

Signed Resolutions - April 4, 2016

- Res. #2016-109 Payment of Vouchers \$1,101,894.74  
Res. #2016-110 A Resolution Requesting Release of Performance Guarantee for Lighthouse Pointe Marina Condo Association of Cape May Inc; Block 806, Lot 4.01, Escrow #P09-05-06 (\$13,304.40)
- Res. #2016-111 Authorization for Waiver of Fees for Calvary Chapel Cape May (Heating/Air Conditioning system)  
Res. #2016-112 A Resolution Amending Resolution #2016-100; Authorizing the Purchase of Certain Real Property Located in the Township of Lower (4 Clearwater Dr) To Include Settlement Cost (\$1,570.57)
- Res. #2016-113 Approval for Six (6) Concert Shows Series to be Held At Delaware River Bay Authority Ferry Terminal To Media Five LTD and Frank Kielb Entertainment (\$10,875)
- Res. #2016-114 Authorizing Pay Out of Terminal Leave (R.Bailey \$58,907.62)  
Res. #2016-115 Award of Professional Service Contract with Marsh & McLennan for Insurance Brokerage Services (\$20,000)
- Res. #2016-116 Capital Budget Amendment  
Res. #2016-117 Resolution Amending Resolution #2015-189; Approving A Professional Service Contract with Hatch Mott MacDonald for Proposed Lower/Middle Township Bike Path Improvements (\$12,318)
- Res. #2016-118 Approval of Contract with Atlantic City Electric for Anchor (Poles) Relocations for Bike Path (\$20,000)
- Res. #2016-119 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. **Possible Conveyance of Real Property / Contract Negotiations / Lease of Real Property**
- Res. #2016-120 A Resolution Authorizing the Sale of Certain Real Property Located in the Township of Lower to the County of Cape May (405 Breakwater Road – Public Safety Building)
- Res. #2016-121 A Resolution Authorizing the Leasing of Certain Real Property Located in the Township of Lower from the County of Cape May (405 Breakwater Road – Public Safety Building)
- Res. #2016-122 A Resolution Awarding the Lease of Public Land Located at the Intersection of Seaview and Rochester Avenues after the December 1, 2015 Open Public Auction (\$10,000 per yr to Achristavest )

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

RESOLUTION #2016- 109

TITLE: AUTHORIZING THE PAYMENT OF VOUCHERS

<u>Vendor</u>	<u>PO #</u>	<u>Description</u>	<u>CK</u>	<u>Amount</u>
SHORE TITLE	16-00874	4 CLEARWATER AVE	57047	\$201,000.00
SHORE TITLE	16-00875	CLOSING COSTS	57048	\$ 1,570.57
EXPRESS SCRIPTS	16-00893	PRESCRIPTION CLAIMS	330161	\$ 164.78

Total Manual Checks \$ 202,735.35  
 Total Computer \$ 899,159.39

Total Bill List \$ 1,101,894.74

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
 Julie A Picard, Township Clerk

P.O. Type: All      Include Project Line Items: Yes      Open: N    Paid: N    Void: N  
 Range: First      to Last      Rcvd: Y    Held: Y    Aprv: N  
 Format: Condensed      Bid: Y    State: Y    Other: Y    Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00076 AMERICAN TEST CENTER, INC*	16-00497	02/24/16	TEST AND INSPECTION OF LIFTS	Open	2,075.00	0.00		
00153 ATLANTIC CITY ELECTRIC*	16-00867	03/28/16	STREET LIGHTS 2/1/16-2/29/16	Open	28,573.10	0.00		
	16-00868	03/28/16	MARCH 2016 ELECTRIC	Open	19,135.42	0.00		
					47,708.52			
00179 AVERY TEITLER*	16-00544	03/01/16	PLANNING BOARD SOLICITOR	Open	625.00	0.00		
00233 ROBERT BAILEY	16-00851	03/24/16	CONTRACTUAL REIMBURSEMENT- M	Open	194.85	0.00		
	16-00883	03/30/16	CONTRACTUAL REIMBURSEMENT-M	Open	18.00	0.00		
					212.85			
00255 WILLIAM BARCAS	16-00837	03/22/16	CONTRACTUAL REIMBURSEMENT-V	Open	235.00	0.00		
00323 JOHN BEERS	16-00887	03/30/16	CONTRACTUAL REIMBURSEMENT- M	Open	553.13	0.00		
00341 MATTHEW BENDER & CO INC*	16-00562	03/02/16	NJ LE HAND BOOK 2016	Open	227.43	0.00		
00419 RICHARD M BRASLOW, ESQ	16-00838	03/22/16	PROFESSIONAL SERVICES	Open	33.00	0.00		
00443 BSN SPORTS INC*	16-00539	03/01/16	LACING STRING FOR LACROSSE	Open	88.00	0.00		
00611 COUNTY OF CAPE MAY	16-00881	03/29/16	GASOLINE/DIESEL/JAN	Open	10,989.09	0.00		
00651 MUNICIPAL UTIL AUTH DUMP FEES	16-00808	03/21/16	TIPPING FEE/ FEBRUARY	Open	53,461.55	0.00		
00784 CAPE MAY STAR & WAVE	16-00850	03/24/16	LEGAL PUBLICATION 3-16-16	Open	28.52	0.00		
	16-00856	03/24/16	LEGAL PUBLICATION 3-9-16	Open	21.70	0.00		
	16-00873	03/28/16	LEGAL PUBLICATION 3-23-16	Open	132.68	0.00		
					182.90			
01075 COPIERS PLUS*	16-00611	03/07/16	DUPLICATOR SERVICE	Open	172.50	0.00		
01502 PAMELA FELDER	16-00303	01/27/16	CONTRACTUAL REIMBURSEMENT- M	Open	386.10	0.00		B

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

March 30, 2016  
01:53 PM

Lower Township  
Bill List By Vendor Id

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

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

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

RESOLUTION #2016-110

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

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

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

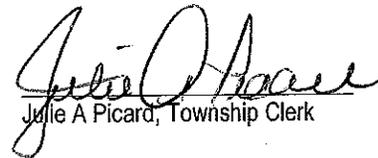
WHEREAS, the Township Engineer has recommended that the Performance Bond be released by the remaining amount of \$13,304.40 leaving a balance of \$2,656.80, on account as a Maintenance Guarantee.

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A. Picard, Township Clerk

MEMORANDUM

TO: Mayor Michael Beck &  
Council members

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

DATE: March 23, 2016

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

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

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

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

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

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

cc: financial file

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

RESOLUTION #2016-111

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

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

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

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A. Picard, Township Clerk

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

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

Dear Council Members:

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

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

We appreciate your time and consideration in this matter.

Respectfully,

A handwritten signature in cursive script that reads "David J. Schenk". The signature is written in black ink and is positioned above the typed name and title.

David J. Schenk  
Pastor, Calvary Chapel Cape May

Enclosure: Internal Revenue Service Tax Exempt Certificate.

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

RESOLUTION # 2016-112

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

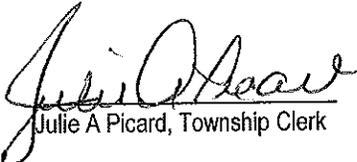
**WHEREAS**, the Township of Lower unanimously passed Resolution #2016-100 on March 21, 2016 approving the purchase of 4 Clearwater Drive at the agreed upon purchase price of \$200,000 plus \$1,000 towards Seller's closing costs; and

