.65	0.00		
	19-02344	08/21/19	KITCHEN SUPPLIES	Open	93.41	0.00		
	19-02361	08/23/19	OFFICE SUPPLIES	Open	634.54	0.00		
					1,756.65			
7942 THOMAS & ELEANOR CHESTNUT	19-02379	08/27/19	8/16 HOMESTEAD B537 L20	Open	129.63	0.00		
7982 DAWN BAILEY	19-02404	08/30/19	8/29/19 TRAVEL REIMBURSEMENT	Open	56.03	0.00		
7994 IDEMIA IDENTITY & SECURITY USA	19-00908	03/29/19	LIVE SCAN FINGER 12/19-12/20	Open	3,930.57	0.00		
8020 EDWARD A UETZ	19-02401	08/29/19	8/16 HOMESTEAD B495.06 L7	Open	90.29	0.00		
8117 ADAPT PHARMA INC	19-02207	08/06/19	NALOXONE	Open	900.00	0.00		
8123 ROBERT WILLIAMS	19-02354	08/22/19	8/16 HOMESTEAD B496.21 L1	Open	103.03	0.00		
8127 CLAUDIA WEBER	19-02374	08/27/19	8/16 HOMESTEAD B 510 L 24.22	Open	500.00	0.00		
8143 ROSLYN SHOEMAKER	19-02305	08/19/19	RETUEN ESCROW B 533.01 L 52	Open	29.70	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8144 JOANNE CLARKSON	19-02306	08/19/19	REFUND 3RD TAXES B823.01 L3	Open	1,422.19	0.00		
8145 DONALD HOUSEAL	19-02314	08/19/19	8/19/19 REFUND REGISTRATION	Open	125.00	0.00		
8147 SEA GEAR INDUSTRIAL SUPPLY	19-02359	08/23/19	PRIZES FOR HEALTH FAIR 9-27-19	Open	602.80	0.00		
8151 MINDY SILVER	19-02402	08/29/19	REFUND 3RD QTR B548 L 15	Open	1,108.36	0.00		
DEMUSZ JAMES AND PATRICA DEMUSZ	19-02360	08/23/19	8/16 HOMESTEAD B451.01 L20	Open	95.37	0.00		
GRIFFI GRIFFIN AUTO-MANUAL SALES, INC*	19-02177	08/01/19	SCAN TOOL UPDATE PKG	Open	1,699.00	0.00		
RUSSRENT RUSS RENTS	19-02204	08/05/19	TABLES NNO 2019 - FERRY TERM.	Open	196.00	0.00		
WELLSF WELLS FARGO REAL ESTATE TAX	19-02349	08/22/19	7/20 REFUND TAX B717 L18 C-005	Open	1,510.86	0.00		
WIND LAWRENCE & BARBARA WIND	19-02347	08/22/19	8/22/19 RETURN ESCROW B115 L3	Open	512.50	0.00		
	19-02348	08/22/19	8/22/19 RELEASE DUNE BOND	Open	1,000.00	0.00		
					<u>1,512.50</u>			

Total Purchase Orders: 105 Total P.O. Line Items: 0 Total List Amount: 381,611.36 Total Void Amount: 0.00

Vendor	Description	CK #	Amount
Edward Zinis	Paint Townhall Phase 2	65546	\$1,500.00
Bank of America	Shipping & Handling	65547	\$ 34.59

TOTAL Bill List \$ 1,534.59

TOTAL Computer Bill List \$ 381,611.36

TOTAL BILL LIST \$ 383,145.95

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019

Julie A Picard, Township Clerk

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

RESOLUTION #2019-270

Title: APPROVAL FOR BEACH TO BREWERY 10K ON SEPTEMBER 21, 2019

WHEREAS, Cape May Running, LLC has requested permission to host Beach to Brewery, a 10K run, on September 21, 2019; and

WHEREAS, Cape May Running, LLC has provided the proper Certificate of Insurance, naming the Township of Lower as a Certificate Holder; and

WHEREAS, Cape May Running, LLC has provided a copy of the Police Service Agreement for the event, and the Lower Township Police Department has approved the proposed event route.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that permission is hereby granted for the above stated event to take place.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

SECTION 2 -- EVENT INFORMATION

1) Official Name of Event: Beach to Brewery 10K

2) Location of Event (please list Township venue requirements by day/date):
Some Roads from Douglas Park *
to Cape May Brewing Company *see Map

3) Purpose of Event: Running Race

4) Will the event be held for the sole purpose of advertising any product, goods or event? Yes No

5) If yes describe in detail:

6) Will alcohol be served or sold by event organizers or others? Yes No

(ABC Permit may be required. Glass bottles and cans are prohibited sites)

7) If yes, describe in detail (e.g. merchant sales/vendor sales/organization sales) Race will end at the

Cape May Brewing Company, after party & awards will be here.

8) Describe Event Activities (Include copy of program schedules): 6.2 Mile Running Race

9) Dates and time of Event: (use additional paper if necessary)

Dates and Times of Parade / Events

Set-up / Assembly:	Date:	Hours:
	Date:	Hours:
	Date:	Hours:

Event Operation:	Date: 9/21/19	Start: 8:45am	Finish: 11:00am
	Date:	Start:	Finish:
	Date:	Start:	Finish:

Dismantling / Disbanding:	Date:	Hours:
	Date:	Hours:
	Date:	Hours:

9a) Rain
Dates:

N/A

SECTION 2 – EVENT INFORMATION CONTINUE

10) Will the event require the site to remain in place overnight, or will the site be broken down each night (partially or completely)? Explain:

N/A

11) Describe how you plan to provide security for the event?

Lower Township Police for road
Safety

a. Private Security Company (name/address/phone)

N/A

b. Request Police Security Detail (Certain police details may require reimbursement for services provided, e.g., overnight site security):

no

All Events will require a detailed site plan.

Site plan should include port-a-potties, vendors, stage, etc.

**** ask for a site plan map if needed ****

SECTION 3 – INSURANCE REQUIREMENTS

1) Name of Insurance Company:

Insurance Management Group

Policy Number:

Limits of Liability: \$ 1,000,000.00

Predicated on the event(s) location(s), size and duration.

Events are required to provide the Township of Lower with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Township of Lower as an “Additional Insured”

I, Harry J Back Jr, the undersigned state that I am the duly authorized

representative of the Cape May Running, LLC and the information provided in this application is correct to the best of my knowledge. I understand that some of the information is preliminary in nature and I will provide updated information as it becomes available. I further agree to abide by changes made to the proposed event as indicated when so granted.

[Signature]
Applicant Signature

2/26/19
Date

CERTIFICATE OF INSURANCE

Evidence of financial responsibility from event chairperson, organization and others with whom the Township of Lower does business is required. Evidence should be in the form of a document that is issued by an insurance company or their authorized representative, which spells out the insurance coverage in force at the dates and times the special event will occur. It does not serve as a binder and does not confer rights upon the holder. The policy must be current and not expire before or on the dates of the event.

The Township Manager or Township of Lower Mayor and Council may refuse to grant the use or permission to execute the Special Event whenever in their judgment there is good reason why permission should be refused. They shall not be required to give a reason for such refusal.

Individuals – Block Parties or any other oriented parties

Non-Profit/Charitable Groups – Civic Groups, Social Groups, Support Groups or any other group that does not gain profits.

Commercial Rental – Any organization that is for profit. (i.e. Associations, Corporations, etc ...)

I. INDIVIDUALS

- A. General Liability Limit \$100,000
Evidence that the individual has personal liability insurance in force is required to use any Township of Lower property or facility. This would be in the form of Homeowners, Condo, or Tenant's policy where the personal liability coverage is included along with other coverage for the individual. A copy of the policy needs to be kept on file with the Special Event Application as evidence of coverage.

II. NON-PROFIT/CHARITABLE GROUPS

- A. General Liability Limit \$300,000
B. Township of Lower, N.J. named as "Additional Insured"
C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the Township of Lower until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Lower. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage also needs to be secured from them.

III. COMMERCIAL (FOR PROFIT) GROUPS

- A. Commercial General Liability Limit \$1,000,000
Combine Single Limit of Liability for Bodily Injury and Property Damage.
B. Township of Lower, N.J. named as "Additional Insured"
C. Executed Hold Harmless Agreement required with Special Event Application. The Special Event shall not be allowed to occur or use the Township of Lower until it has obtained the insurance required under this contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Township of Lower. If the organization / individual contracts with a vendor, evidence of adequate insurance coverage also needs to be secured from them.

