

## Signed Resolutions - March 3, 2020

- Res. #2020-94 Payment of Vouchers \$ 489,247.98
- Res. #2020-95 Authorization to Cancel General Ledger Balances (\$725)
- Res. #2020-96 A Resolution Authorizing the Sale of Personal Property Not Needed For Public Use by Private Sale
- Res. #2020-97 Authorization for Waiver of Fees for Historic Cold Spring Village (construction of pole barn)
- Res. #2020-98 Issuance of Ice Cream Peddling and Ice Cream Salesman License for the Year 2020 (A & T Ice)
- Res. #2020-99 A Resolution Awarding Nine (9) Concerts to be Held at the DRBA Ferry Terminal to: Media Five LTD, Frank Kielb, Stellar Mojo, Legacy Band and Adoleo Inc (\$17,875.)
- Res. #2020-100 A Resolution Accepting the Redevelopment Study Prepared by the Lower Township Planning Board Pertaining to a Portion of the Cape May County Airport (Block 410.01, Part of Lot 36) and Designating Same to be an "Area In Need of Redevelopment" Pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq
- Res. #2020-101 Approval of Change Order #1 to Resolution #2019-163; for Professional Services for Pre-Qualifications/Bidding and Construction Phase to Michael Calafati Architect, LLC for the Judge Nathaniel Foster House (\$16,367.)
- Res. #2020-102 A Resolution Adopting Bidder Pre-Qualification Regulations in Connection with Improvements to the Judge Nathaniel Foster House Located at 1649 Bayshore Road, Villas, New Jersey 08251
- Res. #2020-103 Approval of Change Order #1 to Charles Marandino, LLC for the Schellengers Landing Safety Improvements and Identification Program for Additional Concrete (\$9,486.)
- Res. #2020-104 Approval for Bus Stop to be Located on Hornet Road
- Res. #2020-105 TABLED
- Res. #2020-106 NO MOTION TO MOVE FORWARD