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A Picard, Township Clerk

**A. Settlement Statement**

<b>B. Type of Loan</b>							
1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> FmHA		3. <input type="checkbox"/> Conv Unins		6. File Number	
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv Ins.		6. <input type="checkbox"/> Seller Finance		NWW-16577-16	
7. Loan Number				8. Mortgage Ins Case Number			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower Township of Lower 2600 Bayshore Road Villas, NJ 08251				E. Name & Address of Seller Anthony S Gigliotti 1104 Crest Road Leesport, PA 19533		F. Name & Address of Lender	
G. Property Location  Lot 9, Block 494.27, Lower Township, Cape May County, New Jersey 4 Clear Water Drive North Cape May, NJ 08204				H. Settlement Agent Name Shore Title Agency, Inc.-North Wildwood 107 East 17th Avenue, Suite 100 North Wildwood, NJ 08260 Tax ID: 22-2818799			
				Place of Settlement North Wildwood Office 107 East 17th Street Suite 100 North Wildwood, NJ 08260		I. Settlement Date 3/29/2016 Fund: 3/29/2016	
<b>J. Summary of Borrower's Transaction</b>				<b>K. Summary of Seller's Transaction</b>			
<b>100. Gross Amount Due from Borrower</b>				<b>400. Gross Amount Due to Seller</b>			
101. Contract Sales Price		\$200,000.00		401. Contract Sales Price		\$200,000.00	
102. Personal Property				402. Personal Property			
103. Settlement Charges to borrower		\$1,551.50		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. Municipal Property Taxes 03/30/16 thru 03/31/16		\$17.31		406. Municipal Property Taxes 03/30/16 thru 03/31/16		\$17.31	
107. Municipal Water/Sewer				407. Municipal Water/Sewer			
108. Municipal Sewer 03/30/16 thru 03/31/16		\$1.76		408. Municipal Sewer 03/30/16 thru 03/31/16		\$1.76	
109. Condo Dues				409. Condo Dues			
110. Condo Hazard Ins				410. Condo Hazard Ins			
111. Condo Flood Ins				411. Condo Flood Ins			
112.				412.			
113. Credit towards closing costs		\$1,000.00		413. Credit towards closing costs		\$1,000.00	
114.				414.			
115.				415.			
116.				416.			
<b>120. Gross Amount Due From Borrower</b>		<b>\$202,570.57</b>		<b>420. Gross Amount Due to Seller</b>		<b>\$201,019.07</b>	
<b>200. Amounts Paid By Or in Behalf Of Borrower</b>				<b>500. Reductions in Amount Due to Seller</b>			
201. Deposit or earnest money				501. Excess Deposit			
202. Principal amount of new loan(s)				502. Settlement Charges to Seller (line 1400)		\$1,305.41	
203. Existing loan(s) taken subject to				503. Existing Loan(s) Taken Subject to			
204. Loan Amount 2nd Lien				504. Payoff - Provident Funding/ 9524010075		\$143,930.92	
205.				505. Payoff of second mortgage loan			
206.				506.			
207. Exchange Funds				507.			
208.				508. Exchange Proceeds			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. Municipal Property Taxes				510. Municipal Property Taxes			
211. Municipal Water/Sewer				511. Municipal Water/Sewer			
212. Municipal Sewer				512. Municipal Sewer			
213. Condo Dues				513. Condo Dues			
214. Condo Hazard Ins				514. Condo Hazard Ins			
215. Condo Flood Ins				515. Condo Flood Ins			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
<b>220. Total Paid By/For Borrower</b>		<b>\$0.00</b>		<b>520. Total Reduction Amount Due Seller</b>		<b>\$145,236.33</b>	
<b>300. Cash At Settlement From/To Borrower</b>				<b>600. Cash At Settlement To/From Seller</b>			
301. Gross Amount due from borrower (line 120)		\$202,570.57		601. Gross Amount due to seller (line 420)		\$201,019.07	
302. Less amounts paid by/for borrower (line 220)		\$0.00		602. Less reductions in amt. due seller (line 520)		\$145,236.33	
303. Cash From Borrower		\$202,570.57		603. Cash To Seller		\$55,782.74	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

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

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)  
 I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.



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

RESOLUTION # 2016-113

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

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

**WHEREAS**, the Lower Township Recreation Department is contracting Six (6) Concert events which will take place at the Delaware River Bay Authority Ferry Terminal for the following dates and costs:

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

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

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

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



Lauren Read, CFO

6-01-30-420-259  
Budget Account

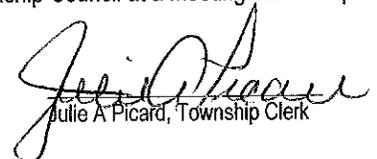
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contract is hereby awarded:

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.



Julie A. Picard, Township Clerk

**Lower Township Department of Parks & Recreation**

Mitchell B. Plenn

Superintendent of Parks & Recreation

Bruce Fournier

Assistant Superintendent of Parks & Recreation

2600 Bayshore Road  
Villas, New Jersey 08251

Telephone (609) 886- 7880 ext.8

Fax (609) 886-7838

E-mail [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

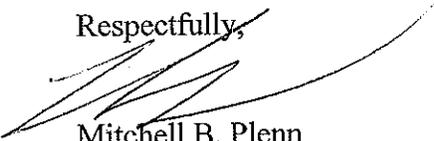
March 9, 2016

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

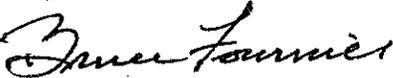
Mr. Gehrke;

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

Respectfully,



Mitchell B. Plenn  
Superintendent of Parks and Recreation



Bruce Fournier  
Assistant Superintendent of Parks and Recreation

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

**Lower Township Department of Parks & Recreation**

Mitchell B. Plenn

Superintendent of Parks & Recreation

Bruce Fournier

Assistant Superintendent of Parks & Recreation

2600 Bayshore Road  
Villas, New Jersey 08251

Telephone (609) 886- 7880 ext.8

Fax (609) 886-7838

E-mail [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

To: Mr. Heath Gehrke

From: Mitchell B. Plenn

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

Date: March 9, 2016

**INVOICE FOR BANDS**

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

TOTAL AMOUNT FOR BANDS SUMMER OF 2016= \$21750.00

TOTAL AMOUNT PAID BY DRBA = \$10875.00



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

**CONTRACT NO.**  
**68419**

NJ License# BWO365500

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

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **November 11, 2015** between **Steven Barlotta** herein referred to as "Artist" providing the services of **Sensational Soul Cruisers** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday July 13, 2016**  
 BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

B. Hours of Engagement **4:45-8:00** C. Sets **2-75**

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

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

5. **Additional Requirements Checked Below**  
 Purchaser to Provide First Class Sound, Lights & Operators  Artist to Provide PA on a Stick, Unattended mix  Artist to Provide First Class Sound, Lights & Operators  
 6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.  
 7. **DEPOSIT RECEIVED - Date:** Amount: **\$1,000.00** In event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.  
 Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.  
 9. Regardless of whether Purchaser and/or Artist sign below, this Agreement - and all of its terms, conditions, and obligations - shall be binding and enforceable with respect to the above Engagement unless written notice rejecting this Agreement is provided by Purchaser to the Booking Agent within fourteen (14) calendar days from the date of this Agreement as provided in paragraph 1 hereof.

10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.  
 11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.  
 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.  
 13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in triplicate, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).  
 14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts; Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed this Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.  
 15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement  
 16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.  
 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.  
 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:  
 (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and  
 (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.  
 20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.  
 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.  
 22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.  
 23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.  
 24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.  
 25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.  
 26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.  
 27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

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

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

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

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

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

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



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

**CONTRACT NO.**  
**68235**  
 NJ License# BWO365500

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

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **October 29, 2015** between **Frank Kielb Entertainment Inc** herein referred to as "Artist" providing the services of **Separate Ways the Band** and **Lower Township Department of Parks and** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of Parks and 2600 Bayshore Road Villas NJ**  
 B. Type of Engagement **100% Headline**

2. A. Date(s) of Engagement **Wednesday July 20, 2016** B. Hours of Engagement **4:45-8:00** C. Sets **2-60s**

**BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE**

3. Engagement Price Agreed Upon **\$3,500.00** Per Night; Band Provide Complete PA and Operator / Rain or Shine event / Purchaser to provide Covered Stage, Dressing Room, Hospitality / Encore between 5:30 PM and 8:30 PM

**4. Special Requirements Of Artists**

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

**5. Additional Requirements Checked Below**

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

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

7. DEPOSIT RECEIVED - Date: **Amount: \$1,000.00**

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

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

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.
- 11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
- 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
- 13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in two counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 8, this Agreement need not be signed on order to be enforceable).
- 14. Artist and Purchaser agree that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.
- 15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement
- 16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.
- 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
- 18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
- 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
  - (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
  - (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
- 20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.
- 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
- 22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
- 23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
- 24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
- 25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
- 26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
- 27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPERATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

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

Buyer Email:

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

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

XBy \_\_\_\_\_  
 Artist Signature (or an authorized agent thereof)  
**Frank Kielb Entertainment Inc**  
 c/o Media Five Ltd.  
 3005 Brodhead Road Suite 170  
 Bethlehem PA 18020  
**David Sestak**  
 Booking Agent