HOLD HARMLESS

NAME OF ORGANIZATION/USER Cape May Running, LLC will be referred to as **USER** from this point forward. **USER** shall indemnify, save harmless and defend the **Township of Lower**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **Township of Lower**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **User's** use of the named Facilities / Equipment, including all suits or actions of every kind or description brought against the **Township of Lower**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be

5) Race Distance:

6.2 Miles

6) Number of Participants: 400 How many volunteers will staff the event: 40

7) Proposed Route (site-plan): See Map details

8) Starting & Ending Location (identify on site-plan):

Start - Douglas Park

Finish - Cape May Brewing Company

9) Assembly & Disbanding Area (identify on site-plan):

Same as above

10) Location(s) of Water Stations (identify on site-plan):

See Map

11) Special Guests (i.e., Mascot, Politician, Musician, Controversial, Actor, Actress, etc.):

ALL APPLICANTS MUST COMPLETE THE REMAINING SECTIONS

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

RESOLUTION #2019-271

Title: **CERTIFICATION OF LOT CLEARING CHARGES TO THE TAX COLLECTOR**

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

WHEREAS, according to Section 302, Exterior Property Areas of the Property Maintenance Code, all premises and exterior property shall be maintained in a clean, safe and sanitary condition; and

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

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

Block	Lot	Name	Property Location	Amount	Admin Fee	Lien Amount
654	10	CURNELL, LAWRENCE C	200 HOLMES AVE	\$ 200.00	\$ 500.00	\$ 700.00
142	15	STRATEGIC BCICFC ACQ. LLC	7 PENNSYLVANIA AVE	\$ 150.00	\$ 500.00	\$ 650.00
147	13	COYLE, CATHERINE C/O RATAJ, E	14 PENNSYLVANIA AVE	\$ 200.00	\$ 500.00	\$ 700.00
578	6	DAMPMAN, HAROLD & LINDA	105 DELAND AVE	\$ 250.00	\$ 500.00	\$ 750.00
49	6	RIPPEL, MADONNA M	110 E. ST. JOHNS AVE	\$ 375.00	\$ 500.00	\$ 875.00
					TOTAL	\$3,675.00

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

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-272

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>
507.02	9	Donald D Munno	Homestead Benefit 100% Exempt	\$ 268.17
981 Tecumseh Road				
717	18 C-005	Kathleen Zirolli	100% Exempt Veteran as of 3/15/2019	\$ 1,510.86
126 E Austin Ave				
496.21	1	Robert & M. Williams	Homestead Benefit 100% Exempt	\$ 103.03
1 Cape Woods Road				
111	19	Lereta Property Tax Svc	Property Sold – No longer Responsible	\$ 491.93
219 W. Ocean Ave				
451.01	20	James & Patricia Demusz	Homestead Benefit – 100% Exempt	\$ 95.37
709 Weeks Landing Road				
510	24.22	Claudia Weber	Homestead Benefit – 100% Exempt	\$ 500.00
1 Eagle Court				
537	20	Thomas & B. Chestnut	Homestead Benefit – 100% Exempt	\$ 129.63
9 Beverly Road				
495	06	Edward & E. Uetz	Homestead Benefit – 100% Exempt	\$ 90.29
112 Kechemeche Street				
548	15	Mindy Silver	Homeowner Paid 3 rd Qtr erroneously	\$ 1,108.36
207 Town Bank Rd				

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-273

Title: AWARD OF PROFESSIONAL SERVICE CONTRACT WITHOUT PUBLIC BIDDING TO WIZARDS FESTIVAL OF FUN FOR VARIOUS EVENTS

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

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

WHEREAS, the event and payment is as follows:

HALLOWEEN PARADE \$ 750.00
Date: Saturday, October 19, 2019
Time: 10:30-12:30
Location: Cold Spring Village

FERRY MERRY CHRISTMAS \$5,750.00
Date: Sunday December 15, 2019
Time: 12:00 Noon-3:00
Location: DRBA Ferry Terminal

NEW YEARS EVE GAME SHOW \$2,500.00
Date: Tuesday, December 31, 2019
Time: 6:30-9:00 PM
Location: Recreation Center

WHEREAS the CFO has determined sufficient funds are available in the budget line items:

Appropriations: 9-01-30-420-255/256/258

CFO Signature: Lauren Read, CFO

WHEREAS, Wizards Festival of Fun has completed and submitted a Business Entity Disclosure Certification which certifies that Wizards Festival of Fun 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 Wizards Festival of Fun 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, County of Cape May, State of New Jersey hereby approves the attached proposals with Wizards Festival of Fun for the 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 shall be published in the Township's Official paper.

Table with 7 columns: MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT and 5 rows: CONRAD, PERRY, ROY, SIPPEL, SIMONSEN

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019

Julie A Picard, Township Clerk

Wizard's Festival of Fun Inc

125 Coles Road
Blackwood, NJ 08012
Phone (609) 206-5244
www.wizardsfestivaloffun.com
e-mail: abelmont@wizardsfestivaloffun.com

August 26, 2019

Mr. Mitchell Plenn, Director of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251 (Via Fax (609) 886-7838) recreation@townshipoflower.org
Dear Mr. Plenn:

Thanks for your interest in once again booking the three-piece Firehouse Three Band for your Halloween Parade at Cold Spring Village. These talented musicians will come to your event at Cold Spring Village on Saturday, Oct. 19, 2019. They will be costumed in keeping with your child-oriented Halloween Parade. They will play from 10:30 AM until 12:30 PM. They will play while marching at the front of your parade and then play at your event. Total cost including roundtrip transportation from Philadelphia will be \$ 750.

As the Halloween season is so busy, most performers will not give holds on their services, therefore a prompt reply will be appreciated. Thanks again for your consideration.

Sincerely,

Al Belmont

President/Executive Producer
Wizard's Festival of Fun Inc.
125 Coles Road
Blackwood, NJ 08012
E-mail: abelmont@wizardsfestivaloffun.com

AMB/sp

Wizard's Festival of Fun Inc

125 Coles Road
Blackwood, NJ 08012
Phone (609) 206-5244
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e-mail: abelmont@wizardsfestivaloffun.com

August 26, 2019

Mr. Mitchell Plenn, Ass't Director of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251 (Via Fax (609) 886-7838) recreation@townshipoflower.org
Dear Mr. Plenn:

Thanks for your interest in our proposal for your ***Ferry Merry Christmas Party***. Our credentials include more than twenty years experience in creating exciting Special Events for government and corporate clients, compliance with all New Jersey regulations, membership in leading trade groups and one-million dollar Liability Insurance including certificate of insurance with our clients named as additional insured.

From Noon until 3 PM on Sunday, Dec 15, 2019, we propose to provide:

Professional Entertainment in Santa's Theater in the Sunset Lounge. Two twenty-five minute programs of Mirth, Magic, and Mystery with the New ***2019 Magic Moments Magic Show!***

Crafts in the Gallery. Three Craft Stations with attendants means lots of fun for kids from 3 to 9. Each child will receive 3 craft tickets to use at any of the three stations either *Letter to Santa, Build Your Candy Cane Reindeer, and Decorated Christmas Cookie.*

Face Painting by Lynn. Two accomplished artists using all non-allergenic paints will be a real treat for your young guests with beautiful Christmas Designs.

Gala Treasure Santa Mailbox Game in the Gallery. With a winner every time, tiny Treasure Hunters will love winning a variety of cuddly medium and small plush prizes.

Meet Chris Mouse, Frosty the Snowman and the one and only Rudolph. Three delightful costume characters manned by your volunteers will mix with your young guests throughout the terminal. It will be advisable to have a volunteer escort for each character if possible.

Join Santa in the Lobby. Our beautifully costumed Santa, seated on a colorful Santa Throne, will personally meet and greet each of your young guests.

Christmas Inflatable. An adorable Christmas Inflatable will mark the entrance to your event.

All of the above will add up to a memorable and fun-filled party. Total cost as outlined above will be \$ 5,750. At the Christmas season is so busy, most performers will not give holds on their services; therefore a prompt reply will be appreciated. Thanks again for your consideration.

Sincerely,

Al Belmont

President/Executive Producer
Wizard's Festival of Fun Inc.
125 Coles Road
Blackwood, NJ 08012
E-mail: abelmont@wizardsfestivaloffun.com

AMB/sp

Wizard's Festival of Fun Inc

125 Coles Road
Blackwood, NJ 08012
Phone (609) 206-5244
www.wizardsfestivaloffun.com
e-mail: abelmont@wizardsfestivaloffun.com

August 26, 2019

Mr. Mitchell Plenn, Ass't Director of Parks and Recreation
Township of Lower
2600 Bayshore Road
Villas, NJ 08251 (Via Fax (609) 886-7838) recreation@townshipoflower.org
Dear Mr. Plenn:

We propose to provide the Brain Buster Game Show for your New Years Eve Celebration from 6:30 PM until 9 PM on Tuesday, December 31, 2019.

Total cost will be \$ 2,500 which includes all costs including travel. You must supply a separate dedicated 20-amp line of 110 volt of electricity for the Game Show. That will take care of the Video Screens, Sound System & Game Consoles. The Sound System will be available for your use and to provide musical background throughout the party.

If you accept our proposal, we will provide everything specified above for the price and under the terms and conditions specified above. Any additions or changes to this proposal that you request will be provided at extra cost to you. Due to the high demand for New Years Eve activities, we cannot give holds on services. We must continue to solicit business for the items above until you approve and accept our proposal. No dates or services will be reserved and Wizard's will have no obligation to provide the above until we have received your purchase order accepting the proposal as outlined above and we acknowledge and accept your purchase order. Therefore, please respond as soon as possible.

Thank you for your consideration.

Sincerely,

Al Belmont

President/Executive Producer
Wizard's Festival of Fun Inc.
125 Coles Road
Blackwood, NJ 08012
E-mail: abelmont@wizardsfestivaloffun.com

AMB/sp

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

AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE

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

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

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

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

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

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

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

Albert M. Belmont Jr.
President

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

Notary Public

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: *Wizard's Festival of Fun Inc.* WIZARD'S FESTIVAL OF FUN INC.

Organization Address: *125 Coles Road, Blackwood, NJ 08012* 125 COLES RD, BLACKWOOD, NJ 08012

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
<i>Albert M. Belmont Jr.</i> <small>Albert M. Belmont Jr.</small>	<i>125 COLES RD., BLACKWOOD, NJ 08012</i> <small>125 Coles Road, Blackwood, NJ 08012</small>
<i>SUZANNE M. BELMONT</i>	<i>125 COLES ROAD, BLACKWOOD, NJ 08012</i>

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Firm Name: WIZARD'S FESTIVAL OF FUN INC.

Name of Agent: Albert M. Belmont Jr. Albert M. Belmont Jr.