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01590 FORD, SCOTT & ASSOCIATES*	20-00436	02/10/20	NTE \$40K PER RES #2020-07	Open	6,500.00	0.00		B
01657 GOPHER SPORT*	20-00275	01/24/20	PING PONG BALLS & WIPES	Open	344.74	0.00		
01667 GLOUCESTER COUNTY POLICE ACAD*	20-00280	01/24/20	TRAINING FEB 13-14, 2020	Open	120.00	0.00		
01785 ROBERT HARTMAN SR	20-00542	02/25/20	JAN -MARCH 2020	Open	433.80	0.00		
01900 INTERCOM TRUCK EQUIP INC	20-00420	02/07/20	RAM FOR TRUCK 9	Open	353.00	0.00		
01958 INTERCON TRUCK EQUIPMENT INC*	19-03273	11/27/19	RUBBER PLOWING EDGING	Open	1,900.00	0.00		
	20-00456	02/11/20	RUBBER CUTTING EDGE	Open	260.00	0.00		
					2,160.00			
02025 HUNTER JERSEY PETERBILT*	19-03572	12/31/19	REPAIRS TO TRUCK 33	Open	172.10	0.00		
02108 KEEN COMPRESSED GAS CO*	20-00103	01/09/20	BOTTLED WATER	Open	348.95	0.00		
02140 KINDLE FORD LINC/MERC., INC.*	20-00106	01/09/20	PARTS FOR POLICE VEHICLES	Open	211.95	0.00		
02223 LANDSMAN UNIFORMS*	19-03176	11/15/19	UNIFORMS	Open	689.70	0.00		
	19-03324	12/09/19	UNIFORMS	Open	723.82	0.00		
					1,413.52			
02247 LAWSON PRODUCTS, INC.*	20-00321	01/29/20	SUPPLIES FOR DPW GARAGE	Open	701.36	0.00		
02262 FBI/LEEDA*	20-00126	01/09/20	ANNUAL DUES 2020	Open	50.00	0.00		
02521 JOSEPH MARKER	20-00537	02/25/20	CONTRACTUAL REIMBURSEMENT M	Open	3,056.76	0.00		
02541 ROBERT D. MARTIN, JR	20-00516	02/21/20	CONTRACTUAL REIMBURSEMENT M	Open	35.72	0.00		
02800 MURPHY FENCE COMPANY*	19-03442	12/17/19	FENCING 4 CLEARWATER DR	Open	7,983.66	0.00		
02811 JAMES MOY	20-00536	02/25/20	CONTRACTUAL REIMBURSEMENT M	Open	175.04	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>03026 NJ STATE HEALTH BENEFITS</b>								
	20-00538	02/25/20	MAR 20 HEALTH BENEFITS ACTIVE	Open	183,344.41	0.00		
	20-00539	02/25/20	MAR 20 HEALTH BENEFITS RETIRES	Open	<u>69,303.44</u>	0.00		
					252,647.85			
<b>03102 NJ POLICE TRAFFIC OFFICERS ASS</b>								
	20-00368	02/04/20	ANNUAL DUES	Open	50.00	0.00		
<b>03226 OLD DOMINION BRUSH CO.*</b>								
	19-03567	12/31/19	LEAF VAC PARTS	Open	1,373.04	0.00		B
<b>03377 JULIE PICARD</b>								
	20-00471	02/14/20	REIMBURSE MEETING 2/14/2020	Open	35.97	0.00		
<b>03455 PUBLIC WORKS ASSOCIATION*</b>								
	20-00303	01/28/20	2020 MEMBERSHIP PWANJ	Open	30.00	0.00		
<b>03518 RIGGINS, INC.*</b>								
	20-00502	02/19/20	RIGGINS	Open	575.53	0.00		
	20-00550	02/27/20	OFF HIGHWAY DIESEL	Open	<u>330.86</u>	0.00		
					906.39			
<b>03608 SEAWAVE CORPORATION*</b>								
	20-00307	01/28/20	FIRE SAFETY LEGAL PUBLICATION	Open	32.37	0.00		
<b>03692 SOUTH JERSEY GAS CO*</b>								
	20-00527	02/24/20	1/20-2/17/20 NATURAL GAS	Open	7,288.36	0.00		
<b>03766 JOAN TAYLOR</b>								
	20-00498	02/19/20	CONTRACTUAL REIMBURSEMENT M	Open	400.00	0.00		
<b>03810 MUNICIPAL UTIL AUTH USAGE COST</b>								
	20-00423	02/07/20	SEWER 5059-0 / 12348-0	Open	640.00	0.00		
	20-00473	02/18/20	WATER 10/15/19-1/15/20	Open	<u>1,223.02</u>	0.00		
					1,863.02			
<b>03820 MUNICIPAL UTIL. AUTH ON CALL</b>								
	20-00468	02/14/20	REIMBURSE HALF TOTAL BILLING	Open	242.43	0.00		
<b>03834 CAPE MAY COUNTY TREASURER/HAVE</b>								
	20-00476	02/18/20	COUNTY SHARE IN LIEU TAXES	Open	541.13	0.00		
<b>03876 UNITED WATER TREATMENT CO INC*</b>								
	20-00429	02/10/20	WATER TREATMENT FOR SYSTEM	Open	480.00	0.00		
<b>03904 LOWE'S HOME CENTER INC*</b>								
	20-00108	01/09/20	SUPPLIES/DPW	Open	378.23	0.00		
	20-00483	02/19/20	HOT WATER HEATER	Open	<u>676.33</u>	0.00		
					1,054.56			
<b>03969 VERIZON</b>								
	20-00513	02/21/20	2/13-3/12/20 LANDLINES	Open	254.33	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03992 VAL-U AUTO PARTS LLC*	20-00101	01/09/20	RDS/SANT/RECY/DPW	Open	3,860.30	0.00		
04301 SEASHORE ASPHALT CORPORATION*	20-00114	01/09/20	ASPHALT/PATCH/RDS	Open	278.75	0.00		
04445 TRICOMM SERVICES CORP*	20-00349	02/04/20	CHANGE ASSESSOR MENU/CONF EXT	Open	382.50	0.00		
2023 ATLANTIC TACTICAL INC*	20-00451	02/11/20	GAS MASK	Open	485.91	0.00		
5027 CAPE MAY COUNTY FIRE PROTECTIO	20-00306	01/28/20	FIRE 2020 ASSOCIATION DUES	Open	100.00	0.00		
6059 USABLE LIFE	20-00540	02/25/20	MAR 20 LIFE INSURANCE	Open	619.30	0.00		
7079 SUBURBAN PROPANE L P*	20-00507	02/20/20	PROPANE DELIVERY-FREEMAN	Open	143.41	0.00		
	20-00534	02/25/20	PROPANE DELIVERY- SHUNPIKE	Open	31.47	0.00		
					174.88			
7091 STEVE SELBY	20-00501	02/19/20	BASKETBALL OFFICIAL	Open	40.00	0.00		
7098 SHORE VETERINARIAN ANIMAL *	20-00159	01/10/20	RES 2020-16 DNE \$56K ANIMAL CO	Open	4,666.67	0.00		B
7196 LAUREN HUGGINS SUIT*	20-00158	01/10/20	RES 2020-09 PUBLIC INFORMATION	Open	1,075.00	0.00		B
7199 STAPLES CREDIT PLAN-INSTORE PU	20-00213	01/16/20	OFFICE SUPPLIES	Open	125.49	0.00		
	20-00222	01/17/20	OFFICE SUPPLIES	Open	82.49	0.00		
					207.98			
7400 WATCHGUARD VIDEO	19-03166	11/15/19	WIRES	Open	560.00	0.00		
	20-00140	01/09/20	SOFTWARE AND LICENSING	Open	5,842.00	0.00		
					6,402.00			
7475 SUZANNE M SCHEID	20-00518	02/21/20	CONTRACTUAL REIMBURSEMENT M	Open	69.00	0.00		
7507 STEFANKIEWICZ & BELASCO LLC	20-00154	01/10/20	RES # 2020-01 DNE \$34K	Open	2,833.33	0.00		
	20-00221	01/17/20	DNE \$116K EXPENSES	Open	14,836.11	0.00		
					17,669.44			
7508 BLANEY & KARAVAN PC*	20-00157	01/10/20	RES2020-05 MONTHLY DNE \$40K	Open	3,333.33	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>7552 EVERBRIDGE, INC*</b>								
	20-00204	01/15/20	1/1-12/31/20 EMERGENCY SYSTEM	Open	5,463.64	0.00		
<b>7636 MOTT MACDONALD LLC*</b>								
	19-02964	11/06/19	SERVICES FOR JONATHAN HOFFMANS	Open	15,078.00	0.00		B
	20-00519	02/24/20	PROFESSIONAL ENGINEERING	Open	425.17	0.00		
	20-00520	02/24/20	PROFESSIONAL ENGINEERING	Open	1,047.26	0.00		
	20-00521	02/24/20	PROFESSIONAL ENGINEERING	Open	1,299.25	0.00		
	20-00522	02/24/20	PROFESSIONAL ENGINEERING	Open	3,063.89	0.00		
	20-00523	02/24/20	PROFESSIONAL ENGINEERING	Open	284.00	0.00		
	20-00524	02/24/20	PROFESSIONAL ENGINEERING	Open	3,174.99	0.00		
	20-00525	02/24/20	PROFESSIONAL ENGINEERING	Open	<u>1,853.56</u>	0.00		
					26,226.12			
<b>7689 GOVERNMENT FORMS AND SUPPLIES*</b>								
	20-00272	01/23/20	BUSINESS CARDS - MAYOR SIPPEL	Open	41.00	0.00		
<b>7698 TIMOTHY O'DONNELL</b>								
	20-00533	02/25/20	REIMBURSEMENT-FINGERPRINT	Open	24.05	0.00		
<b>7896 CMC COURT ADMINISTRATORS ASSOC</b>								
	20-00388	02/06/20	2020 COURT ADMIN DUES	Open	200.00	0.00		
<b>7922 WILLIAM OMROD</b>								
	18-00841	03/27/18	2018 EQUIP. ALLOWANCE	Open	150.00	0.00		
	19-00956	03/29/19	2019 EQUIPMENT ALLOWANCE	Open	<u>150.00</u>	0.00		
					300.00			
<b>7929 AMAZON CAPITAL SERVICES, INC</b>								
	20-00371	02/04/20	IPHONE 8 CASE BF	Open	19.88	0.00		
	20-00450	02/11/20	Standing Computer Desks	Open	3,290.52	0.00		
	20-00452	02/11/20	SUPPLIES	Open	281.39	0.00		
	20-00453	02/11/20	WESTCOTT LAND MEASURE COMPASS	Open	19.90	0.00		
	20-00464	02/13/20	MICROSOFT SURFACE PRO 7 FS	Open	2,789.85	0.00		
	20-00504	02/19/20	FIRE SAFETY SUPPLIES	Open	238.02	0.00		
	20-00512	02/20/20	PHONE CASE / GAVEL	Open	<u>38.98</u>	0.00		
					6,678.54			
<b>8087 COOL POOLS CONSTRUCTION LLC</b>								
	19-02460	09/05/19	SAFETY POOL COVERS FOR POOL	Open	4,075.00	0.00		
<b>8131 DOCUVAULT SECURE SHREDDING LLC</b>								
	20-00470	02/14/20	2/5/2020 SHREDDING	Open	72.00	0.00		
<b>8197 GREAT AMERICAN FINANCIAL SERV</b>								
	20-00541	02/25/20	2/14/20 MAIL MACHINE LEASE	Open	560.00	0.00		
<b>8207 CJ DURHAM</b>								
	20-00477	02/18/20	WRESTLING OFFICIAL	Open	95.00	0.00		
<b>8245 SUSAN KENNEDY BURGOS</b>								
	20-00469	02/14/20	REFUND TAX 1ST QTR B 277 L 11	Open	533.11	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
8246 CLARENCE MAYS	20-00478	02/18/20	WRESTLING OFFICIAL	Open	76.00	0.00		
8247 LANCE BOBO	20-00479	02/18/20	FINGERPRINT/BACKGROUND	Open	24.05	0.00		
8248 JOHN OLIVA	20-00499	02/19/20	BASKETBALL OFFICIAL	Open	100.00	0.00		
8249 CHRIS LOZZI	20-00535	02/25/20	REFEREED EXHIBITION GAME	Open	70.00	0.00		
BERB BERNADETTE ERB	20-00480	02/18/20	REIMBURSEMENT- FINGERPRINT	Open	24.05	0.00		
G-POS POSITIVE PROMOTIONS	20-00383	02/06/20	GLOW BRACELETS	Open	241.83	0.00		
MARGATE MARGATE RECREATION	20-00227	01/17/20	MARGATE MADNESS TOURNAMENT	Open	160.00	0.00		
MCGAFFNE MATT MCGAFFNEY JR	20-00500	02/19/20	BASKETBALL OFFICIAL	Open	80.00	0.00		
Total Purchase Orders: 107				Total P.O. Line Items: 0	Total List Amount: 485,247.98	Total Void Amount: 0.00		