Booking Agent

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

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



*All American Associated Booking Co. Inc.*

*610-325-4540*

**CONFIRMATION OF AGREEMENT / INVOICE #: 706072716**

**ATTN:** Jim Ridgway  
Lower Township Parks and Recreation

**DATE:** 10/27/15

**NAME OF ACT/ARTIST:** THE GLIMMER TWINS ([www.theglimmertwins.net](http://www.theglimmertwins.net))

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

**PERFORMANCE DATE:** Wednesday, July 27<sup>th</sup>, 2016

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

**PRICE AGREED UPON:** \$4000.00

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

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

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**PLEASE RETURN AGREEMENT BY FRIDAY, NOVEMBER 27<sup>TH</sup>, 2015.**

**FKE**  
**FRANK KIELB ENTERTAINMENT**

*All American Associated Booking Co, Inc.*

*610-325-4540*

**CONFIRMATION OF AGREEMENT / INVOICE #: 706072716**

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

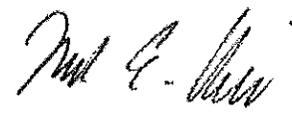
**LOWER TOWNSHIP will provide:**

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

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

**Purchaser agrees that all dates for a period of two (2) years from 7/27/16 for THE GLIMMER TWINS will be booked through Frank Kielb, Frank Kielb Entertainment, Inc.**

X  \_\_\_\_\_ Date 12/8/2015  
MITCHELL PLENN

X  \_\_\_\_\_ Date 10/27/15  
FRANK KIELB FOR FRANK KIELB ENTERTAINMENT, INC.



*All American Associated Booking Co. Inc.*

*610-325-4540*

**CONFIRMATION OF AGREEMENT / INVOICE #: 706080316**

**ATTN:** Jim Ridgway  
Lower Township Parks and Recreation

**DATE:** 10/27/15

**NAME OF ACT/ARTIST:** PHILBILLY ([www.philbillymusic.com](http://www.philbillymusic.com))

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

**PERFORMANCE DATE:** Wednesday, August 3<sup>rd</sup>, 2016

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

**PRICE AGREED UPON:** \$3500.00

---

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

---

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

---

**PLEASE RETURN AGREEMENT BY FRIDAY, NOVEMBER 27<sup>TH</sup>, 2015.**



*All American Associated Booking Co. Inc.* 610-325-4540

**CONFIRMATION OF AGREEMENT / INVOICE #: 706080316**

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

**LOWER TOWNSHIP will provide:**

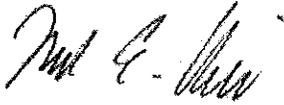
- 1) LOAD IN/ SOUND CHECK TIME:**
  - a. Load in Philbilly: TBA
  - b. Sound check: TBA
- 2) HOSPITALITY (FOOD & DRINK) FOR EIGHT (8)**
- 3) Dressing area convenient to performance area**
- 4) Two (2) cases of bottled water**

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

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

X  \_\_\_\_\_ Date 12/8/2015

MITCHELL PLENN

X  \_\_\_\_\_ Date 10/27/15

FRANK KIELB FOR FRANK KIELB ENTERTAINMENT, INC.



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

**CONTRACT NO.**  
**68456**

NJ License# BWO365500

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

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **November 17, 2015** between **Frank Daley** herein referred to as "Artist" providing the services of **Jamison** and **Lower Township Department of Parks and** herein referred to as "Purchaser."  
 A. Place of Engagement **Lower Township Department of Parks and** 2600 Bayshore Road **Villas NJ**  
 B. Type of Engagement **Concert**  
 2. A. Date(s) of Engagement **Wednesday August 10, 2016** B. Hours of Engagement **4:45-8:00** C. Sets **2-70s**  
**BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE**  
 3. Engagement Price Agreed Upon **\$3,000.00** Per Night; Band Provide Complete PA and Operator / Rain or Shine event / Purchaser to provide Covered Stage, Dressing Room, Hospitality

**4. Special Requirements Of Artists**

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

**5. Additional Requirements Checked Below**

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

6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.  
 7. DEPOSIT RECEIVED - Date: Amount: **\$1,000.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

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

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

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and reasonable event and/or venue insurance.
- 11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
- 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
- 13. This Agreement (and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in multiple counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).
- 14. Artist and Purchaser agree that the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts; Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, Irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, Irrespective of whether this Agreement is signed on behalf of Artist.
- 15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement
- 16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.
- 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
- 18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
- 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the "Due Date":  
 (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and  
 (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
- 20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.
- 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement; which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
- 22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
- 23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
- 24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
- 25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
- 26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
- 27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

**PLEASE SIGN AND RETURN ALL COPIES OF THE SEPARATE AGREEMENT RIDER**

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

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

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

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

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

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



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

**CONTRACT NO.**  
**68499**

NJ License# BWO365500

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

**ENGAGEMENT AGREEMENT**

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

**4. Special Requirements Of Artists**

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

**5. Additional Requirements Checked Below**

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

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

7. DEPOSIT RECEIVED - Date: Amount: **\$1,000.00**

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

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

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Purchaser shall also be solely responsible for and shall provide all necessary and required event and/or venue insurance.
- 11. Purchaser assumes no liability for any Withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
- 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
- 13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties; may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).
- 14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all future engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser, regardless of any name change to the venue(s), shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this Agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this Agreement is signed on behalf of Artist.
- 15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement
- 16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is made and entered into in the Commonwealth of Pennsylvania, and shall in all respects be interpreted and governed by and under the laws of the Commonwealth of Pennsylvania.
- 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.

- 18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
- 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
  - (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
  - (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
- 20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.
- 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
- 22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
- 23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
- 24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by the Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by the sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
- 25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
- 26. Artist's name and / or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
- 27. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider(s) (if any) of other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
 Purchaser Name

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

XBy \_\_\_\_\_  
 Purchaser Signature (or an authorized agent thereof)  
**Lower Township Department of Parks and**  
 Lower Township Department of  
 2600 Bayshore Road  
 Villias NJ 08251

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

Buyer Email:

Booking Agent

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

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

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

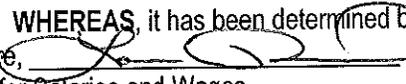
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2016-114

Title: AUTHORIZING PAY OUT OF TERMINAL LEAVE

WHEREAS, the employee listed below is scheduled to retire from the Township and is entitled to payment for accumulated vacation, sick, and personal time; and

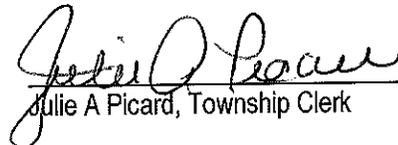
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer, as evidenced by her signature,  that adequate funding is available in the current budget for Salaries and Wages.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A Picard, Township Clerk

Bailey, Robert Sr.

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

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

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

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

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

1440 max sick hours

Accrual and time used are current to 03/30/2016 subject to change if time is used or not currently reported.

Employee Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Treasurer's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

RESOLUTION # 2016-115

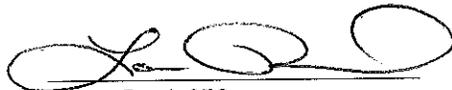
**TITLE: AWARD OF PROFESSIONAL SERVICE CONTRACT WITH MARSH & MCLENNAN FOR INSURANCE BROKERAGE SERVICES**