Title: PRESIDENT

Date: 6/5/19

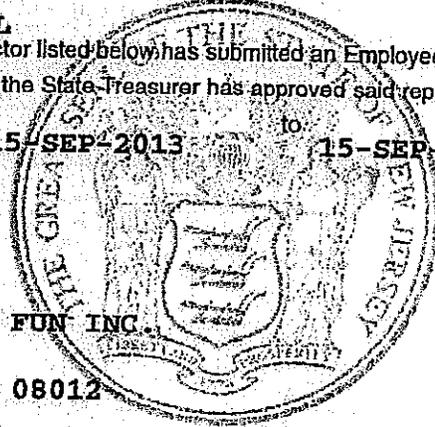
Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT²⁷³⁰⁹

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-SEP-2013 to 15-SEP-2020



**WIZZARD'S FESTIVAL OF FUN INC.
125 COLES ROAD
BLACKWOOD**

NJ 08012



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff", is written over the small seal.

Andrew P. Sidamon-Eristoff
State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF LOWER

Part I B Contractor Affirmation

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

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

Part II B Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Albert M. Belmont Jr. <u>Albert M. Belmont Jr.</u>	125 Coles Road, Blackwood, NJ 08012 <u>125 COLES RD., BLACKWOOD, NJ 08012</u>
Suzanne M. Belmont <u>SUZANNE M. BELMONT</u>	125 Coles Road, Blackwood, NJ 08012 <u>125 COLES RD., BLACKWOOD, NJ 08012</u>

Part 3 B Signature and Attestation:

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

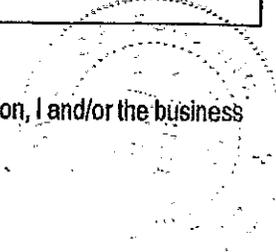
Name of Business Entity: WIZARD'S FESTIVAL OF FUN INC.

Signed: Albert M. Belmont Jr. Title: President PRESIDENT

Print Name: Albert M. Belmont Jr. Date: 6/5/17

Subscribed and sworn before me this ___ day of _____, 20__.

My Commission expires:


Albert M. Belmont Jr.
 (Affiant)
Albert M. BELMONT JR. PRESIDENT
 (Print name & title of affiant) (Corporate Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Wizard's Festival of Fun Inc WIZARD'S FESTIVAL OF FUN INC.

Organization Address: 125 Coles Road, Blackwood, NJ 08012 125 COLES RD, BLACKWOOD, NJ 08012

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Albert M. Belmont Jr. <small>Albert M. Belmont Jr.</small>	125 COLES RD., BLACKWOOD, NJ 08012 <small>125 Coles Road, Blackwood, NJ 08012</small>
SUZANNE M. BELMONT	125 COLES ROAD, BLACKWOOD, NJ 08012

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Lower is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of Lower to notify the Township of Lower in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township of Lower to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Albert M. BELMONT JR. <small>Albert M Belmont Jr</small>	Title:	PRESIDENT <small>President</small>
Signature:	<i>Albert M Belmont Jr</i>	Date:	JUNE 5, 2019 <small>JUNE 5, 2019</small>

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

RESOLUTION #2019-274

Title: **A RESOLUTION REQUESTING RELEASE OF PERFORMANCE GUARANTEE FOR CAPE MAY LANDING, INC.; BLOCK 510, LOTS 14.01, 15.01 & 16, ESCROW #P16-10-03**

WHEREAS, William Herker posted a Performance Guarantee with the Township of Lower, in the amount of \$14,556.00; and

WHEREAS, the Township Engineer has recommended that the improvements have been properly installed and are presently acceptable; and

WHEREAS, the Township of Lower Land Development ordinance requires the posting of a fifteen percent (15%) Maintenance Guarantee prior to the complete release of the original Performance Guarantee; and

WHEREAS, fifteen percent (15%) of the original Performance Guarantee [cost of private stormwater management and basin] equals \$435.00.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Performance Guarantee be and hereby is released leaving a balance of \$435.00 on account as Maintenance Guarantee.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

MEMORANDUM

TO: Mayor Erik Simonsen &
Council members

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

DATE: August 27, 2019

RE: Major Site Plan
Cape May Landing, Inc.
Block 510, Lots 14.01, 15.01 & 16
Twp. Escrow #P16-10-03
Resolution # 2019-274

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

Pursuant to the above referenced Subsection 400-81E, Resolution # 2019-274 is required to release the Performance Guarantee held in trust by the Township of Lower for Cape May Landing, Inc., Block 510, Lots 14.01, 15.01 & 16. The required final inspection report, certifying completion, compliance and condition of the work, has been received from the Township Engineer.

The Township Engineer recommends release of the retained \$14,556.00.

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

Subsection 400-81F(3) of the Land Development Ordinance of the Township of Lower requires that a Maintenance Guarantee, in an amount equal to not more than fifteen percent (15%) of the original estimate of the cost of improvements, shall be filed by the owner. Therefore, \$435.00, which is fifteen percent, shall be retained as the Maintenance Guarantee.

cc: financial file



Mr. William J. Galestok, PP, AICP
Lower Township Planning Director
2600 Bayshore Road
Villas, NJ 08251

Via E-mail & 1st Class Mail

Your Reference
Twp. No P16-10-03

Our Reference
MM No. 507100071-003

211 Bayberry Drive
Suite 1A
Cape May Court House NJ
08210
United States of America

T +1 (609) 465 9377
F +1 (609) 465 5270
www.mottmac.com

**Major Site Plan Block 510, Lots 14.01, 15.01, & 16
Cape May Landing, Inc. (Formerly Cape May Mobile Estates)
Township of Lower, Cape May County**

August 26, 2019

Dear Mr. Galestok:

Per the Developer's request for a performance guarantee release, Mott MacDonald conducted multiple inspections at the above referenced site. The inspections were based on a review of the drawings entitled "Major Site Plan Block 510, Lots 14.01, 15.01 & 16 Lower Township Cape May County New Jersey" prepared by Vincent C. Orlando, PE, CLA last revised 03/21/11.

The inspections revealed that, to the best of our knowledge and belief, the site improvements which are required to be included in a performance guarantee per the Land Development Ordinance of the Township of Lower have been installed in accordance with the above referenced documents. Mott MacDonald recommends that the performance bond for the project be released and a maintenance guarantee in the amount of 15% of the cost of the stormwater management basin, or **\$435.00** be retained with the Township.

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

Very truly yours,

Mott MacDonald, LLC

A handwritten signature in black ink that reads "Scott J. Macpherson".

Scott J. Macpherson, PE
Engineer IV
T 609.465.9377 F 609.465.5270
Scott.Macpherson@mottmac.com

SJM

cc: Lisa Schubert, Planning Board Secretary (via email)
Shawn A. Carr, PE, CME (via email)

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

RESOLUTION #2019-275

Title: ADOPTION OF STATE MODEL CITIZEN PARTICIPATION PLAN FOR DCA SMALL CITIES PROGRAM

WHEREAS, the Township of Lower is an applicant for Department of Community Affairs Fiscal Year 2020 funds for approximately \$400,000 to carry out a Public Facilities project to provide ADA access at Rotary Park; and

WHEREAS the Township will enter into grant agreement(s) for said grant(s) if approved; and

WHEREAS, that grant agreement(s) will require the Township of Lower to comply with all federal regulations with respect to citizen participation; and

WHEREAS, the Township of Lower has reviewed the State Model Citizen Participation Plan prepared for Small Cities CDBG grantees.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, State of New Jersey, that;

1. The State Model Citizen Participation Plan developed by the New Jersey Department of Community Affairs, Small Cities Community Development Block Grant program is adopted by the Township of Lower; and
2. The Township of Lower will follow all regulations set forth in that document throughout the term of the grant agreement cited above.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-276

Title: APPROVAL OF PUBLIC FACILITIES GRANT MANAGEMENT PLAN
ADA ACCESS AT ROTARY PARK

WHEREAS, the Township of Lower will apply for approximately \$400,000 to carry out a NJDCA Fiscal Year 2020 Small Cities CDBG Public Facilities project to provide ADA access at Rotary Park; and

WHEREAS, the NJ Department of Community Affairs requires the Township of Lower to prepare a Grant Management Plan to define project staffing and project activities; and

WHEREAS, the NJ Department of Community Affairs requires the Township of Lower to officially adopt its Grant Management Plan; and

WHEREAS, the Township of Lower has prepared a Grant Management Plan for its Fiscal Year 2020 Public Facilities project.

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey adopts the Grant Management Plan prepared by Colleen Crippen for the Fiscal Year 2020 Public Facilities project.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-277

Title: IDENTIFYING SMALL CITIES FAIR HOUSING OFFICER

WHEREAS, the Township of Lower is applying for a Fiscal Year 2020 Small Cities Community Development Block Grant for approximately \$400,000 for Rotary Park ADA improvements; and

WHEREAS, the Township of Lower must make efforts to affirmatively further fair housing; and

WHEREAS, the Township of Lower has reviewed various actions that would be acceptable to the New Jersey State Department of Community Affairs and the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Lower has made assurances in the grant agreement that:

1. It will comply with the Housing and Community Development Act of 1974, as amended, and regulations issues thereto
2. It will comply with the Civil Rights Act of 1964, and the regulations issued thereto it
3. It will comply with the Fair Housing Act of 1968 and will affirmatively further fair housing
4. It will comply with the Age Discrimination Act of 1975 and with the Rehabilitation Act of 1973.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Colleen Crippen shall be designated as the Small Cities Program Fair Housing Officer for the Township of Lower.