Vendor:	Description:	Amount:
Seashore Community Church	Code Blue Warming Center	\$ 4,000.00
	TOTAL Manual Checks	\$ 4,000.00
	TOTAL Computer Generated	\$ 485,247.98
	<b>TOTAL BILL LIST</b>	<b>\$ 489,247.98</b>

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	+		+				
COOMBS			+				
ROY			+				
PERRY		+	+				
SIPPEL			+				

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 March 2, 2020.

  
Julie A Picard, Township Clerk

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

RESOLUTION #2020-95

Title: AUTHORIZATION TO CANCEL GENERAL LEDGER BALANCES

WHEREAS, it has been determined that there is a defunct reserve amount appropriated in the Trust Fund general ledger that is not viable; and

WHEREAS, it has been determined by an internal audit that this balance totaling \$725.00 should be cancelled to properly reflect the financial position of the Township; and

WHEREAS, it is necessary to formally authorize cancellation of said balances so that it can be adjusted to show a true reflection of the financial position of the Township:

G/L:

Trust Fund: Reserve for Bail	725.00	
Trust Fund: Recreation Cash		725.00

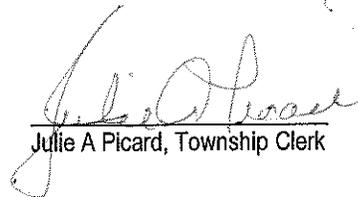
Revenue:

Current Fund: Revenue		
Misc. Revenue not Anticipated		725.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the aforementioned cancellation is authorized.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	+		+				
COOMBS			+				
ROY			+				
PERRY		+	+				
SIPPEL			+				

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Julie A Picard, Township Clerk

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

RESOLUTION #2020-96

Title: **A RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE BY PRIVATE SALE**

**WHEREAS**, the Township of Lower has deemed an I Phone 7 belonging to former Mayor Simonsen along with the connected phone number are no longer needed for public use; and

**WHEREAS**, former Mayor Simonsen has requested the associated phone number be transferred to him personally and the Township has obtained the fair market value of the phone; and

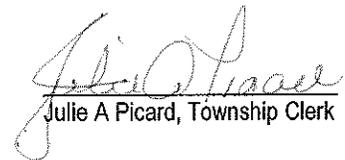
**WHEREAS**, N.J.S.A. 40A:11-36 permits a municipality to sell by private sale personal property no longer needed for public use, when the fair value of the property to be sold does not exceed the applicable bid threshold.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey the a private sale to Erik Simonsen of the above mentioned item for the amount of Twenty-five (\$25) Dollars is hereby authorized.

**BE IT FURTHER RESOLVED** that fixed asset #4524 be removed from the Lower Township Fixed Asset Inventory.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			X				

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Julie A Picard, Township Clerk

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

RESOLUTION #2020-97

Title: AUTHORIZATION FOR WAIVER OF FEES FOR HISTORIC COLD SPRING VILLAGE

WHEREAS, Historic Cold Spring Village, located at 720 Route 9, will be making application to the Township to eliminate an antiquated trailer and construct a Pole Barn at said location; and

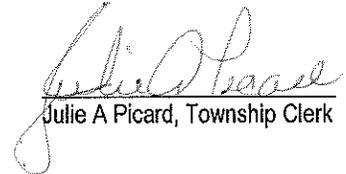
WHEREAS, Historic Cold Spring Village is a non-profit corporation and has requested the Township waive any and all permit fees associated with the construction of said pole barn; and

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, County of Cape May, State of New Jersey that all permissible Township permit fees associated with the construction of the pole barn be waived.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.

  
Julie A Picard, Township Clerk

**Historic Cold Spring Village  
720 Route 9  
Cape May, New Jersey 08204**

**Phone: (609)-898-2300, ext. 10**

**Fax: (609) 884-5926**

**Website: [www.hcsv.org](http://www.hcsv.org)**

February 18, 2020

Ms. Julie Picard, Township Clerk  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

Dear Mayor Sipple, Deputy Mayor Perry and Councilman Conrad:

Historic Cold Spring Village, a New Jersey not-for-profit corporation, is actively moving towards eliminating an antiquated 60 x 30 ft trailer that was inherited from Cape May County during their tenure at the Village from 1985-1992. It is located in the restoration and storage area of the museum and has deteriorated to the point where additional funds would only stave off its eventual demise. The staff drew up a rudimentary set of plans, which have been included. Mr. Playford has also been contacted with respect to the Village's proposal.

We are respectfully requesting to be forgiven for permit fees as we proceed with a plan to replace utilizing brewery revenue; monies garnered from the Jerome Goldman Legacy Fund (in honor of our blacksmith who passed away last year); and if successful, funds from a New Jersey Historic Trust preservation grant.

As the full-time non-salaried director of HCSV and a representative of both the Foundation that administers the Village and the staff that implements its day-to-day programs and projects, we would be most appreciative if you would consider our request that the permits and fees associated with the barn project be waived.