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

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

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

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

  
Lauren Read, CFO

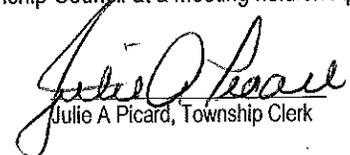
6-01-23-220-400  
Budget Account

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A. Picard, Township Clerk

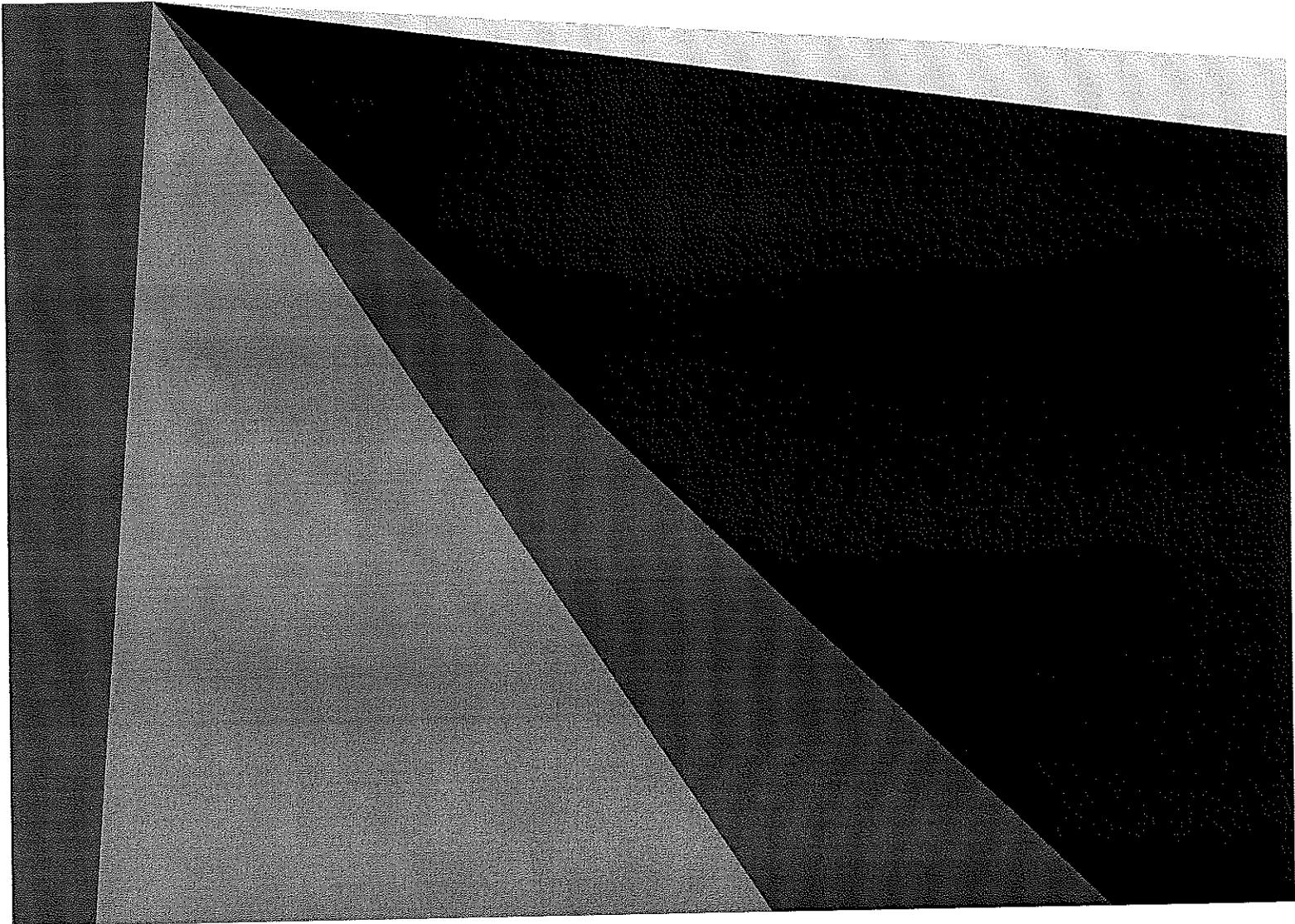


MARSH & McLENNAN  
AGENCY

WORLD CLASS. LOCAL TOUCH.

# PROFESSIONAL SERVICES AGREEMENT TOWNSHIP OF LOWER

2016, APRIL 1<sup>ST</sup>



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1

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## Agreement

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

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

### TERMS AND CONDITIONS

#### ARTICLE I. SERVICES PROVIDED BY MMA

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

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

#### ARTICLE II. COMPENSATION SUMMARY & DISCLOSURES

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

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

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

### ARTICLE III. PROVISION OF INFORMATION AND ASSISTANCE

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

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

### ARTICLE IV. CONFIDENTIALITY

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

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

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

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

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

#### ARTICLE V. OWNERSHIP OF WORK PRODUCT; INTELLECTUAL PROPERTY

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

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

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

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

## ARTICLE VI. REPRESENTATIONS AND YOUR RESPONSIBILITIES

The Client represents and confirms that:

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

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

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

## ARTICLE VII. LIMITATION OF LIABILITY

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

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

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

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

#### **ARTICLE VIII. WAIVER OF JURY TRIAL**

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

#### **ARTICLE IX. DURATION AND TERMINATION OF THIS AGREEMENT**

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

#### **ARTICLE X. DISPUTES**

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

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

**ARTICLE XI. NOTICE**

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

**ARTICLE XII. GOVERNING LAW**

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

**ARTICLE XIII. AMENDMENTS**

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

**ARTICLE XIV. NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE XV. ENTIRE AGREEMENT**

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

**ARTICLE XVI. WARRANTIES OF MMA**

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

**ARTICLE XVII. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

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

**ARTICLE XVIII. SEVERABILITY**

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

**ARTICLE XIX. FORCE MAJEURE**

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

**ARTICLE XX. MISCELLANEOUS**

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

The balance of this page left blank intentionally.

PROFESSIONAL SERVICES AGREEMENT

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

Marsh & McLennan Agency LLC (Northeast)

[CLIENT]

By: \_\_\_\_\_

By: Michael Beck

Printed Name: \_\_\_\_\_

Printed Name: Michael S Beck

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: 4-4-2016

# 2

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## Exhibit A: Scope of Services

### EMPLOYEE BENEFITS

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

#### Strategic Planning and Stewardship

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

#### Vendor and Carrier Marketing

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

#### Vendor and Carrier Implementation Management

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

**EMPLOYEE BENEFITS CONT'D****Renewal Analysis**

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

**Training, Development, and Education**

- Open enrollment meeting presentation

**Day-to-day Administration and Management**

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

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

- Health Advocate

## Exhibit B: Brokerage Service Fees

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

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

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

### COMPENSATION IS:

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

### TRAVEL EXPENSES:

- Included in fees above

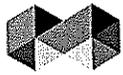
# 3

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## Exhibit C: Employee Benefits Coverage Types

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

COVERAGE TYPES	CARRIER/VENDOR
<b>Employer Sponsored Plans</b> <ul style="list-style-type: none"> <li>• Medical</li> <li>• Dental</li> <li>• Basic Life &amp; AD&amp;D</li> <li>• Voluntary Benefits</li> </ul>	State Health Benefits Delta Dental USAble Life Aflac



**MARSH & McLENNAN  
AGENCY**

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

## APPENDIX A COMPENSATION DISCLOSURE

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

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

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

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

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <http://res.cloudinary.com/mma/image/upload/v1437281898/ayzkoj0jzsqcy6rzom6.pdf>.

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

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

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

**CAPITAL BUDGET AMENDMENT**

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

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

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

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

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

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

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

CAPITAL BUDGET AMENDMENT

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

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

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

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

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

CAPITAL BUDGET AMENDMENT

TO

CAPITAL BUDGET (Current Year Action)  
2016

Planned Funding Services for  
Current Year 2016

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

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

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

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

CAPITAL BUDGET AMENDMENT

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

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

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

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

Certified by me:

April 4, 2016  
Date

*Julia O'Leary*  
Township Clerk

Trenton, New Jersey

Approved \_\_\_\_\_ 2016

\_\_\_\_\_  
Director of Local Government Services

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

RESOLUTION #2016-117

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

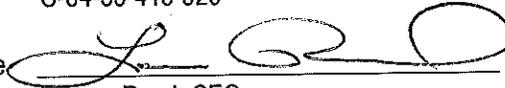
**WHEREAS**, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements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

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

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

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

Account: C-04-55-415-920

Signature   
Lauren Read, CFO

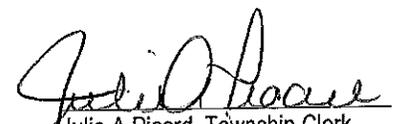
**NOW, THEREFORE, BE IT RESOLVED**, by the Township of Lower, County of Cape May, State of New Jersey, that a Professional Service Contract without public bidding be awarded as follows:

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A Picard, Township Clerk



**Hatch Mott  
MacDonald**

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

March 29, 2016  
Via email at [manager@townshipoflower.org](mailto:manager@townshipoflower.org) & 1<sup>st</sup> Class Mail

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

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

Dear Mr. Ridgway:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



# Hatch Mott MacDonald

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

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

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

Very truly yours,

Hatch Mott MacDonald, LLC

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

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

MRS

encl.