BE IT FURTHER RESOLVED that the Fair Housing Officer shall contact the USHUD Regional Office of Housing and Equal Opportunity and the NJ Division on Civil Rights to inform those agencies of her appointment as Fair Housing Officer and request Fair Housing Information.

BE IT FURTHER RESOLVED, that the Fair Housing Officer shall provide fair housing advisory services and assistance and referral advice to persons requesting such assistance from the Township of Lower.

BE IT FURTHER RESOLVED, that the Township of Lower will publish in the local newspaper of record and post at the Township Municipal Building a public notice announcing the appointment of the Fair Housing Officer and the availability of local fair housing advisory services.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

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

RESOLUTION #2019-278

Title: AWARD NATIONAL COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL FORMERLY NATIONAL JOINT POWERS ALLIANCE (NJPA) TO HUNTER'S TRUCK S & S FOR ONE (1) 2019 INTERNATIONAL CV515 SFA CHASSIS

WHEREAS, The Township of Lower participates in the National Joint agreement with Sourcewell, formerly National Joint Power Alliance (NJPA) Membership # 28077; and intends to purchase under Contract #081716-NVS for a 2019 International CV515 SFA Chassis; and

WHEREAS, the National Cooperative contract was reviewed by the QPA and Public Works Director Gary Douglass; advertised on August 14, 2019 with comment period ending August 27, 2019; and

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

Appropriation: _____

Signature: _____
Lauren Read, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded to Hunter's Truck S & S pursuant to the proposal submitted in response to the Sourcewell National Cooperative Purchasing Agreement for the Request for Proposals as follows:

AWARD: Hunters Truck S & S \$52,153.00
Contract #081716-NVS
Contract expires 11/15/2020

The Township of Lower is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order shall serve as the Contract for the award of the bid.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019.

Julie A Picard, Township Clerk

NJPA AWARDED CONTRACT

NJPA VENDOR CONTRACT SUMMARY – Navistar

DATE November 15, 2016	RFP # 081716
AWARDED CONTRACT NUMBER 081716-NVS	NJPA RFP TITLE & CATEGORY CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
CONTRACT PERIOD November 15, 2016 – November 15, 2020	PRICING MODEL Percent Discount Off List: 31%-47%
DESCRIPTION Class 6-8 Chassis	
VENDOR NAME AND ADDRESS Navistar 2701 Navistar Drive Lisle, IL 60532 www.navistar.com	VENDOR CONTACT Martin White 331-332-2370 martin.white@navistar.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS "Contract" as used herein shall mean this RFP, pricing, and fully executed forms P, C, D and E ("Acceptance and Award") with final terms and conditions. <u>Request for Proposal (RFP)</u> <u>Contract Acceptance & Award</u> Pricing and Forms P and C - Available upon request from the NJPA Contract Manager	RELATED CONTRACT DOCUMENTATION <u>Affidavit of Advertisement</u> <u>Proposal Opening Witness Page</u> <u>Proposal Evaluation</u>
--	--

NJPA INFORMATION

NJPA CONTACT Andy Campbell	TITLE NJPA Contract Administrator
PHONE 218-895-4145	EMAIL Andy.campbell@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department



Prepared For:
Township of Lower
Gary Douglass
2600 Bayshore Rd.
Villias, NJ 08251-1300
(609)886 - 2005
Reference ID: Chassis only

Presented By:
HUNTER'S TRUCK S&S
Tom Grogan II
2320 HIGH HILL RD.
LOGAN TOWNSHIP NJ 080854538
856-241-8890

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2019 CV515 SFA (CV515)

AXLE CONFIG:	4X2
APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500 Calc. Start / Grade Ability: 48.46% / 4.21% @ 55 MPH Calc. Geared Speed: 90.3 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 63.00
ENGINE, DIESEL:	{International 6.6} EPA 2017, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G HDR (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 63.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL

LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper

BUMPER, FRONT Contoured, Steel, Chrome Plated, for CV and RE Bus

BUMPER EXTENSION, FRONT 4.0"

WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)

AXLE, FRONT NON-DRIVING {Dana Spicer D-800N} I-Beam Type, 8,000-lb Capacity

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 8,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Hydromax Brake Booster and Master Cylinder

DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes

DUST SHIELDS, REAR BRAKE for Hydraulic Brakes

BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted

BRAKES, FRONT, HYDRAULIC DISC Quadraulic; Four 64mm Diameter Pistons

BRAKES, REAR, HYDRAULIC DISC Quadraulic; Four 64mm Diameter Pistons

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 15" Dia., Black

STEERING GEAR {Bosch S2 8014 Plus} Power

EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust

ENGINE EXHAUST BRAKE for International 6.6 Engine

ELECTRICAL SYSTEM 12-Volt for CV Model

Includes

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever

ALTERNATOR {Denso SC6} Brush Type, 12 Volt 220 Amp. Capacity

TRAILER BRAKE CONTROL Integrated

BODY BUILDER WIRING Rear of Frame; Includes One Sealed Connector for Separate Ground/Backup/ Left and Right Hand Turn, Left and Right Hand Tail/Stop/ Accessory Power and Combined for Left and Right Hand Stop/Turn

BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud

SPEAKERS (6)

Description

RADIO AM/FM Stereo/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display, Satellite Radio Compatible

BACK-UP ALARM Electric, 102 dBA

TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps

STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light

AUXILIARY HARNESS "Y" Harness for Auxiliary Front Head Lights (High/Low Beam), Marker Lights, and Turn Signals for Front Plow Applications

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab

JUMP START STUD Remote Mounted

HEADLIGHTS Halogen, Composite Aero Design, Chrome Trim Bezel, with Daytime Running Lights

SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses

CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab

STARTING MOTOR 12 Volt

SWITCH, TOGGLE, ROOF WORKLIGHT Lighted; in Overhead Console and Wiring Effects for Customer Furnished Roof Mounted Light

LOGOS EXTERIOR Model Badges

GRILLE Chrome, with Chrome Headlight Bezels

FRONT END Tilting, Fiberglass, with Three Piece Construction

FENDER EXTENSIONS Painted

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

SNOW PLOW PREP PACKAGE Includes Wiring for Roof Mounted Light

GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)

ENGINE, DIESEL {International 6.6} EPA 2017, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)

Includes

: OIL FILTER, ENGINE Spin-On Type

FAN DRIVE Viscous Screw On Type, Rear Tether, Electronically Controlled

AIR CLEANER Single Element, with Water Separator

FEDERAL EMISSIONS {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2019

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control

GOVERNOR Electronic Road Speed Type; with 65 MPH Default

EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door

BLOCK HEATER, ENGINE 120 Volt/800 Watt

Description

RADIATOR Aluminum; 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, with In-Tank Transmission Cooler

TRANSMISSION, AUTOMATIC {Allison 1750 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway

TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints

SHIFT CONTROL PARAMETERS Allison 1000 or 2000 Series Transmissions, 5th Generation Controls, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.88

SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs

SHOCK ABSORBERS, REAR (2)

FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle

DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab

CAB Conventional, Day Cab

Includes

: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console

: READING LIGHT, CAB Located in Overhead Console

: STEP (2) One Per Door

: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door

MIRROR, INSIDE REAR VIEW with Manual Tilt

GLASS, ALL WINDOWS Solar Absorbing, Tint

COLOR, INTERIOR Dark Ash

GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information

SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar

SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline

MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: SUN VISOR (2) Vinyl

WINDOW, POWER (2) in Left and Right Doors

AIR BAG, FRONT, DRIVER SIDE

AIR BAG, FRONT, PASSENGER SIDE

AIR CONDITIONER with Heater, Single Zone

WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Description

(4) TIRE, REAR 225/70R19.5 Load Range G HDR (CONTINENTAL), 647 rev/mile, 87 MPH, Drive

(2) TIRE, FRONT 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position

Cab schematic 100CX

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A

DEALER PERP CHASSIS, DOT, FIRE EXT, TRIANGLE KIT

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$55,153.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$55,153.00
Total Goods Purchased:		\$650.00
Freight Charge	\$1,495.00	
Total Freight:		\$1,495.00
Total Factory List Price Including Freight:		\$57,298.00
Less Customer Allowance:		(\$4,500.00)
Total Vehicle Price:		\$52,798.00
Total Sale Price:		\$52,798.00
Total Per Vehicle Sales Price:		\$52,798.00
Net Sales Price:		\$52,798.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

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

ORDINANCE #2019-13

Title: AN ORDINANCE AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY PURSUANT TO THE NEW JERSEY LONG TERM TAX EXEMPTION LAW FOR THE PROPERTY IDENTIFIED AS BLOCK 410.01, LOT 36.01, ALSO KNOWN AS THE CAPE MAY COUNTY TECH VILLAGE.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") allows municipalities to authorize and participate in the redevelopment and improvement of areas deemed to be in need of redevelopment; and

WHEREAS, on June 5, 2017, in order to stimulate rehabilitation and redevelopment within the Township, specifically at the Cape May County Airport, the Township Council of the Township of Lower (hereinafter "Council") adopted Resolution 2017-199, designating a portion of Block 410, Lots 36, specifically Lot 36.01, as a Redevelopment Area ("Redevelopment Area") pursuant to the Redevelopment Law; and

WHEREAS, on July 16, 2018, Council, pursuant to Ordinance No. 2018-12, adopted the "Cape May County Airport Tech Village Redevelopment Plan," dated June 2018 (the "Redevelopment Plan"); and

WHEREAS, pursuant to the Redevelopment Law, the County, entered into a redevelopment agreement (the "Redevelopment Agreement"), designating the Atlantic County Improvement Authority (hereinafter "Entity") as the redeveloper of the Redevelopment Area identified as Block 410.01, Lot 36.01 on the Official Tax Map of the Township (hereinafter "Property"), and outlining the terms and conditions pursuant to which the Property was to be redeveloped; and

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement contemplated that the Township and the County would enter into a financial agreement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the County has formally requested that the Township authorize the approval of a long term tax exemption for the Cape May County Airport Tech Village redevelopment project; and

WHEREAS, the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, and such other statutes as may be sources of relevant authority, if any, authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the County to the Township as set forth in such laws; and

WHEREAS, in accordance the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the Township and the County negotiated a thirty (30) year Financial Agreement, a copy of which is attached hereto as **Exhibit A**, which sets forth the rights and obligations of the parties and which details the annual service fee that the County will pay to the Township in lieu of taxes for this Project; and

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

Section 1. The Township Council of the Township of Lower hereby approves the form and content of the Financial Agreement attached hereto as **Exhibit A**. Township Council finds that the execution of the attached Financial Agreement is in the best interests of the Township as the Project is beneficial to the overall community, it achieves the goals and objectives of the Redevelopment Plan, it will help revitalize the Redevelopment Area, and it will enhance economic development within the Township.