With kindest regards,

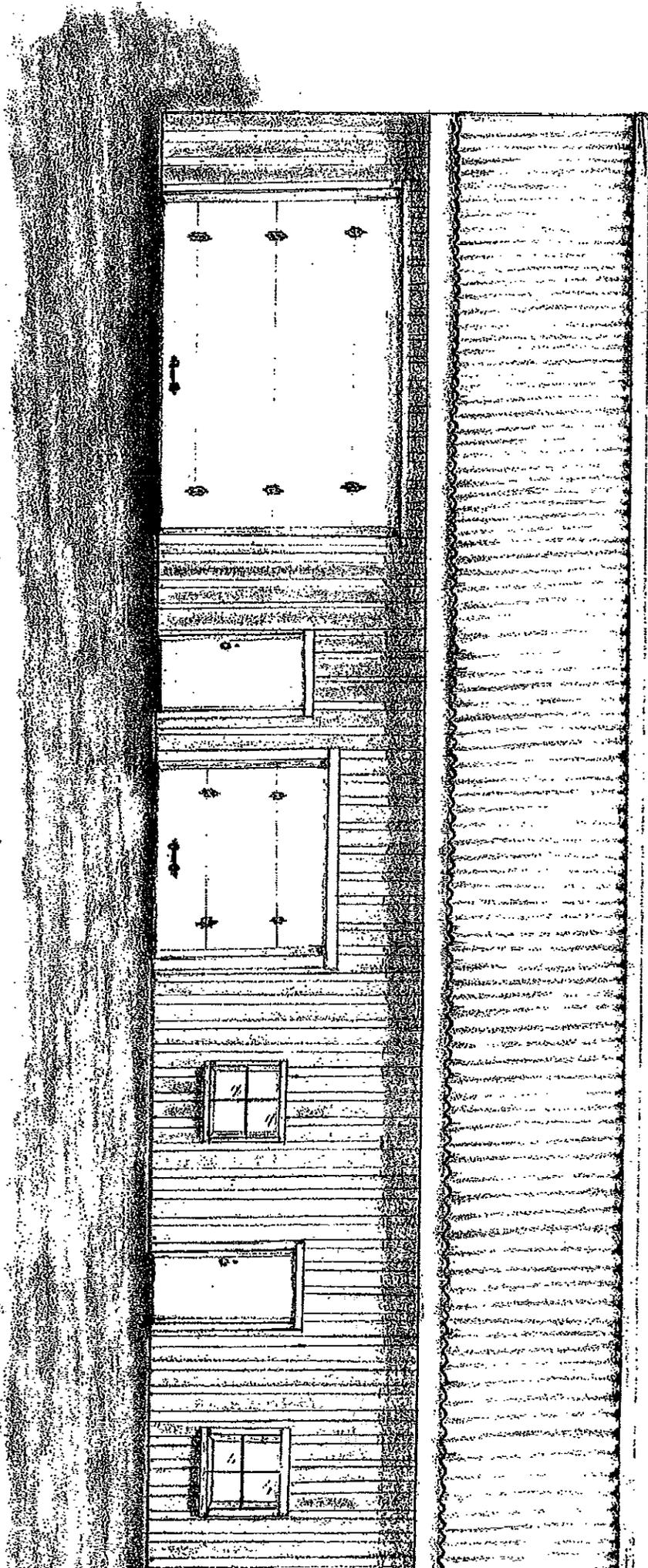
Annie Salvatore

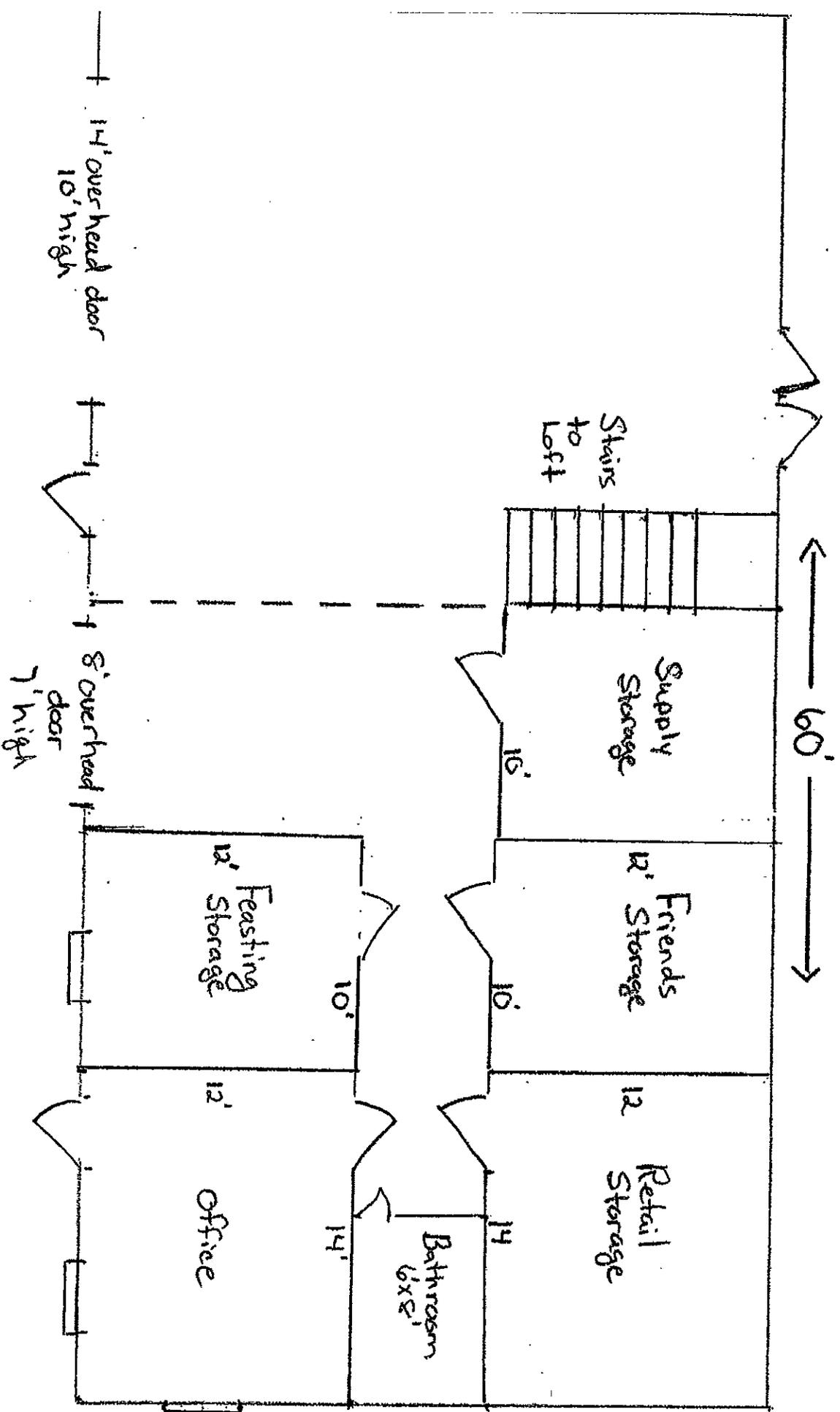


Patricia Anne Salvatore, Executive Director/President

Cc: Gary Playford, Construction Official

60' x 30' Pole Barn  
12' Side walls  
Wood siding metal roof





60' x 30' pole barn  
12' side wall

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

RESOLUTION #2020-98

Title: ISSUANCE OF ICE CREAM PEDDLING AND ICE CREAM SALESMAN LICENSE FOR THE YEAR 2020

WHEREAS, Armen Avetisyan t/a A & T Ice has submitted an application for an Ice Cream Peddling and Ice Cream Salesman License for the year 2020; and

WHEREAS, all required paperwork and fees have been received for the license.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Clerk be authorized to issue the following license for the year 2020, after inspection of the vehicle with the Police Department:

Ice Cream Peddling Salesman License

Armen Avetisyan

Ice Cream Peddling Business License

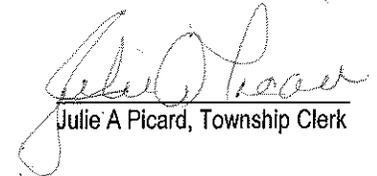
2006 Ford E450 Super-duty Vin #1FDXE45P56DB03781