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

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

RESOLUTION #2016-118

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

WHEREAS, the Township of Lower is given authority by N.J.S.A 40A:11-5(f) to enter into contracts with a public utility, which is subject to the jurisdiction of the board of public utilities without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body; and

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

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

Appropriation # 6-01-56-7501-428

Signature:

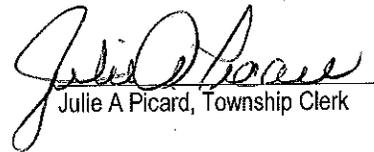


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, that the attached proposal with the estimated amount of \$20,000 be approved.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.



Julie A. Picard, Township Clerk



A PPL Company

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

March 4, 2016

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

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

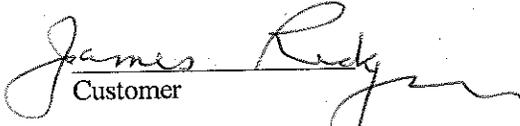
Dear Steve Morey:

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

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

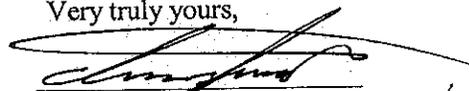
*It should be noted that this is the estimated cost only. If the estimated deposit exceeds the actual cost, the difference will be refunded. If the estimate is less than the actual cost, Our billing department will send you a final bill, based on the actual cost, which will also include all applicable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

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

  
Customer

4-4-2016  
Date

Very truly yours,

  
Thomas Rinck  
Field Engineering Technician

  
Edward Kaminski  
Senior Supervising Engineer

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

RESOLUTION # 2016-119

TITLE:

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

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

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

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

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

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

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

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

  X   (5) Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.  
**LEASE OF REAL PROPERTY – PUBLIC SAFETY BUILDING – POSSIBLE CONVEYANCE OF TWP OWNED REAL PROPERTY**

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

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

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

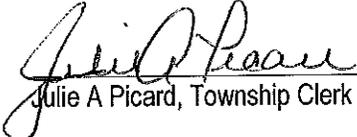
\_\_\_\_\_ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding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

**NOW, THEREFORE, BE IT RESOLVED** by the Township council of the Township of Lower, assembled in public session on April 4, 2016 that an Executive Session closed to the public shall be held on this date at approximately \_\_\_\_\_ P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A Picard, Township Clerk

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

RESOLUTION # 2016-120

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

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

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

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

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A. Picard, Township Clerk

## BILL OF SALE

THIS BILL OF SALE is made on the 4<sup>th</sup> day of April, 2016, by and between the **COUNTY OF CAPE MAY**, a body corporate and politic of the State of New Jersey (the "Buyer"), whose address is 4 Moore Road, DN-101, Cape May Court House, New Jersey 08210, and the **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey (the "Seller"), having an address at 2600 Bayshore Road, Villas, New Jersey 08251.

1. **Transfer of Ownership.** The Seller transfers ownership of the property described below to the Buyer. The Seller has been paid ONE DOLLAR (\$1.00) for making this transfer. In addition to this actual consideration, this transfer of ownership is made in consideration of the mutual exchange of promises by each party as further outlined and enumerated in a Memorandum of Understanding executed on or \_\_\_\_\_, 2016, relating to the joint redevelopment of existing Lower Township Public Safety Building.

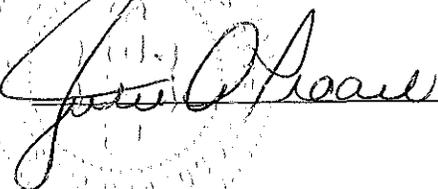
2. **Property.** The property being sold to the Buyer hereunder (referred to as the "property") consists of the structure known as the Lower Township Public Safety Building and all fixtures and appurtenances thereto including, without limitation, ownership of all major building systems, environmental systems and controls.

3. **Promises by Seller; Promises by the Buyer.**

- (a) The Seller promises that no one else has any legal rights in the property. If anyone claims to have legal rights in the property, the Seller will defend the Buyer against the claim and will pay all costs, attorney fees and damages.
- (b) The Buyer promises that, consistent with the Memorandum of Understanding and pending the commencement of a joint construction project for the redevelopment of the Public Safety Building into a conjoint and shared multi-purpose facility, the Seller shall have continuous and uninterrupted access to the existing Lower Township Public Safety Building pursuant to a Lease Agreement to be executed simultaneously herewith.
- (c) The conveyance of the property set forth within this bill of sale is conditioned upon the Buyer and Seller finalizing and ultimately executing a Lease Agreement concerning the Seller's continued use of the property, and upon the completion of the construction set forth within the parties' Memorandum of Understanding. In the event the Buyer and the Seller fail to enter into a legally binding lease agreement the Buyer hereby agrees to convey the property back to the Seller for the agreed upon sum of One Dollar (\$1.00).

4. **Signatures.** The Seller agrees to the terms of this Bill of Sale. If this Bill of Sale is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

WITNESS:



A handwritten signature in cursive script, appearing to read "John A. [unclear]", is written over a horizontal line. The signature is partially enclosed by a circular, dotted seal.

TOWNSHIP OF LOWER

BY: Mayor Michael Beck (Seal)



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

RESOLUTION # 2016-121

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

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

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

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

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A. Picard, Township Clerk

Prepared By:

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James B. Arsenault, Jr., Esquire  
County Counsel

**INTERIM LEASE AGREEMENT**

**(Joint Public Safety Facility)**

THIS INTERIM LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2016 (the "Interim Lease Agreement"), by and between the **COUNTY OF CAPE  
MAY**, a body corporate and politic of the State of New Jersey, with offices located at 4 Moore  
Road, Cape May Court House, New Jersey 08210 (the "Lessor" or the "County") and the  
**TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey, whose offices are  
located at 2600 Bayshore Road, in the Villas Section of the Township of Lower, New Jersey  
08251 (the "Lessee" or the "Township").

**WITNESSETH:**

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

WHEREAS, the County is specifically the owner of the land upon which the Township's  
Public Safety Building sits. The Township owns the structure comprising the Public Safety,  
together with the fixtures and appurtenances thereto; and

WHEREAS, by Memorandum of Agreement authorized and executed by and between each  
of the parties, a copy of which is annexed hereto as Schedule A, the parties have agreed upon a  
comprehensive strategy for the joint re-development of the Public Safety Building into a state of

the art, shared facility allowing the Township to upgrade their public safety and emergencies operations facilities and the County to develop an emergency management, planning and operations center; and

WHEREAS, pursuant to the Memorandum of Agreement, the Township shall, simultaneously herewith, convey to the County all right, title and interest in the structure comprising the Public Safety Building, together with the fixtures and appurtenances thereto, by Bill of Sale;

WHEREAS, pursuant to the Memorandum of Agreement, in order to assure that Lower Township shall be continued and uninterrupted access to its public safety facilities, it is appropriate to enter into at least an Interim Lease Agreement memorializing the parties rights and responsibilities in and to the Public Safety Building as the County proceeds through the design phase which is contemplated to end in April 2016 and into the construction phase which is expected to begin in April 2016 and continue through April 2017; and

WHEREAS, while the parties agree and acknowledge that it may be necessary to amend and supplement this Interim Lease Agreement as the design and construction phases progress, it is appropriate at this juncture, in accordance with the spirit of cooperation embodied in the Memorandum of Agreement, to entered into this Interim Lease Agreement for the benefit of each of the parties; and

WHEREAS, following the transfer of ownership in the physical plant of the Public Safety Building pursuant to the Bill of Sale executed simultaneously herewith, the Township desires to lease the Public Safety Building and County desires to let same to the Township, upon the terms and conditions hereinafter set forth:

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

1. LEASE OF PROPERTY

Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be paid, kept, observed and performed, has leased, rented, let and demised the Property, and by these presents does lease, rent, let and demise unto Lessee the Property, and Lessee does hereby take and hire the Property, upon and subject to the conditions and limitations hereinafter expressed.