Section 2. The Mayor is hereby authorized to execute the Financial Agreement attached hereto as **Exhibit A**;

Section 3. The Township Clerk is hereby authorized and directed, upon the execution of the Financial Agreement by the Mayor, to attest to the signature of the Mayor and to affix the official seal of the Township to said Financial Agreement;

Section 4. The Township Clerk shall deliver a certified copy of this Ordinance and Financial Agreement to the Township Tax Assessor;

Section 5. Within ten (10) calendar days following the later of the effective date of an ordinance following its final adoption by the governing body approving the tax exemption or the execution of the financial agreement by the urban renewal entity, the municipal clerk shall transmit a certified copy of the ordinance and financial agreement to the chief financial officer of the County and to the County Counsel for informational purposes.

Section 6. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof;

Section 7. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8. This Ordinance shall take effect in accordance with all applicable laws.

Erik Simonsen, Mayor

Frank Sippel, Deputy Mayor

Thomas Conrad, Councilmember

David Perry, Councilmember

Roland Roy, Jr., Councilmember

First Reading: Aug 19, 2019

Adopted:

Attest: _____
Julie A Picard, Township Clerk

FINANCIAL AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE COUNTY OF CAPE MAY

DATED

A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 et seq., FOR BLOCK 410.01, LOT 36.01 IN THE TOWNSHIP OF LOWER

FINANCIAL AGREEMENT
FOR BLOCK 410.01, LOT 36.01

THIS FINANCIAL AGREEMENT (hereinafter "Agreement"), is made this ____ day of _____, 2019 (the "Effective Date") by and between the **TOWNSHIP OF LOWER** (hereinafter "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **COUNTY OF CAPE MAY** (hereinafter "County"), a body corporate and politic of the State of New Jersey whose administrative offices are located at 4 Moore Road, DN-101, Cape May Court House, New Jersey 08210, and who may collectively be referred to herein as the "Parties," and each may be called, separately, a "Party."

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") allows municipalities to authorize and participate in the redevelopment and improvement of areas deemed to be in need of redevelopment; and

WHEREAS, on June 5, 2017, in order to stimulate rehabilitation and redevelopment within the Township, specifically at the Cape May County Airport, the Township Council of the Township of Lower (hereinafter "Council") adopted Resolution 2017-199, designating a portion of Block 410, Lots 36, specifically Lot 36.01, as a Redevelopment Area ("Redevelopment Area") pursuant to the Redevelopment Law; and

WHEREAS, on July 16, 2018, Council, pursuant to Ordinance No. 2018-12, adopted the "Cape May County Airport Tech Village Redevelopment Plan," dated June 2018 (the "Redevelopment Plan"); and

WHEREAS, pursuant to the Redevelopment Law, the County, entered into a redevelopment agreement (the "Redevelopment Agreement"), designating the Atlantic County Improvement Authority (hereinafter "Entity") as the redeveloper of the Redevelopment Area identified as Block 410.01, Lot 36.01 on the Official Tax Map of the Township (hereinafter "Property"), and outlining the terms and conditions pursuant to which the Property was to be redeveloped; and

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement contemplated that the Township and the County would enter into a financial agreement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the County has formally requested that the Township authorize the approval of a long term tax exemption for the Cape May County Airport Tech Village redevelopment project; and

WHEREAS, on _____, 2019, the Township adopted Ord. No. _____, entitled "An Ordinance Authorizing the grant and execution of a Financial Agreement for a Long Term Tax Exemption with the County of Cape May, for Block 410.01, Lot 36.01 on the Official Tax Map of the Township of Lower" (hereinafter "Ordinance"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, and such other statutes as may be sources of relevant authority, if any, authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the County to the Township as set forth in such laws; and

WHEREAS, the Parties have entered into this Financial Agreement to memorialize the terms and conditions by which the County will pay Annual Service Charges to the Township in lieu of real property taxes on the improvements to be made in connection with the Cape May County Airport Tech Village project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1
GENERAL PROVISIONS

SECTION 1.1 GOVERNING LAW

This Financial Agreement shall be governed by the laws of the State of New Jersey, including the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, the Ordinance, and all other applicable law.

SECTION 1.2 DEFINITIONS

The terms defined in the preambles hereto retain the meanings assigned to such terms therein. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall have the following meanings:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3(b).

Allowable Profit Rate - The Allowable Profit Rate for the purpose of this Financial Agreement will be calculated as set forth in N.J.S.A. 40A:20-3(b). The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

Annual Gross Revenue – Pursuant to N.J.S.A. 40A:20-3(a), the annual gross revenue shall be calculated as all income, monies or revenues generated or derived by or through the County (or by or through any assignee, lessee, tenant, licensee or other space occupant of County) that arise out of or are in connection with or attributable to the Cape May County Airport Tech Village from any source and before deductions for any costs or expenses, excepting therefrom any gain realized by the County on the sale of any unit in fee simple, whether or not taxable under Federal or State law.

Annual Service Charge - The amount the County has agreed to pay the Township, or its designee, for municipal services supplied to the Project, which sum, after appropriate credit for

Land Taxes, is in lieu of any taxes on the Improvements to the property, which amount shall be prorated in the year in which the Annual Service Charge begins and the year in which the Annual Service Charge terminates.

Applicable Law – All federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Local Redevelopment and Housing Law, the Long Term Tax Exemption Law, as applicable, relevant construction codes including construction codes governing access for persons with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in N.J.S.A. 40A:20-3(c). The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

Certificate of Occupancy - A Temporary or Permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code issued by the Township as authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

County – The County of Cape May.

Debt Service - the amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by this Agreement.

Default - A breach or the failure of either Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods after written notice of such failure.

In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale in accordance with the provisions of N.J.S.A. 54:5-1 et seq.

In Rem Tax Foreclosure Act – N.J.S.A. 54:5-104.29 et seq., as the same may be amended or supplemented from time to time.

Land – The real property, but NOT the Improvements, known as a portion of Block 410.01, Lot 36.01 on the Official Tax Map of the Township of Lower, New Jersey.

Land Taxes - The amount of taxes assessed on the value of the Land, in the event it is determined that the Land is not exempt, exclusive of the value of any Improvements related thereto, in accordance with Applicable Laws.

Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods, if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Long Term Tax Exemption Law - N.J.S.A. 40A:20-1 et seq., as amended and supplemented.

Minimum Annual Service Charge – The amount of the total taxes levied against the Property (Land and Improvements) in the last full year prior to this agreement. Notwithstanding any provision of the Agreement to the contrary, the Annual Service Charge shall never be reduced below the Minimum Annual Service Charge through any tax appeal on the Land and/or Improvements or any other legal proceeding regarding the Project during the period that this Agreement is in force and effect.

Net Profit – The Annual Gross Revenue of the business pertaining to the Property, less all operating and non-operating expenses of the business, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c), which includes, but is not limited to, the Debt Service and an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the exemption granted pursuant to this Agreement as well as all other expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).

Partial Assessment – Assessment upon a partially completed improvement, that is, an improvement that is partially constructed as of October 1 of the pre-tax year and has not at that time received a temporary or permanent certificate of occupancy allowing the start of the exemption period and the Annual Service Charge under this agreement.

Project - As defined herein and in the Redevelopment Agreement, which qualifies as a “project” as defined in N.J.S.A. 40A:20-3(e). Any reference in the Redevelopment Agreement to the “Project,” to the extent such reference is applicable to this Financial Agreement, shall refer to the Project.

Property – Block 410.01, Lot 36.01 on the Official Tax Map of the Township of Lower

State – The State of New Jersey.

Tax Assessor – The Township tax assessor.

Tax Collector – The Township tax collector.

Tax Sale Law – N.J.S.A. 54:5-1 et seq., as the same may be amended or supplemented from time to time.

Termination – Expiration of the term of this Agreement or any action or omission which by operation of the terms of this Agreement shall cause the County to relinquish or forfeit the tax exemption granted pursuant to this Agreement.

Total Project Cost – The total cost of construction and/or rehabilitation of the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are as defined in N.J.S.A. 40A:20-3(h). There shall be included in Total Project Cost the actual costs incurred to construct the Improvements which are specifically described in the Application.

Township - The Township of Lower, County of Cape May, State of New Jersey.

SECTION 1.3 INTERPRETATION AND CONSTRUCTION

In this Agreement, unless the context otherwise requires:

A. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

E. Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

F. All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

G. All exhibits referred to in this Agreement and attached hereto are incorporated into this agreement and made a part hereof by reference, provided however, in the event of a conflict between the language and/or provisions of a referenced exhibit and the language and/or provisions of the body of this agreement, the language of the body of this agreement shall control.