2003 Ford E350 Super-duty Vin #1FDWE35F03HA44320

BE IT FURTHER RESOLVED, that anyone selling in conjunction with the above license shall do so only upon proper application and license approval by the Township.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			X				

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Julie A Picard, Township Clerk

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

RESOLUTION #2020-99

Title: **A RESOLUTION AWARDING NINE (9) CONCERTS TO BE HELD AT THE DRBA FERRY TERMINAL TO: MEDIA FIVE LTD, FRANK KIELB, STELLAR MOJO, LEGACY BAND AND ADOLEO INC.**

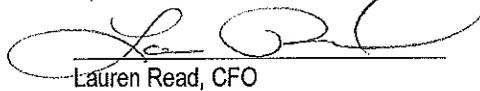
**WHEREAS**, the Township of Lower is given authority by N.J.S.A 40A:11-5(k) to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements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

**WHEREAS**, the Lower Township Recreation Department is contracting Nine (9) Concert events which will take place at the Delaware River Bay Authority Ferry Terminal for the following dates and costs:

<b>TO: Media Five for the following shows dates and cost:</b>			
	<u>Band</u>	<u>Date</u>	<u>Cost</u>
	Amish Outlaws	07/01/2020	\$ 4,500.00
	Sensational Soul Cruisers	07/08/2020	\$ 4,250.00
	B Street Band	08/12/2020	\$ 3,500.00
<b>TO:</b>	<b>Frank Kielb Entertainment (FKE)</b>		
	Parrot Beach	07/22/2020	\$ 4,500.00
	Yellow Brick Road	07/29/2020	\$ 4,750.00
	Desert Highway	08/05/2020	\$ 4,750.00
<b>TO:</b>	<b>Stellar Mojo</b>		
<b>TO:</b>	<b>Legacy Band</b>		
<b>TO:</b>	<b>ADOLEO, INC.</b>		
	Don't Call Me Francis	08/19/2020	\$ 4,500.00
	<b>TOTAL</b>		<b>\$35,750.00</b>
			<b>\$17,875.00</b>

**WHEREAS**, the amount of said contract shall be in accordance with the services set forth on Exhibit A-H attached hereto; the DRBA has authorized a contribution of \$17,875.00 towards the entertainment events; and

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



0-01-30-420-259  
Budget Account

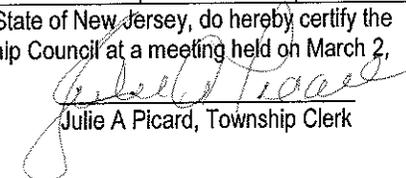
**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the following contracts are hereby awarded as per attached contracts:

<b>AWARD TO:</b>	<b>MEDIA FIVE ENTERTAINMENT (3) Three Concerts</b>	
Total:	\$ 12,250.00	(\$ 6,125.00 Township Portion)
<b>AWARD TO:</b>	<b>FRANK KIELB ENTERTAINMENT (3) Three Concerts</b>	
Total:	\$14,000.00	(\$ 7,000.00 Township Portion)
<b>AWARDED TO:</b>	<b>STELLAR MOJO (1) Concert</b>	
Total:	\$ 3,000.00	(\$1,500.00 Township Portion)
<b>AWARDED TO:</b>	<b>LEGACY BAND (1) Concert</b>	
Total:	\$ 2,000.00	(\$1,000.00 Township Portion)
<b>AWARDED TO:</b>	<b>ADOLEO INC. (1) Concert</b>	
Total:	\$ 4,500.00	(\$2,250.00 Township Portion)
<b>COMPLETE TOTAL:</b>	<b>\$ 35,750.00</b>	<b>(\$ 17,875.00 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	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.



Julie A. Picard, Township Clerk



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

NJ License # BWO365500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **September 26, 2019** between **Steven Barlotta** herein referred to as "Artist" providing the services of **Sensational Soul Cruisers** and **Lower Township Department of Parks and Recreation** herein referred to as "Purchaser."

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

B. Type of Engagement **Club 100% Headline**

2. A. Date(s) of Engagement **Wednesday July 8, 2020**

B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

BAND LEADER IS  
RESPONSIBLE  
FOR ADVANCING  
THIS DATE  
WITH VENUE

3. Engagement Price Agreed Upon **For Engagement / Band to Provide Complete PA and Operator**

**\$4,250.00**

**11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM**

4. **Special Requirements of Artists**

A. Provide one lockable private dressing room and adequate electrical power to run artist. In the event that the band starts the performance and there is a pop up shower the band agrees to wait out the weather through the

B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.

C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.

In addition to the above,  If this box is checked the attached Rider(s) shall be considered part of this Agreement.  Artist Sound Check Deadline

5. **Additional Requirements Checked Below**

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

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

7. DEPOSIT RECEIVED - Date: Amount: **\$2,125.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

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

Purchaser will make payments to Booking Agent and Booking Agent will pay artist via mail.

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

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

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

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

13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as seth forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

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

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

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

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

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

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

(i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and

(ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.

20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.

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

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

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

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

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

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

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

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Purchaser Name

XBy Bruce Formica  
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# **13-3992593**

XBy \_\_\_\_\_  
Artist Signature (or an authorized agent thereof)

**Steven Barlotta**

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

Booking Agent

**David Sestak**

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

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



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

NJ License# BWO385500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **December 12, 2019** between **c/o Will Forte** herein referred to as "Artist" providing the services of **The B STREET BAND A Tribute to the Boss** and **Lower Township Department of Parks and Recreation** herein referred to as "Purchaser."

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

B. Type of Engagement **Concert**

2. A. Date(s) of Engagement **Wednesday August 12, 2020**

B. Hours of Engagement **5:30-8:30** C. Sets **2-70s**

BAND LEADER IS RESPONSIBLE FOR ADVANCING THIS DATE WITH VENUE

3. Engagement Price Agreed Upon **\$3,500.00** all rider info from LCMay For Engagement / Band to Provide Complete PA and Operator

11AM rain cancellation deadline. 50% of the fee to be paid if canceled prior to 11. Band to be paid in full if date is canceled after 11AM

4. Special Requirements Of Artists

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

5. Additional Requirements Checked Below

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

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

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

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

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

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

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

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

13. This Agreement and the Rider (s), if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement (as set forth above in Paragraph 9, this Agreement need not be signed on order to be enforceable).

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

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

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

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

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

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

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

20. Purchaser and Artist agree that they will not disclose any information regarding the existence, terms or substance of this Agreement, except to their attorneys, accountants, financial advisors, or where otherwise required by law.