2. TERM

The Term of this Lease shall commence upon the adoption of this Lease by a Resolution of Lessor and the payment to Lessor of the Year One Rent, as hereafter defined (the "Lease Commencement Date"), and shall continue until 12 o'clock midnight, prevailing time, on March 1, 2066, unless sooner terminated as hereinafter provided (the "Initial Term"). Unless terminated on due and sufficient notice in accordance with Section 15, *infra*, this Lease shall automatically renew for an additional period of twenty-five (25) years, terminating on March 1, 2091 (the "Renewal Term"). (Collectively, the Initial Term and the Renewal Term may be referred to herein as the "Term.")

3. RENTAL

(a) In consideration of this Lease, Lessee covenants and agrees to pay to Lessor, without demand, rent in the total sum of ONE DOLLAR (\$1.00) per year and the estimated amounts as set forth in Paragraph 19 herein and Schedule B attached hereto and by this

reference made a part hereof, which amounts and the timing of payment for same shall be finalized upon the final costs of the Public Safety Building being determined and the Lessor and Lessee agreeing to same in the Final Lease Agreement, all as more specifically set forth and described in Paragraph 19 herein (the "Final Lease Agreement").

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

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

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

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

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

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

4. USE OF PROPERTY

(a) Commencing on the Lease Commencement Date and thereafter for the balance of the Term, Lessee shall continuously occupy and use the Property consistent with the terms and conditions of this Lease and will not use, permit or suffer the use of the Property except as specifically permitted herein.

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

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

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

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

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

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

(d) On due and sufficient notice to the Lessee, and during the design and construction phases in the redevelopment project leading to the renovation of the Public Safety Building into a conjoint facility, the County reserves the right to designate areas of the Property to be dedicated to the County's sole and exclusive use, for such purposes as the County may, in its discretion, devise. The parties agree to work cooperatively with one another, as they have throughout the negotiation and preparation of the Memorandum of Agreement, so that the County's use of the Property does not interrupt, hamper or impede the Township public safety operations at the Property.

5. NEGATIVE COVENANTS OF LESSEE

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

- (a) damage the Property, or any part of the Property;
- (b) bring into or permit to be kept in the Property any dangerous, explosive or obnoxious substances;
- (c) conduct themselves or permit their agents, servants, employees or invitees to conduct themselves in a manner that in Lessor's judgment reasonably exercised is improper or unsafe;
- (d) vacate or abandon the Property;
- (e) allow any sign, advertisement or notice to be fixed to the Property or be otherwise placed on the Property, except as shall be specifically approved in writing by Lessor, such approval may not be withheld unreasonably;
- (f) make or suffer any improper noises or disturbances of any kind so as to disturb others;

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

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

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

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

(k) violate any applicable laws, rules, regulations, or ordinances now or hereafter in effect, or use the Property in any manner inconsistent with the terms and conditions of the Lease or otherwise in violation of any applicable laws, rules, regulations, or ordinances now or hereafter in effect, including without limitation the Township of Lower Zoning Ordinance.

6. MAINTENANCE AND REPAIRS

(a) Lessee hereby acknowledges that it has, prior to the date of the Bill of Sale and the Memorandum of Agreement, occupied the Public Safety Building continuously for a period of at least twenty-two (22) years. Accordingly, it is fully familiar with the condition of the Property, agrees to accept the Property in its current "as is" condition, and enters into this Lease without any representation on the part of the Lessor as to the condition thereof.

(b) Lessee shall be solely responsible for the maintenance of the Property (except for any areas herein after identified and designated by the County for the County's sole and exclusive use) and shall keep the same in a state of good condition and repair. At the

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

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

#### 7. ALTERATIONS AND IMPROVEMENTS

No alterations, additions or improvements shall be made to the Property without the prior written consent of Lessor, which may not be withheld unreasonably. Any such alterations, improvements or additions made by Lessee shall remain upon the Property at the expiration or sooner termination of this Lease and shall become the property of Lessor, unless Lessor shall, prior to such termination, have given written notice to Lessee to remove the same, in which case,

Lessee shall do so and restore the Property to the same good order and condition in which they were at the Lease Commencement Date. However, notwithstanding the provisions of this paragraph or any other term of this Lease, the Lessee shall retain ownership to and in any agricultural improvements made to the Property, with the written consent of the Lessor, which pertain to crop production. No portion of this Lease shall be interpreted in such a manner so as to deprive the Lessee of ownership of or control in any item not capable of being defined as a fixture under New Jersey law or which can be removed or severed without material injury to the Property.

8. UTILITIES

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

9. COMPLIANCE WITH LAWS

Lessee shall promptly comply, at its expense, with all laws, ordinances, rules, regulations, requirements and directives of federal, state and municipal governments or public authorities and all departments thereof applicable to and affecting the Property, and shall promptly comply with

all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance carriers which have issued or are about to issue policies of insurance covering the Property and their contents, for the prevention of fire or other casualty, damage or injury, at Lessee's sole cost and expense.

10. INSURANCE; INDEMNIFICATION

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

(b) Lessor shall maintain, at the expense of the Lessee, all risk insurance on the Property against damages or loss by fire or other casualty. The Lessee shall promptly pay when due all premiums for such insurance. Lessor shall determine the terms and extent of such insurance coverage in consultation with lessee. Insurance premiums shall be due within thirty (30) days of Lessor's written demand for same and shall be collectible as additional rent. Insurance premiums which are not paid by Lessee in a timely fashion shall be subject to all penalties and interest as are applicable to unpaid rent.

(c) All such insurance shall be written by a good and solvent insurance company or companies of recognized standing, admitted to do business in the State of New

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

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

- (1) the use and occupancy of the Property by Lessee, its agents, employees and invitees;
- (2) any failure by Lessee to perform any of the terms or conditions of this Lease required to be performed by Lessee;
- (3) any failure by Lessee to comply with any statutes, regulations, ordinances or orders of any governmental authority;

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

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

11. ASSIGNMENT, MORTGAGING, SUBLETTING

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

12. FIRE AND OTHER CASUALTY

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

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

13. REMEDIES UPON DEFAULT

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

- (1) The vacation or abandonment of the Property by Lessee;
- (2) A failure by Lessee to pay, when due, any installment of rent or additional rent hereunder or any such other sum herein required to be paid by Lessee where such failure continues for thirty (30) days after the same is due.
- (3) A failure by Lessee to observe and perform any non-monetary terms or conditions of this Lease to be observed or performed by Lessee, where such failure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. SIGNS

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

15. TERMINATION.

(A) By the County.

- (i) In the event of casualty or total destruction of the Property the Parties will mutually discuss and consult with one another with regards to an appropriate course of action in terms of repairing and/or replacing the Property.
- (ii) Upon such termination, the County will retain all prepaid rent unless such termination is due to the County's failure of proper ownership or authority, or such termination is a result of the County's default.

(B) By the Tenant. This lease may be terminated by the Tenant upon a failure of the County to comply with any material obligation created under this Interim

Lease Agreement, provided however, that the County shall have the right to attempt to cure such default within a reasonable period following delivery of a notice to cure by the Tenant to the County, and further provided that the Tenant's sole remedy in the event of such default by the County shall be limited to termination of this Interim Lease Agreement. If the Tenant elects to terminate this Lease, it shall remain obligated to reimburse the County for its share of the cost of constructing the joint facility until such obligation is paid in full.

- (C) Neither party may terminate this Interim Lease Agreement except upon some violation of the provisions of this Agreement or other just cause

16. SURRENDER

At the end of the term of this Lease, Lessee shall surrender the Property to Lessor, together with all alterations, additions and improvements thereto, in broom clean condition and in good order and repair except for ordinary wear and tear and damage for which Lessee is not obligated to make repairs under this Lease. If Lessee is not then in default under any of the terms hereof, except for those alterations and improvements described in paragraph 8 hereof, Lessee shall have the right at the end of the term hereof to remove any equipment, furniture, trade fixtures or other personal property placed in the Property by Lessee, provided that Lessee promptly repairs any damage to the Property caused by such removal. Lessee shall repair all damage to the Property caused by such removal and restore the Property to the condition in which they were prior to the installation of the items so removed. Lessee shall surrender the Property to Lessor at the end of the term hereof, without notice of any kind, and Lessee waives

all right to any such notice as may be provided under any laws now or hereafter in effect. If Lessee shall fail to remove any of this equipment, furniture, trade fixtures or other personal property, Lessor may keep same as abandoned property, or dispose of same and charge the Lessee for the cost of disposal, or remove and store the same at the expense of Lessee or sell the same on behalf of Lessee at public or private sale in such manner as is commercially reasonable with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed hereunder by the Lessee.