ARTICLE 2
APPROVAL

SECTION 2.1 APPROVAL OF TAX EXEMPTION.

The Township has granted and does hereby grant its approval for a tax exemption for the Project/Property in accordance with the Long Term Tax Exemption Law. Pursuant to the Ordinance, all Project Improvements owned by the County shall be exempt from taxation in accordance with this Financial Agreement.

The Project/Property shall be substantially as described within the Redevelopment Agreement. The County represents and covenants that, effective as of the completion of the Project, the Project shall be financed, used, managed and operated for its intended purposes as outlined within the Redevelopment Plan. It is expressly understood and agreed by the Parties hereto that the Township expressly relies upon the facts, data and presentations contained in the Redevelopment Plan in granting this tax exemption.

SECTION 2.2 APPROVALS.

Approval hereunder is granted to the County for the contemplated Project, which shall in all respects materially comply and conform to: (a) all Applicable Laws; (b) the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof; and (c) any resolutions of the Township Planning Board regarding the Project.

ARTICLE 3
DURATION OF AGREEMENT

SECTION 3.1 TERM.

It is understood and agreed by the Parties that this Financial Agreement, including the obligation to pay Annual Service Charges required under Article 4 hereof and the tax exemption granted and referred to in Section 2.1 hereof, shall remain in effect for a period of thirty (30) years from the Project Completion Date ("Term"). At the expiration of the Term, the tax exemption for the Project shall expire and the Project Improvements shall thereafter be assessed and taxed in accordance with the general law applicable to other non-exempt property located within the Township. After the expiration of the Term, all restrictions and limitations upon the County shall terminate upon the County's rendering and the Township's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

SECTION 3.2 DATE OF TERMINATION.

Upon any termination of the tax exemption described in this Financial Agreement, the date of such termination shall be deemed to be the end of the calendar year and the tax exemption for the Project contemplated in this Financial Agreement shall remain in effect until the end of said calendar year.

SECTION 3.3 TERMINATION BY COUNTY NOT PERMITTED.

The County shall have no authority to voluntarily terminate this Financial Agreement.

ARTICLE 4
ANNUAL SERVICE CHARGE

SECTION 4.1 ANNUAL SERVICE CHARGE.

Notwithstanding anything herein to the contrary, or the exercise by the Township of any right or remedy provided for herein or otherwise available with respect hereto, so long as this Financial Agreement has not been terminated, the County shall pay an Annual Service Charge to the Township for the duration of the tax exemption provided for in Section 2.1 and 3.1 of this Financial Agreement.

SECTION 4.2 PAYMENT OF ANNUAL SERVICE CHARGE

- A. In consideration of the tax exemption, the County shall make payment of the Annual Service Charge commencing on the effective date, in accordance with the Tech Village Pilot Fee Schedule attached hereto as **Exhibit B**, in accordance with the terms and conditions set forth in paragraph 4.3 below.
- B. Payment of the Annual Service Charge shall be made to the Township on a quarterly basis on February 1, May 1, August 1, and November 1 after the effective date in accordance with the Township's tax collection schedule, subject, nevertheless, to adjustment for over or underpayment within ninety (90) days after the close of each calendar year. The obligation to pay the Annual Service Charge shall continue until the Termination of this Agreement.
- C. In the event that the County fails to pay the Annual Service Charge or any installment thereof within thirty (30) days of the date its due and owing, the amount past due shall bear the highest rate of interest permitted under applicable state law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens on land until paid.
- D. In accordance with the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-12, in the event of any change in the tax-exemption status as provided herein during any tax year, including but not limited to any Termination, the procedure for the apportionment of any taxes and/or Annual Service Charge, as the case may be, shall be the same as in the case of other changes in tax exemption status to any other property located within the Township during the tax year, in accordance with Applicable Law.

SECTION 4.3 ANNUAL SERVICE CHARGE AMOUNT.

Pursuant to N.J.S.A. 40A:20-12, the Annual Service Charge shall be an amount equal to a percentage of annual gross revenues as set forth below, and in accordance with the payment schedule set forth within **Exhibit B**, and as more specifically outlined as follows:

- i. Pursuant to the fee schedule outlined within **Exhibit B**, during taxable years one (1) through six (6) of this Agreement, the County shall pay an Annual Service Charge, to the Township, in an amount equal to ten percent (10%) of the projected annual Gross Revenues generated in connection with the project.
- ii. Notwithstanding the foregoing, at the conclusion of year six (6) of this agreement the County shall pay an annual service fee, to the Township, in accordance with the following payment schedule, and as set forth within **Exhibit B**:
 - a. Effective on the first day of year seven (7) through the last day of year twelve (12) of this Agreement, the Annual Service Charge shall be equal to a minimum of twenty percent (20%) of otherwise applicable taxes, agreed upon as Eight Thousand Eight Hundred and Five (\$8,805.00) Dollars;
 - b. Effective on the first day of year thirteen (13) through the last day of year eighteen (18) of this Agreement, the Annual Service Charge shall be equal to forty percent (40%) of otherwise applicable taxes, agreed upon as Seventeen Thousand Six Hundred Ten (\$17,610.00) Dollars;
 - c. Effective the first day of year nineteen (19) through the last day of year twenty-four (24) of this Agreement, the Annual Service Charge shall be equal to a minimum of sixty percent (60%) of otherwise applicable taxes, Twenty Six Thousand Four Hundred Fifteen (\$26,415.00) Dollars;
 - d. Effective the first day of year twenty-five (25) through the last day of year thirty (30) of this Agreement, the Annual Service Charge shall be equal to a minimum of eighty percent (80%) of otherwise applicable taxes, Thirty Five Thousand Two Hundred Twenty (\$35,220.00) Dollars.
- iii. Effective the first day of year thirty-one (31) following the effective date of this Agreement the Annual Service Charge shall be equal to a minimum of 100% of otherwise applicable taxes at which such time the Annual Service Charge and the terms of this Agreement shall be considered terminated.
- iv. The Annual Service Charge shall be due beginning on the Effective Date of this Agreement and paid in year one of the term of this Agreement in the same manner as all applicable tax bills. In the event the County fails to timely pay the Annual Service Charge, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

SECTION 4.4 ADMINISTRATIVE FEE.

The County shall pay annually an administrative fee to the Township in addition to the Annual Service Charge. The Administrative Fee shall be computed as two percent (2%) of the Annual Service Charge required pursuant to Section 4.3 above. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual

Service Charge. In the event the County fails to pay the Administrative Fee within thirty (30) days of it being due and owed, the amount unpaid shall bear the highest rate of interest permitted under applicable New Jersey law in the case of unpaid taxes or tax liens until paid. Notwithstanding the foregoing, the Township may, in its sole discretion, reduce or waive the Administrative Fee to the extent the County can justify a financial need for a waiver or reduction; provided, that, any reduction or waiver of the Administrative Fee by the Township shall not be deemed to be a reduction or waiver of the County's obligations and required payments pursuant to this Agreement.

SECTION 4.5 MATERIAL CONDITIONS.

It is expressly agreed and understood that all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, Land Taxes, if applicable, and the Administrative Fee are material conditions of this Agreement (the "**Material Conditions**"). If any other term, covenant or condition of this Agreement, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

SECTION 4.6 NO REDUCTION IN PAYMENT OF THE ANNUAL SERVICE CHARGE.

Neither the amounts nor dates established for payment of the Annual Service Charge, as provided in the preceding sections shall be reduced, amended or otherwise modified during the Term of this Agreement.

ARTICLE 5 REMEDIES

SECTION 5.1 REMEDIES.

In the event of a breach of this Financial Agreement by any of the Parties hereto, any and all rights and remedies of the Parties may be enforced in the Superior Court of New Jersey, at law or in equity, provided, however, that under no circumstances may any party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages for any breach of this Financial Agreement. Whenever the word "Taxes" appears, or is implied, directly or indirectly, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Financial Agreement, as if the Annual Service Charge was a tax or municipal lien on land. If the County fails to make any payment of the Annual Service Charges, or other monetary obligations of the County as set forth in this Financial Agreement, the sole remedy of the Township shall be those provided for collection of taxes under New Jersey Statutes, including but not limited to an In Rem Tax Foreclosure.

ARTICLE 6
CERTIFICATE OF OCCUPANCY

SECTION 6.1 CERTIFICATE OF OCCUPANCY.

It is understood and agreed that the County shall remain obligated to make application for and make all good faith efforts which are reasonable to obtain Certificates of Occupancy for the Project in a timely manner.

SECTION 6.2 FILING OF CERTIFICATE OF OCCUPANCY.

It shall be the primary responsibility of the County to forthwith file with the Tax Assessor, the Tax Collector and the Chief Financial Officer of the Township a copy of such Certificate of Occupancy.

ARTICLE 7
ANNUAL AUDITS

SECTION 7.1 ACCOUNTING SYSTEM.

The County agrees to maintain a system of accounting and internal controls established and administered in accordance with the provisions prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and as otherwise prescribed in the Long Term Tax Exemption Law during the term of this Financial Agreement.

SECTION 7.2 PERIODIC REPORTS.

A. Auditor's Report. Annually, within one hundred eighty (180) days after the close of each fiscal or calendar year, depending on the County's accounting basis, that this Financial Agreement shall continue in effect, the County shall submit its Auditor's Report certified by an independent certified public accountant for the preceding fiscal or calendar year to the Mayor and Council, and the Township Clerk, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:20-9(d). Said Auditor's Report shall identify and calculate the Net Profit for the period shown.

SECTION 7.3 INSPECTION.