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

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

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

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

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

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

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

**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# **42-1703538**

XBy *Will Forte*  
 Purchaser Signature (or an authorized agent thereof)

XBy \_\_\_\_\_  
 Artist Signature (or an authorized agent thereof)

**Lower Township Department of Parks and Recreation**

**c/o Will Forte**

Lower Township Department of  
 2600 Bayshore Road  
 Villas NJ 08251

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

Buyer Email:

Booking Agent

David Sestak

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

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

**EXHIBIT A**

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

x  
Firm Name: Media Five Entertainment LTD  
Name of Agent: David Sestak  
Title: President  
Date: 3-3-2020

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

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

**Part I – Contractor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
David Sestak	860 Bensaleke Rd Bethlehem, PA 18017

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Media Five Entertainment LTD  
 Signed: [Signature] Title: President  
 Print Name: David Sestak Date: 3-3-2020

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

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

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

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

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

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

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

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

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
	Media Five LTD	

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

  
\_\_\_\_\_

Sworn and Subscribed to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**F.K.E.**

Frank Kielb Entertainment

PO Box 626  
Broomall, PA 19008  
Office: 610-325-4540  
Cell: 610-420-6900  
Fax: 610-325-4541  
[www.TheRockBands.com](http://www.TheRockBands.com)  
[frank@therockbands.com](mailto:frank@therockbands.com)

**Monday October 30<sup>th</sup>, 2019**

**CONFIRMATION of AGREEMENT # 6-08052020**

ATTENTION: BRUCE FOURNIER, 609-425-6596  
Jim Ridgeway, [jridgeway@townshipoflower.org](mailto:jridgeway@townshipoflower.org) Cell: 609-827-4320 &  
Mitch Plenn, [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org) Phone: 609-886-2005 x 151

NAME OF ACT/ARTIST: Desert Highway [www.deserthighwayband.com](http://www.deserthighwayband.com)

PERFORMANCE LOCATION: LOWER TOWNSHIP CONCERT SERIES 2020  
LEWES FERRY CAPE MAY TERMINAL  
1200 Lincoln Road, Cape May, NJ 08204

PERFORMANCE DATE: Wednesday August 5th, 2020

HOURS OF PERFORMANCE: Hours: 5:35pm - 8:30pm (Sets: 5:35 - 6:35pm, 7:15 - 8:30pm)

PRICE AGREED UPON: \$4750.00

CONTRACT: Please sign and return one (1) copy of this agreement by Monday November 25<sup>th</sup>, 2019.

PAYMENT: Upon job completion, please mail \$4750.00 balance check. Check payable to:  
FRANK KIELB ENTERTAINMENT, Inc., P.O. Box 626, Broomall, PA 19008 Tax ID # 26-0050285

**PLEASE RETURN SIGNED AGREEMENT  
BY MONDAY NOVEMBER 25, 2019.**

Page | 1

**FRANK KIELB ENTERTAINMENT**  
P.O. BOX 626, BROOMALL, PA 19008, OFFICE: 610-325-4540, CELL: 610-420-6900

# F.K.E.

Frank Kielb Entertainment

## **CONFIRMATION of AGREEMENT # 6-08052020**

DESERT HIGHWAY will provide:

- A. Transportation
- B. Backline
- C. Production (sound/lights/tech)
  - a. Late Night Sound: Bruce Gill 610-909-4874
- D. Lodging

LOWER TOWNSHIP CONCERT SERIES 2020 will provide:

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

DAY OF SHOW CONTACTS:

Not on site but reachable: Frank Kielb, Talent Agent/Mgr. [Frank@TheRockBands.com](mailto:Frank@TheRockBands.com) 610-325-4540 office, 610-420-6900 cell

**TIMELINE:** (Approximate)

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

3:30pm- BAND- Load in backline

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

4:45pm- Serve hospitality for Eight (8) people

5:30pm- ANNOUNCEMENTS

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

7:15pm- Set #2 (Seventy five (75) minute including encore) 7:15pm - 8:30pm

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

Purchaser agrees that all dates for a period of two (2) years from 8/05/20 for DESERT HIGHWAY will be booked through Frank Kielb, Frank Kielb Entertainment, Inc.

**F.K.E.**

Frank Kielb Entertainment

**CONFIRMATION of AGREEMENT # 6-08052020**

X *Bruce Fournier* Date 3/3/2020  
BRUCE FOURNIER

X *Paul E. Kielb* Date 10/30/2019  
Frank Kielb of Frank Kielb Entertainment, Inc.

**F.K.E.**

**Frank Kielb Entertainment**

PO Box 626  
Broomall, PA 19008  
Office: 610-325-4540  
Cell: 610-420-6900  
Fax: 610-325-4541  
[www.TheRockBands.com](http://www.TheRockBands.com)  
[frank@therockbands.com](mailto:frank@therockbands.com)

**Monday October 14<sup>th</sup>, 2019**

**CONFIRMATION of AGREEMENT # 1-07292020**

ATTENTION: BRUCE FOURNIER, 609-425-6596

Jim Ridgeway, [jridgeway@townshipoflower.org](mailto:jridgeway@townshipoflower.org) Cell: 609-827-4320 &  
Mitch Plenn, [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org) Phone: 609-886-2005 x 151

NAME OF ACT/ARTIST: Yellow Brick Road [www.tributetoeltonjohn.com](http://www.tributetoeltonjohn.com)

PERFORMANCE LOCATION: LOWER TOWNSHIP CONCERT SERIES 2020  
LEWES FERRY CAPE MAY TERMINAL  
1200 Lincoln Road, Cape May, NJ 08204

PERFORMANCE DATE: Wednesday July 29th, 2020

HOURS OF PERFORMANCE: Hours : 5:35pm - 8:30pm - Sets: 5:35 - 6:35pm, 7:15 - 8:30pm

PRICE AGREED UPON: \$4750.00

CONTRACT: Please sign and return one (1) copy of this agreement by Monday November 11<sup>th</sup>, 2019.

PAYMENT: Upon job completion, please mail \$4750.00 balance check. Check payable to:  
FRANK KIELB ENTERTAINMENT, Inc., P.O. Box 626, Broomall, PA 19008 Tax ID # 26-0050285

**PLEASE RETURN SIGNED AGREEMENT  
BY MONDAY NOVEMBER 11<sup>TH</sup>, 2019.**

Page | 1

**FRANK KIELB ENTERTAINMENT  
P.O. BOX 626, BROOMALL, PA 19008, OFFICE: 610-325-4540, CELL: 610-420-6900**

# F.K.E.

Frank Kielb Entertainment

**CONFIRMATION of AGREEMENT # 1-07292020**

YELLOW BRICK ROAD will provide:

- A. Transportation
- B. Backline
- C. Production (sound/lights/tech)
  - a. Late Night Sound: Bruce Gill 610-909-4874
- D. Lodging

LOWER TOWNSHIP CONCERT SERIES 2020 will provide:

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

DAY OF SHOW CONTACTS: Mitch Plenn 609-886-2005 x 151, Mike Porch 609-435-7624

Not on site but reachable: Frank Kielb, Talent Agent/Mgr. [Frank@TheRockBands.com](mailto:Frank@TheRockBands.com) 610-325-4540 office, 610-420-6900 cell

**TIMELINE:** (Approximate)

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

3:30pm- BAND- Load in backline

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

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

5:30pm- ANNOUNCEMENTS

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

7:15pm- Set #2 (Seventy five (75) minute including encore) 7:15pm - 8:30pm

PLEASE BE ADVISED THAT YELLOW BRICK ROAD 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 7/29/20 for YELLOW BRICK ROAD will be booked through Frank Kielb, Frank Kielb Entertainment, Inc.