17. QUIET ENJOYMENT

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

18. LESSOR'S ACCESS

Lessor, its employees and agents shall have the right to enter the Property at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers, Lessees or Mortgagees, and making such alterations, repairs, improvements or additions to the Property as Lessor may deem necessary or desirable. Except in case of emergency, any such entry shall be after reasonable notice to Lessee. If a representative of Lessee shall not be present to open and permit entry into the Property at any time when such entry by Lessor is necessary or permitted hereunder, Lessor may enter by means of a master key (or forcibly in the event of an emergency) without liability to Lessee and without such entry constituting an eviction of Lessee or termination of this Lease. No locks, burglar alarms or similar devices shall be attached to any doors or windows or placed otherwise within the Premises without the prior written consent of Lessor. No door keys shall be made, other than

those provided by Lessor. All keys must be returned to Lessor at the expiration or termination of this Lease.

19. ESTIMATED AMOUNT AND TIMING OF RENT PAYMENTS

The Lessor and the Lessee hereby agree that the estimated costs of the Lessee's portion of the costs of the Public Safety Building is currently estimated to be \$2,100,000. The Lessee and the Lessor hereby agree that the Lessor shall issue bonds for the Lessee's \$2,100,000 estimated portion of the costs of the Public Safety Building and that such bonds shall be issued with a fifteen (15) or twenty (20) year amortization schedule to be determined by the Lessor and the Lessee at the time of issuance and may be similar to the estimated amortization schedules attached hereto as Schedule B and by this reference made a part hereof. Upon the entering into of the Final Lease Agreement, the Lessee shall pay to the Lessor amounts similar to the estimated amounts in schedule of estimated rent payments described in Schedule B attached hereto, which will equal and be applied to the Lessor's debt service due on its bonds. Both parties fully understand that this is an Interim Lease Agreement and that the final costs of Public Safety Building are only construction estimates at this time and are not final costs and that the rent payments set forth in Schedule B are only estimates to be utilized for planning purposes. Accordingly, the estimated final costs may increase or decrease, the estimated final rent payments may increase or decrease and the timing of the rent payment for same may change. The parties hereby agree that upon final determination of the final costs of the Public Safety Building or at such other time as may be mutually agreed upon by the parties, the parties shall enter into a Final Lease Agreement setting forth the final rent payment obligations and the timing of same.

20. NOTICES

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

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

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

with a copy to:

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

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

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

with a copy to:

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

Each party may designate by notice in writing a new address to which any notice, demand, request, approval or communication may hereafter be so given, served or sent. Each notice,

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

21. NEW JERSEY LAW, CAPE MAY COUNTY COURTS

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

22. WAIVER

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

23. ENTIRE AGREEMENT

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

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

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

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

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

24. INVALIDITY OF PARTICULAR PROVISIONS: NO WAIVERS: CONSTRUCTION

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

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

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

ATTEST:

COUNTY OF CAPE MAY

\_\_\_\_\_  
Elizabeth Bozzelli, Clerk of the Board

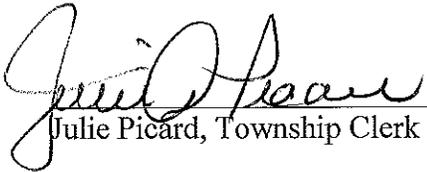
By: \_\_\_\_\_  
Gerald M. Thornton, Freeholder Director

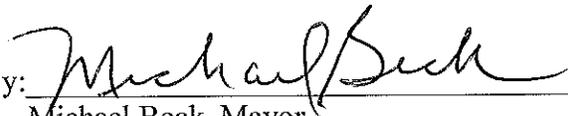
Approved as to Form:

\_\_\_\_\_  
James B. Arsenault, Jr., Esq.,  
County Counsel

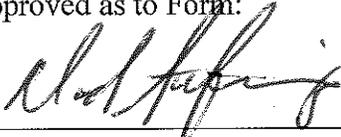
WITNESS:

TOWNSHIP OF LOWER

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

By:   
\_\_\_\_\_  
Michael Beck, Mayor

Approved as to Form:

  
\_\_\_\_\_  
David Stefankiewicz, Esq.  
Township Solicitor

**SCHEDULE A**

**MEMORANDUM OF AGREEMENT**

**SCHEDULE B**

**ESTIMATED RENT PAYMENT SCHEDULE FOR PLANNING PURPOSES**

**Cape May County and Lower Township, NJ**  
 Joint Police Department and 911 Dispatch Project  
 General Obligation Bonds, Series 2016  
 \$2,100,000 - Lower Township Bonds

15 year

**Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2016	-	-	-	-	-
02/01/2017	-	-	31,500.00	31,500.00	-
08/01/2017	85,000.00	3.000%	31,500.00	116,500.00	-
12/31/2017	-	-	-	-	148,000.00
02/01/2018	-	-	30,225.00	30,225.00	-
08/01/2018	85,000.00	3.000%	30,225.00	115,225.00	-
12/31/2018	-	-	-	-	145,450.00
02/01/2019	-	-	28,950.00	28,950.00	-
08/01/2019	85,000.00	3.000%	28,950.00	113,950.00	-
12/31/2019	-	-	-	-	142,900.00
02/01/2020	-	-	27,675.00	27,675.00	-
08/01/2020	85,000.00	3.000%	27,675.00	112,675.00	-
12/31/2020	-	-	-	-	140,350.00
02/01/2021	-	-	26,400.00	26,400.00	-
08/01/2021	85,000.00	3.000%	26,400.00	111,400.00	-
12/31/2021	-	-	-	-	137,800.00
02/01/2022	-	-	25,125.00	25,125.00	-
08/01/2022	150,000.00	3.000%	25,125.00	175,125.00	-
12/31/2022	-	-	-	-	200,250.00
02/01/2023	-	-	22,875.00	22,875.00	-
08/01/2023	165,000.00	3.000%	22,875.00	187,875.00	-
12/31/2023	-	-	-	-	210,750.00
02/01/2024	-	-	20,400.00	20,400.00	-
08/01/2024	170,000.00	3.000%	20,400.00	190,400.00	-
12/31/2024	-	-	-	-	210,800.00
02/01/2025	-	-	17,850.00	17,850.00	-
08/01/2025	170,000.00	3.000%	17,850.00	187,850.00	-
12/31/2025	-	-	-	-	205,700.00
02/01/2026	-	-	15,300.00	15,300.00	-
08/01/2026	170,000.00	3.000%	15,300.00	185,300.00	-
12/31/2026	-	-	-	-	200,600.00
02/01/2027	-	-	12,750.00	12,750.00	-
08/01/2027	170,000.00	3.000%	12,750.00	182,750.00	-
12/31/2027	-	-	-	-	195,500.00
02/01/2028	-	-	10,200.00	10,200.00	-
08/01/2028	170,000.00	3.000%	10,200.00	180,200.00	-
12/31/2028	-	-	-	-	190,400.00
02/01/2029	-	-	7,650.00	7,650.00	-
08/01/2029	170,000.00	3.000%	7,650.00	177,650.00	-
12/31/2029	-	-	-	-	185,300.00
02/01/2030	-	-	5,100.00	5,100.00	-
08/01/2030	170,000.00	3.000%	5,100.00	175,100.00	-
12/31/2030	-	-	-	-	180,200.00

Cape May County and Lower Township, NJ  
 Joint Police Department and 911 Dispatch Project  
 General Obligation Bonds, Series 2016  
 \$2,100,000 - Lower Township Bonds

15 year

**Debt Service Schedule**

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2031	-	-	2,550.00	2,550.00	-
08/01/2031	170,000.00	3.000%	2,550.00	172,550.00	-
12/31/2031	-	-	-	-	175,100.00
<b>Total</b>	<b>\$2,100,000.00</b>	<b>-</b>	<b>\$569,100.00</b>	<b>\$2,669,100.00</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$18,970.00
Average Life	9.033 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	3.0000000%
True Interest Cost (TIC)	3.0000000%
Bond Yield for Arbitrage Purposes	3.0000000%
All Inclusive Cost (AIC)	3.0000000%

**IRS Form 8038**

Net Interest Cost	3.0000000%
Weighted Average Maturity	9.033 Years

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

RESOLUTION # 2016-122

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

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

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

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

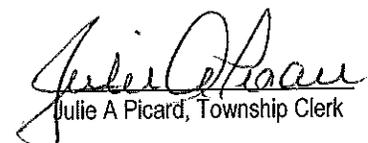
**WHEREAS**, the Township of Lower by Resolution #2015-314 authorized the public auction on December 1, 2015 and the Township received one bid in the amount of \$10,000 from Achristavest Pier 6600 LLC for the lease of real property located at the intersection of Seaview Avenue and Rochester Avenue, Block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

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

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

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

I, Julie A. Picard, Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on April 4, 2016.