Upon the request of the Township or the Division of Local Government Services in the Department of Community Affairs, the County shall permit the inspection of property, equipment, buildings and other facilities of the County by the requesting party or its agents. It also shall permit, upon request of the Township or the Division of Local Government Services in the Department of Community Affairs, reasonable examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by such Township or Division of Local Government Services in the Department of Community Affairs. Requests for such inspection shall be made by way of written notice ten (10) days prior to the proposed inspection. Such inspection, examination or audit shall be made during the hours of the business day, in the

presence of any officer or agent of the County. To the extent reasonably possible, the inspection will not materially interfere with construction or operation of the Project.

SECTION 7.4 LIMITATION ON PROFITS AND RESERVES.

During the period of tax exemption as provided herein, the Allowable Net Profit limitation shall apply to the County, as it relates this Project, pursuant to the provisions of N.J.S.A. 40A:20-1 et seq. Pursuant to N.J.S.A. 40A:20-15, the calculation of Net Profit shall be cumulative for the period commencing at the time of the Project Completion Date. Any gain realized by the County on either (a) the sale of all or a portion of the Project and/or Property, whether or not taxable under Applicable Law, or (b) the refinancing proceeds from financing or refinancing of a mortgage or mortgages encumbering the Project and/or Property or any portion thereof, is expressly excluded from calculation of Annual Gross Revenue and from Net Profit as set forth in N.J.S.A. 40A:20-3 for the purpose of determining compliance with N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16.

SECTION 7.5 PAYMENT OF DIVIDEND AND EXCESS PROFIT CHARGE.

Whenever, as it relates to this Project, the Net Profit of the County for the period, taken as one accounting period, commencing upon the Project Completion Date and terminating at the end of the last full fiscal year, shall exceed the Allowable Net Profits for the period, the County shall, within ninety (90) days of the close of that fiscal year, pay the excess Net Profit to the Township as an additional service charge, provided, however, that the County may maintain any reserves permitted by N.J.S.A. 40A:20-3(c)(1) or 40A:20-15.

ARTICLE 8
ASSIGNMENT, ASSUMPTION OR TRANSFER

SECTION 8.1 RESTRICTIONS ON TRANSFERS.

The County shall not, without the prior written consent of the Township: (a) effect or permit any change, directly or indirectly, in the ownership of the Property/Project which affects a 10% or more interest in the Property/Project, (b) assign or attempt to assign this Agreement or any rights herein or in the Property or the Project, or (c) make any total sale, or conveyance of the whole of its interest in the Project or the Property (collectively a "Transfer"). The written consent required pursuant to this Section shall not be unreasonably withheld, delayed or conditioned.

Any Transfer in violation of this Section 8.1 shall be an Event of Default of the County. The Township shall notify the County of such default and provide thirty (30) days in which the County shall have an opportunity to cure such default. Any such Event of Default shall entitle the Township to seek all remedies available under the terms hereof, and those available at law or in equity, including specific performance. In the absence of specific written consent by the Township, no such sale, Transfer, conveyance or assignment of the Property or Project, or any part thereof, shall be deemed to relieve the County from any obligations under this Agreement.

SECTION 8.2 APPROVAL.

The Township hereby consents to the sale by the County of all or a portion of the Project or Property, or both, in the following instances:

(A) The Township hereby consents to the sale of the Project or Property, or both, or any portion thereof that has been devoted to fee simple ownership, to an urban renewal entity organized under and in full compliance with the provisions of the Long Term Tax Exemption Law, including all successors and assigns of any transferee urban renewal entity, all owning no other project at the time of the transfer, provided that the obligations of the County under this Financial Agreement are, to the extent those obligations relate to the portion of the Property, acquired by the transferee. Further, the Township consents that upon assumption by the transferee urban renewal entity of the County's obligations, to the extent those obligations relate to the portion of the Property acquired by the transferee under this Financial Agreement, the tax exemption for the Project and Project Improvements shall continue and inure to the transferee urban renewal entity and its respective successors or assigns.

(B) Nothing herein shall prohibit transfer of the ownership interest in the County itself, or require any consent to such transfer, provided that the transfer, if greater than ten percent (10%), is disclosed to the Township in the annual Auditor's Report or in correspondence sent to the Township in advance of the annual Auditor's Report.

SECTION 8.3 OPERATION OF PROJECT.

The County is hereby empowered to plan, develop, construct, maintain and operate the Project in accordance with this Financial Agreement and the Redevelopment Agreement during the Term of this Financial Agreement. The Project shall be planned, developed, constructed, maintained and operated in accordance with all Applicable Law. The terms of the Redevelopment Agreement are incorporated herein as if fully set forth herein.

SECTION 8.4 SUBORDINATION OF FEE TITLE.

It is expressly understood and agreed that the County has the right, subordinate to the lien of the Annual Service Charges and to the rights of the Township, to encumber or assign, or both, the lease to the Land or Project Improvements or both, and that any such encumbrance or assignment shall not be deemed to be a violation of this Financial Agreement.

ARTICLE 9 **WAIVER**

SECTION 9.1 WAIVER.

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the County of any rights and remedies provided by law except for the express waiver herein of certain rights of acceleration and certain rights to terminate this Financial Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Township or the County has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE 10
NOTICE

SECTION 10.1 NOTICE.

Any notice required hereunder to be sent by any party to another party shall be sent to all other parties hereto simultaneously by certified or registered mail, return receipt requested, or by commercial overnight delivery service with package tracking capabilities and for which proof of delivery is available, as follows:

If to the Township, to:

Julie Picard, Municipal Clerk
Township of Lower
2600 Bayshore Road
Lower Township, New Jersey 08251

With a copy to:

David Stefankiewicz, Esq.
Stefankiewicz and Belasco, LLC
111 E. 17th Avenue – Suite 100
North Wildwood, New Jersey 08260

If to the County, to:

Clerk of the Board
4 Moore Road, DN 107
Cape May Court House, New Jersey 08210

With a copy to:

County Counsel
4 Moore Road, DN 104
Cape May Court House, New Jersey 08210

ARTICLE 11
COMPLIANCE

SECTION 11.1 STATUTES AND ORDINANCES.

The County hereby agrees at all times prior to the expiration or other termination of this Financial Agreement to remain bound by the provisions of Applicable Law and any lawful ordinances and resolutions of the Township, including, but not limited to, the Long Term Tax Exemption Law. The County's failure to comply with such statutes or ordinances shall constitute a violation and breach of this Financial Agreement.

ARTICLE 12
CONSTRUCTION

SECTION 12.1 CONSTRUCTION.

This Financial Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Financial Agreement to be drawn since counsel for both the County and the Township have combined in their review and approval of same.

ARTICLE 13
INDEMNIFICATION

SECTION 13.1 INDEMNIFICATION.

It is understood and agreed that the Parties agree to protect, defend, indemnify and save harmless each other and all of each Party's officers, agents and employees from any and all losses, claims, actions, costs, expenses and judgments arising out of or resulting from willful misconduct or sole or gross negligence of the other Party or any of its officers, agents and employees. .

ARTICLE 14
DEFAULT

SECTION 14.1 DEFAULT.

A Default shall be deemed to have occurred if a Party fails to conform to the terms of this Financial Agreement or the Redevelopment Agreement, or fails to perform any obligation imposed upon it by statute, ordinance or lawful regulation beyond any applicable notice, cure or grace period.

SECTION 14.2 CURE UPON DEFAULT.

Should a Party be in Default of any obligation under this Financial Agreement, the Party shall be notified in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the Party shall have sixty (60) days to cure any Default (other than a default in payment of any installment of the Annual Service Charge in which case the default must be cured within thirty (30) days from the date of the County's receipt of the notice described herein), provided such cure can reasonably be effected within such sixty (60) day period. If a cure cannot reasonably be effected within the sixty (60) day period, the Party shall have such additional time to cure as reasonably necessary to effect same. Subsequent to the remedy periods set forth in this Section, the Party shall have the right to proceed pursuant to Applicable Law, subject to Section 5.1 hereof.

No Default hereunder by either Party shall terminate the long term tax exemption described herein or Annual Service Charges set forth herein, which shall continue in effect for the duration of this Financial Agreement.

SECTION 14.3 REMEDIES UPON DEFAULT CUMULATIVE; NO WAIVER.

Subject to all other terms and conditions of this Financial Agreement, all of the remedies provided in this Financial Agreement to the Parties and all rights and remedies granted to them by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Financial Agreement shall deprive the Parties of any of their remedies or actions against the other. Under no circumstances may any party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages for any breach of this Agreement.

SECTION 14.4 FINAL ACCOUNTING.

Within ninety (90) days after the date of Termination, the County shall provide a final accounting and pay to the Township the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the Termination of the Financial Agreement shall be deemed to be the end of the fiscal year for the County.

SECTION 14.5 CONVENTIONAL TAXES.

Upon Termination or expiration of this Financial Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

**ARTICLE 15
MISCELLANEOUS**

SECTION 15.1 CONFLICT.

The Parties agree that in the event of a conflict between the Redevelopment Plan/Agreement and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

SECTION 15.2 ORAL REPRESENTATIONS.

There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Ordinance, and the Redevelopment Agreement constitute the entire agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them.

SECTION 15.3 ENTIRE DOCUMENT.

All conditions in the Ordinance are incorporated in this Financial Agreement and made a part hereof.

SECTION 15.4 GOOD FAITH.

In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 15.5 MUNICIPAL SERVICES.

The County shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release County from its obligation to make such payments.

SECTION 15.6 FINANCING MATTERS.

The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Redevelopment Plan/Agreement.

SECTION 15.7 COUNTERPARTS.

This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15.8 AMENDMENTS.