**F.K.E.**

Frank Kielb Entertainment

**CONFIRMATION of AGREEMENT # 1-07292020**

X  Bruce Lunnis  Date  3/3/2020

X \_\_\_\_\_ Date \_\_\_\_\_  
Frank Kielb for Frank Kielb Entertainment, Inc.

**F.K.E.**

**Frank Kielb Entertainment**

✓ P29

PO Box 626  
Broomall, PA 19008  
Office: 610-325-4540  
Cell: 610-420-6900  
Fax: 610-325-4541  
[www.TheRockBands.com](http://www.TheRockBands.com)  
[frank@therockbands.com](mailto:frank@therockbands.com)

**Wednesday December 11<sup>th</sup>, 2019**

**CONFIRMATION of AGREEMENT # 13-07222020**

ATTENTION: Jim Ridgeway, [jridgeway@townshipoflower.org](mailto:jridgeway@townshipoflower.org) Cell: 609-827-4320 &  
Mitch Plenn, [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org) Phone: 609-886-2005 x 151

NAME OF ACT/ARTIST: Parrot Beach [www.parrotbeach.com](http://www.parrotbeach.com)

PERFORMANCE LOCATION: LOWER TOWNSHIP CONCERT SERIES 2020  
LEWES FERRY CAPE MAY TERMINAL  
1200 Lincoln Road, Cape May, NJ 08204

PERFORMANCE DATE: Wednesday July 22<sup>nd</sup>, 2020

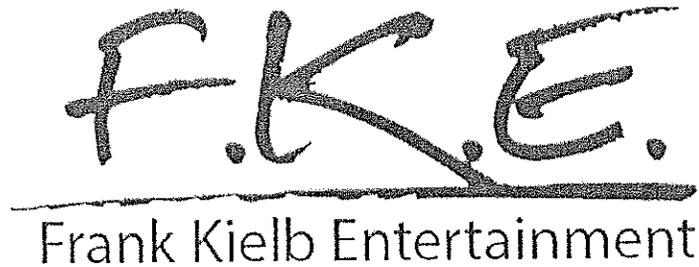
HOURS OF PERFORMANCE: Hours: 5:35pm - 8:30pm (Sets: 5:35pm - 6:35pm, 7:15pm - 8:30pm)

PRICE AGREED UPON: \$4500.00

CONTRACT: Please sign and return one (1) copy of this agreement by Monday January 6<sup>th</sup>, 2020.

PAYMENT: Upon job completion, please mail \$4500.00 balance check. Check payable to:  
FRANK KIELB ENTERTAINMENT, Inc., P.O. Box 626, Broomall, PA 19008 Tax ID # 26-0050285

**PLEASE RETURN SIGNED AGREEMENT  
BY MONDAY January 6<sup>th</sup>, 2020.**



**CONFIRMATION of AGREEMENT # 13-07222020**

PARROT BEACH will provide:

- A. Transportation
- B. Backline
- C. Production (sound/lights/tech)
  - a. Late Night Sound: Bruce Gill 610-909-4874
- D. Lodging

LOWER TOWNSHIP CONCERT SERIES 2020 will provide:

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

DAY OF SHOW CONTACTS: Mitch Plenn: 609-886-2005 x151, Mike Porch: 609-435-7624

Not on site but reachable: Frank Kielb, Talent Agent/Mgr. [Frank@TheRockBands.com](mailto:Frank@TheRockBands.com) 610-325-4540 office, 610-420-6900 cell

**TIMELINE:** (Approximate)

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

3:30pm- BAND- Load in backline

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

4:45pm- Serve hospitality for Eight (8) people

5:30pm- ANNOUNCEMENTS

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

7:15pm- Set #2 (Seventy five (75) minute including encore) 7:15pm - 8:30pm

**PLEASE BE ADVISED THAT PARROT BEACH** 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 7/22/20 for PARROT BEACH will be booked through Frank Kielb, Frank Kielb Entertainment, Inc.

**F.K.E.**

Frank Kielb Entertainment

**CONFIRMATION of AGREEMENT # 13-07222020**

X *Bruce Lounier* Date 3/7/2020

X *Paul E. Mass* Date 12/11/2019  
Frank Kielb of Frank Kielb Entertainment, Inc.

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

**Part I – Contractor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Frank Vich Entertainment Inc.  
 Signed: Frank G. Vich Title: owner  
 Print Name: Frank Vich Date: 2/27/2020

Subscribed and sworn before me this 27 day of February, 2020.

My Commission expires: 8/3/2020

Donna Catalano  
 (Affiant)  
Donna Catalano Notary Public  
 (Print name & title of affiant) (Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 DONNA M. CATALANO  
 Notary Public  
 NEWTOWN TWP. DELAWARE COUNTY  
 My Commission Expires Aug 3, 2020

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Firm Name: Frank Kielb Entertainment Inc

Name of Agent: Frank Kielb

Title: Owner

Date: 2/27/2020

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

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

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

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

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

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

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

Date	Name of Organization	Amount

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

*Frank G. Keill*

Sworn and Subscribed to before me  
this 27 day of February, 2020  
*Donna Catalano*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DONNA M CATALANO  
Notary Public  
NEWTOWN TWP, DELAWARE COUNTY  
My Commission Expires Aug 3, 2020



Anderson Entertainment Management, Inc.

450 AndBro Drive, Unit # 1, Pitman, NJ 08071  
(856) 218-6001 Fax: (856) 218-0506

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

800-773-0337

Kans



#AEM087590964

THIS CONTRACT, made this 13<sup>th</sup> day of December 2019, WITNESSETH that the undersigned (hereinafter called the Client) hires the musical entity STELLAR MOJO, LLC (hereinafter called "Entertainer"). All parties understand and agree that ANDERSON ENTERTAINMENT MANAGEMENT, INC. (hereinafter called "Agency") is party to this agreement solely to protect its interests as a licensed and bonded booking agency in compliance with all relevant state regulations and law(s).

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

HOURS OF ENGAGEMENT: 5:30PM - 8:30PM  
ADDITIONAL DETAILS: Dress: Casual  
Contact(s): Mitch Plenn Lower Township 609-780-7342  
Bruce Fournier Lower Township 609-425-6596  
Mike Porch Delaware River & Bay Authority 609-435-7624  
Entertainer to provide production Client to provide staging and hospitality

DATE OF ENGAGEMENT(S): Wednesday August 26, 2020  
NAME OF BAND: Stellar Mojo  
CONTRACTED FEE: \$3,000.00  
GRAND TOTAL: \$3,000.00

METHOD OF PAYMENT  
 A 50% deposit of \$3,000.00 (non-refundable) payable to A.E.M., Inc. to be returned with the signed contract.  
The balance shall be paid via check no later than 14 days prior to the engagement(s) to Stellar Mojo, LLC.