  
Julie A. Picard, Township Clerk

## LEASE AGREEMENT

THIS LEASE is made on the 4 day of April, 2016 between the Landlord, Township of Lower, whose address is 2600 Bayshore Road, Villas, New Jersey 08251 hereinafter referred to as "Landlord," and the Tenant, Achristavest Pier 6600 LLC, whose address is 9701 Atlantic Avenue, Wildwood Crest, New Jersey 08260, hereinafter referred to as the "Tenant," and who may be collectively referred to herein as the "Parties."

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to Tenant an empty lot located in Diamond Beach at the intersection of Seaview Avenue and Rochester Avenue, Block 703, Lots 1, 2, and a portion of lots 3, 5, and 32, with an approximate lot size of 100 x 150 ft., with a 10 foot buffer for playground safety, herein referred to as the leased premises.

2. **Term.** The term of this lease is from May 1, 2016 through April 30, 2021 (5 years).

3. **Rent.** Tenant agrees to pay the sum of \$10,000.00 per year (\$50,000 total) as rent for the leased premises. Payment for year one (May 1, 2016 through April 30, 2017) was tendered in full by Tenant on December 1, 2015. Payments for each subsequent year shall be due on or before December 1 of each successive year as follows:

\$10,000 on or before December 1, 2017; and

\$10,000 on or before December 1, 2018; and

\$10,000 on or before December 1, 2019; and

\$10,000 on or before December 1, 2020.

Upon the execution of this Lease Agreement by Tenant the Tenant shall tender a \$500 security deposit to the Landlord which shall be deposited, and held, in an interest-bearing escrow account throughout the duration of this Lease Agreement. Upon the termination of this Lease Agreement Landlord shall have thirty (30) days in which to return said security deposit to the Tenant less any applicable repair costs for damages arising above normal wear and tear.

All payments shall be made payable to "The Township of Lower."

**4. Use of Property.** It is understood and agreed upon between the parties that the Tenant's intended use of the property is to utilize the leased premises for parking purposes associated with the Hotel Icona. The Tenant must comply with all Municipal, State, and Federal rules and regulations. Tenant must install a chain-link fence along the playground side of the leased premises to ensure the safety of those individuals utilizing said playground. Tenant must also utilize and install concrete parking bumpers in order to ensure vehicles are controlled and parked safely on the leased premises. It is further understood that any improvements to the leased premises must be approved in writing by the Landlord, and that any approved improvements shall be at the Tenant's sole cost and expense.

In the event that the Tenant has a desire to utilize the leased premises for any purpose other than the parking of vehicles the Tenant must obtain the written approval of the Landlord. In the event the Tenant desires to utilize the leased premises for temporary storage purposes after the Summer Season said storage and the items to be stored must be approved by the Landlord.

**5. Utilities.** Landlord shall be responsible for all utilities, if any, including, but not limited to, water, electricity, and gas.

6. **Eviction.** Landlord may evict the Tenant if the Tenant does not comply with the terms of this Lease and for all other causes allowed by law. If evicted, Tenant must pay all costs, including reasonable attorney's fees related to any eviction and the collection of any monies owed to the Landlord along with the cost of re-entering, re-renting, cleaning and repairing the leased premises. In the event of default, Landlord may also avail itself of any and all legal or equitable remedies available through the Courts.

7. **Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any required action and charge the costs, including reasonable attorney's fees, to Tenant as additional rent. Failure to pay such additional rent upon demand shall be deemed a violation of the Lease.

8. **Care.** The Tenant agrees to maintain the property in as good condition as it is at the start of the Lease with the exception of ordinary wear and tear. Tenant must pay for all repairs, replacements and damages, caused by any act or omission on the part of the Tenant, the Tenant's employees, or the Tenant's visitors. The Tenant will remove all Tenant's property and improvements at the end of the Lease. Any property or improvements that is left on the leased premises becomes the property of the Landlord upon expiration of thirty (30) days following the end of the Lease and may be thrown out, kept or otherwise disposed of by Landlord.

9. **Repairs by Landlord.** If the leased premises is damaged or in need of repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs.

10. **Alterations, Improvements and Repairs.** The Tenant must get the Landlord's prior written consent to alter or improve the leased premises. The Landlord's permission to alter

or improve the leased premises shall not be withheld unreasonably. It is understood and agreed by the parties that the leased premises is a vacant lot, and any improvements or alterations shall be at the sole expense of the Tenant.

**11. Compliance with Laws.** Tenant must comply with the laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the leased premises. More specifically, Tenant must comply with all Township, State, and Federal rules and regulations specific to their intended use of the property.

**12. Waiver.** The Landlord does not give up any legal or equitable rights by accepting rent late or failing to enforce any terms of this Lease.

**13. No Assignment or Sublease.** The Tenant may not sublease the leased premises or assign this Lease without the Landlord's prior written consent. Said consent shall not be withheld unreasonably by the Landlord.

**14. Entry by Landlord.** Upon reasonable notice, the Landlord may enter the leased premises to provide services, inspect, repair, improve or show it. In the case of emergency or the Tenant's absence, the Landlord may enter the leased premises without the Tenant's consent.

**15. Quiet Enjoyment.** The Tenant may occupy and use the leased premises without interference subject to the terms of this Lease.

**16. Subordination.** This Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises which include the leased premises. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

**17. Hazardous Use.** Tenant will not keep anything on the leased premises which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard.

**18. Injury or Damage.** Tenant will be responsible for any injury or damage caused by the neglect of the Tenant, Tenant's employees, or Tenant's visitors. Landlord will not be responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.

**19. Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Landlord may be sent to the Landlord's agent, Township Clerk Julie Picard. Notices may be delivered to the Landlord's office located at 2600 Bayshore Road, Villas, New Jersey 08251.

**20. Signs.** Tenant may not put any sign or projection on the leased premises without the Landlord's prior written consent. Such consent shall not be withheld unreasonably.

**21. Validity of the Lease.** If a clause or provision of this Lease is legally invalid, the rest of the Lease shall remain in full force and effect.

**22. Rights.** The Landlord and Tenant are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

**23. Insurance.** Tenant shall procure the appropriate liability insurance certificates (based on property usage) listing Lower Township as an additional insured and provide copies to the Landlord.

**24. Indemnification and Hold Harmless Clause.** Tenant covenants and agrees that it shall, without notice or demand and at its own cost and expense, indemnify and save harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all

claims by or on behalf of any person arising in any manner whatsoever from, out of, or in connection with:

(i) the use and occupancy of the Premises by Tenant, its agents, employees, and invitees;

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

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

(iv) any accident, death, injury, or damage, loss, or theft of property in or about the Premises (whether involving property belonging to Tenant or any other person) resulting from any cause whatsoever, unless such accident, death, injury, damage, loss, or theft is caused by the sole negligence of the Landlord; and

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

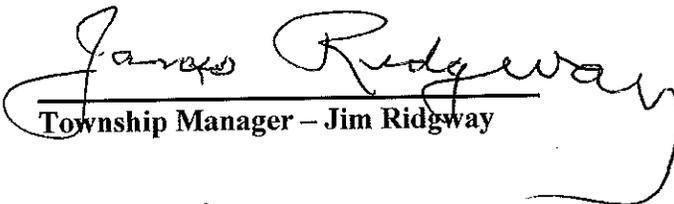
(vi) Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises to the extent of such insurance coverage or required coverage, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof to the extent of such

insurance coverage or required coverage and evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided, that in the case of increased cost, the other Party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereby keeping such release and waiver in full force and effect).

**24. Entire Lease.** All promises the Landlord has made are contained in this written Lease. The Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

**25. Signatures.** The Landlord and the Tenant agree to the terms of this Lease.

**For: TOWNSHIP OF LOWER**

By:   
Township Manager – Jim Ridgway

**For: ACHRISTAVEST PIER 6600 LLC**

By: 