This Financial Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

SECTION 15.9 SEVERABILITY.

If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF LOWER

Julie Picard, Township Clerk

Erik Simonsen, Mayor

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli, Board Clerk

Gerald Thornton, Freeholder Director

**TOWNSHIP OF LOWER
LONG TERM PILOT AGREEMENT**

DEVELOPER/PROJECT: COUNTY OF CAPE MAY/TECH VILLAGE

BLOCK: 410.01 LOT : 36.01

LOCATION: BREAKWATER ROAD

5 STAGE YEAR	GROSS REVENUE	GROSS REVENUE @10%	PROJECT COST	PROJECT COST @2%	ASSESSMENT (PROPOSED)	TAXES (PROPOSED) @20/40/60/80
1			\$5,200,000.00	\$104,000.00	\$2,500,000.00	
2	\$65,950.00	\$6,595.00	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
3	\$79,869.00	\$7,986.90	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
4	\$98,143.38	\$9,814.34	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
5	\$105,568.35	\$10,556.84	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
6	\$120,652.98	\$12,065.30	\$5,200,000.00	\$104,000.00	\$2,500,000.00	
7	\$134,902.81	\$13,490.28	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
8	\$137,600.87	\$13,760.09	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
9	\$140,352.88	\$14,035.29	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
10	\$143,159.94	\$14,315.99	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
11	\$146,023.14	\$14,602.31	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
12	\$148,943.60	\$14,894.36	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$8,805.00
13	\$151,922.47	\$15,192.25	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
14	\$154,960.92	\$15,496.09	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
15	\$158,060.14	\$15,806.01	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
16	\$161,221.35	\$16,122.14	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
17	\$164,445.77	\$16,444.58	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
18	\$167,734.69	\$16,773.47	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$17,610.00
19	\$171,089.38	\$17,108.94	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
20	\$174,511.17	\$17,451.12	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
21	\$178,001.39	\$17,800.14	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
22	\$181,561.42	\$18,156.14	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
23	\$185,192.65	\$18,519.27	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
24	\$188,896.50	\$18,889.65	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$26,415.00
25	\$192,674.43	\$19,267.44	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
26	\$196,527.92	\$19,652.79	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
27	\$200,458.48	\$20,045.85	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
28	\$204,467.65	\$20,446.77	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
29	\$208,557.00	\$20,855.70	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
30	\$208,557.00	\$20,855.70	\$5,200,000.00	\$104,000.00	\$2,500,000.00	\$35,220.00
31					\$2,500,000.00	\$44,025.00
32						
33						
34						
35						
36						
37						

CASH RECONCILIATION JULY 31, 2019

	Cash		Less Checks Outstanding	Cash Book Balance
	*On Hand	On Deposit		
Current	564,432.90	6,586,496.41	614,370.15	6,536,559.16
Trust - Assessment				
Trust - Dog License	55.00	13,121.11	0.00	13,176.11
Trust - Other	3,332.68	3,492,708.18	29,398.89	3,466,641.95
Capital - General	0.00	6,477,951.09	0.00	6,477,951.09
Water - Operating				0.00
Water - Capital				0.00
Assessment Utility Trust				0.00
Public Assistance**				0.00
Garbage District				0.00
Grant Fund				0.00
Total	567,820.56	16,570,276.79	643,769.04	16,494,328.31

*include Deposits In Transit (and change funds)

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

REQUIRED CERTIFICATION

I hereby certify that all amounts shown in the "Cash on Deposit" column on Sheet 9 and 9(a) have been verified with the applicable bank statements, certificates, agreements or passbooks at 31-Jul-19

I also certify that all amounts, if any, shown for Investments in Savings and Loan Association on any trial balance have been verified with the applicable passbook at 31-Jul-19

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

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

Signature:

Lauren Reed

Title: CFO, Township of Lower

Township of Lower
Treasurer's Report
YTD: 2019

	Total	Jan	Feb	Mar	Apr	May	June	July
BEG. BAL. JAN. 1, 2019	10,174,387.69	10,174,387.69	9,454,051.14	11,980,160.77	4,911,422.82	8,868,369.50	5,681,620.52	7,629,753.15
RECEIPTS:								
Per Revenue Status	42,729,361.65	4,537,039.36	10,569,742.81	6,136,452.47	8,911,029.35	6,008,851.77	1,989,084.11	4,577,161.78
less: post cash surplus	(2,500,000.00)			(2,500,000.00)				
Interest due from Escrow	(3,139.69)	(321.37)	(673.31)	(403.36)	(443.12)	(394.03)	(356.11)	(548.39)
	40,226,221.96	4,536,717.99	10,569,069.50	3,636,049.11	8,910,586.23	6,008,467.74	1,988,728.00	4,576,613.39
Transfers:	0.00							
Capital - GOOD FAITH DEPOSIT	149,000.00							149,000.00
Capital - Clear Interfund	5,846,376.76						3,844,803.72	2,001,572.04
Grants Received:								
Recycling Tonnage \$ Recd	45,397.48	45,397.48						
JIF \$ Recd	2,727.20	1,527.20				1,200.00		
County Warming Ctr \$ Recd	20,000.00					20,000.00		
EMAA \$ RECD	10,000.00	10,000.00						
CC \$ RECD	82,353.43					82,353.43		
BODY ARMOR \$ RECD	12,929.66		4,776.94					8,152.72
ALED \$ REC	1,848.62						1,848.62	
DISTRACTED DRIVING \$ RECD	5,500.00						5,500.00	
NJDOT ROSEANN	120,000.00							120,000.00
NJDOT ALABAMA	43,750.00							43,750.00
OPEN SPACE \$ RECD	509,689.43				509,689.43			
854,196.82								
TOTAL RECEIPTS:	47,076,793.54	4,693,642.67	10,573,846.44	3,636,049.11	9,420,276.66	6,112,011.17	5,840,880.34	6,899,088.15
DISBURSEMENTS:								
2018 Reserves	476,933.45	381,254.90	73,403.63	4,806.78	8,146.84	7,999.90	867.02	454.38
2019 Current	45,617,851.55	4,854,872.61	7,907,346.62	10,607,598.50	4,705,012.38	8,036,197.93	2,351,904.22	7,154,959.29
2019 Capital	5,384,904.87	157,868.49	324,960.87	732,656.13	789,984.57	811,969.78	1,645,383.22	922,081.81
less: Def chgs TAX MAP	(146,200.00)			(146,200.00)				
less: Due capital CIF	(250,000.00)			(250,000.00)				
Appropriation Refunds:	(846,359.04)	(80,016.78)	(257,974.31)	(244,034.35)	(39,814.81)	(67,096.89)	(105,406.75)	(52,015.15)
TOTAL DISBURSEMENTS	50,746,826.26	5,313,979.22	8,047,736.81	10,764,787.66	5,463,328.98	9,298,760.15	3,892,747.71	8,026,480.33
END. BAL. DEC. 31, 2019	6,503,360.97	9,454,051.14	11,980,160.77	4,911,422.82	8,868,369.50	5,681,620.52	7,629,753.15	6,503,360.97
Total Appropriation Refunds	(846,359.04)	(80,016.78)	(257,974.31)	(244,034.35)	(39,814.81)	(67,096.89)	(105,406.75)	(52,015.15)
Bank Balance								
Checking-Ocean First	9,143,114.48	11,419,167.73	5,387,055.68	8,404,683.90	5,334,020.34	7,478,906.50	6,129,287.02	
Checking-Sturdy			29,602.40	29,611.44	318.05	318.96	0.04	
Online Payment Acct	318,870.68	572,440.44	160,117.47	256,718.97	423,406.92	138,796.41	382,290.64	
Total Bank Balance	9,461,985.16	11,991,608.17	5,576,775.55	8,691,014.31	5,757,745.31	7,618,021.87	6,511,577.70	
ADD: Deposits in Transit	135,659.65	57,096.70	23,774.15	508,035.30	77,890.47	21,767.51	181,486.41	
LESS: Outstanding Checks	(143,593.67)	(68,544.10)	(689,126.88)	(330,680.11)	(154,015.26)	(10,036.23)	(189,703.14)	
Adjusted Bank Balance	9,454,051.14	11,980,160.77	4,911,422.82	8,868,369.50	5,681,620.52	7,629,753.15	6,503,360.97	
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Monthly Interest Received-Current Fund	224,939.72	16,788.52	42,627.00	39,484.40	30,616.37	38,873.46	32,042.27	24,507.70
Interest Rate		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%

8/19/2019

OUTSTANDING CHECKS
JULY 2019

PRIOR		
63401	80.00	sturdy
63442	107.92	sturdy
64092	50.00	
64663	2.00	
65019	211.85	
DUE DOG	40.00	

491.77

JULY	
due grants	391.75
due payroll	55.85
due escrow	2,263.18
due tax redemption	677.73
65186	171,929.93
65250	30.00
65288	400.00
65292	25.00
65306	7,627.00
65310	5.00
65317	4,750.00
65322	250.00
65338	805.93

189,211.37
189,703.14

DIT'S	
92,246.98	ONLINE TAX
47.00	ONLINE TAX
1,722.18	ONLINE TAX
58,416.41	ONLINE TAX
3,993.01	
9,586.29	
1,952.91	
375.00	
28.00	
288.00	
2,265.00	
805.00	
25.00	
9,725.63	due from trust poc
10.00	

181,486.41

Treasurer's Report

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

RESOLUTION # 2019-279

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, assembled in public session on September 5, 2019 that an Executive Session closed to the public shall be held on this date at approximately _____ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD						
PERRY						
ROY						
SIPPEL						
SIMONSEN						

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on September 4, 2019

Julie A Picard, Township Clerk