TERMS AND CONDITIONS

1. This contract is non-cancelable by any parties hereto. Failure of the Entertainment to furnish entertainment services shall constitute breach of contract and shall subject the Agency to direct liability in damages not to exceed the contracted fee for any missed engagement(s). The only legitimate reasons for non-performance (cancellation) are: (a) strikes, (b) acts of God, (c) sickness, (d) national emergencies, (e) extreme transportation difficulties and (f) any other legitimate conditions arising from causes beyond the Agency's control; however the Agency must clearly and convincingly prove any such alleged reason(s).
2. In the event that the Entertainer is unable to perform as contracted, due to: (a) strikes, (b) acts of God, (c) sickness, (d) national emergencies, (e) extreme transportation difficulties and (f) any other legitimate conditions arising from causes beyond the Entertainer's control, the Client agrees that the Entertainer is authorized to substitute or replace, to the best of its ability, any members of Stellar Mojo (Entertainer) with equivalent talent. It is understood that the contracted fee for this replacement of said member(s) of Stellar Mojo shall not exceed the amount set forth in this agreement. In the event said non-performance occurs due to acts of God, as listed above, the Client shall be entitled to a full refund within 14 business days from the scheduled performance date as per the terms of this agreement.
3. The Client hereby agrees to maintain conditions that will not inhibit the performance of the Entertainer, the Entertainer technician(s), or Entertainer's equipment.
4. Unless negotiated otherwise, the Client agrees to accommodate the Entertainer with one "moderate" meal per member plus technician(s) (sandwich, salad, soup etc.). The Client further agrees to provide Entertainer with a designated dining area on premises.
5. All parties understand and agree that all song requests must be submitted by the Client to Stellar Mojo for approval no later than 90 days prior to scheduled performance date.
6. The Client signing this contract acknowledges his or her authority to do so in accordance with the terms set forth in this agreement. The Client's failure or refusal to pay the above-stated contracted price in accordance with the stated terms of payment shall release both the Entertainer and Agency from furnishing any remaining services to the Client under the terms of the contract.
7. The Client's failure or refusal to pay the above-stated contracted price in accordance with the stated terms of payment shall release the Entertainer/Agency from furnishing any remaining services to the Client under the terms of the contract. The Agency shall not be required to perform according to this contract so long as any claim for the contracted price for this or previous bands supplied by the Agency remains unsatisfied or unpaid (in whole or part), and said Agency's refusal to perform in such circumstances shall not constitute breach of contract.
8. If the Client breaches this contract it shall be liable for and pay to the Agency the full contracted fee of the total engagement, subject to the Agency's ability to mitigate. In the event suit must be instituted to enforce this provision, the Client shall pay the contracted price, 15% interest from the date of breach, all court cost and attorney's fees, which shall be entered as part of the costs.
9. All parties understand and agree that the Agency assumes no liability for any wrongful acts, loss, or damage to person(s) or property that the Band Member(s) may cause. Furthermore, all parties understand and agree that this agreement in no way interferes with the Client or Band's ability(s) to retain legal recourse in the event of any wrongful acts, loss or damage to person(s) or property. Said legal recourse shall remain applicable to the Client and Band/Band Members only. All parties agree and understand that ANDERSON ENTERTAINMENT MANAGEMENT, INC., is party to this agreement solely to protect its interest as a licensed and bonded booking agency and shall be held harmless by all parties concerned in the event any such legal recourse occurs.
10. The facsimile and/or email transmission of a signed copy of this agreement, any counter offer, addendum or amendment to the other party/representative, followed by faxed or computer generated signed receipt, shall constitute delivery of the signed document.

PLEASE SIGNIFY YOUR AGREEMENT TO THE FOREGOING BY SIGNING BELOW

Name of Client (please print)  
By Bruce Fournier 8/21/2020  
Signature of Client

Frank Annunziata  
Name of Agent  
By [Signature] 12/13/19  
Signature of Agent

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

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

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

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

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

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

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

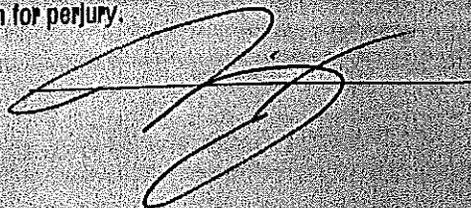
4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the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

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
2/27/2020	Stellar Mojo	100%

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

Sworn and Subscribed to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public



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

**Part I – Contractor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
John W. King	918 Seaside Ave. Absecon, NJ 08201

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Stellar Mojo

Signed: [Signature] Title: Owner

Print Name: John W. King Date: 2/27/2020

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires:

\_\_\_\_\_  
 (Affiant)  
 (Print name & title of affiant) (Corporate Seal)



Candace - ✓  
Legacy 4/m  
WJ  
Legacybandbookings@gmail.com

[www.legacyband.net](http://www.legacyband.net)

Phone: 609-972-1500 Email: [legacybandbookings@gmail.com](mailto:legacybandbookings@gmail.com)

This contract (the "Agreement") is made on this day of **Feb 3, 2020**, between **Township of Lower, Parks & Recreation** (the "Operator") and **Legacy** (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at **Cape May- Lewes Ferry Summer Concert Series** (the "Venue"), located at the address: **1200 Lincoln Blvd. Cape May, NJ 08204**

It is agreed as follows:

1. **Place, date, and time of Show.** The parties agree that the date(s) and place of Show will be at **Cape May- Lewes Ferry Terminal**, located at the address **1200 Lincoln Blvd. Cape May, NJ 08204**, on the following date(s); **July 15, 2020 - 5:30-8:30pm (2-70 min. sets)**

2. **Description of Show.** Show will be a musical performance with musical content decided by Band and operator. The length of show will be agreed upon between the band and operator in number of hours. Any additional time needed will be discussed and agreed upon between band and operator. Band to provide complete PA- first class sound, lights and operator.

**BAND will provide:**

- A. Transportation
- B. Backline
- C. Production (sound/lights/tech)  
    Sound contact: Bob Bowling  
    Cell #: (609) 868-6620
- D. Lodging IF APPLICABLE

**LOWER TOWNSHIP CONCERT SERIES 2020 will provide:**

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

**DAY OF SHOW CONTACTS:** Mitch Plenn (Lower Township) 609-886-2005 x 151, Mike Porch (DRBA) 609-435-7624 Bruce Fournier (Lower Township) 609-425-6596; Not on site but reachable: Talent Agent/Mgr. cell #

**TIMELINE:**

3pm- Load-in: Sound & lighting production crew arrive to stage

4pm- Hospitality (Food and Beverages) provided for 10 people

4:30-5pm- Band arrival for soundcheck

5:30-6:40pm- Set 1

6:40-7:20pm- Band breaks

7:20-8:30pm- Set 2

3. **Payment.** Compensation for the Show will be **\$2000.00** dollars, payable to **Legacy** by check, cashier's check, cash, etc... whatever you like (together being the "Fee"). Operator (Township of Lower) will remit payment (**\$2,000.00**) in full via mail the day following performance.

4. **Cancellation.** If Show is cancelled within 30 days of Show, Operator must pay Band's full Fee. Operator has agreed to 12pm noon rain cancellation deadline. Operator will pay Band 50% of payment if canceled prior to 12pm noon. Band to be paid in full if date is canceled after 12pm noon. In the event that the band starts the performance and there is a pop up shower, the band agrees to wait out the weather through entire performance time until it is determined if the show will continue.

5. **Food and Drink.** Operator will provide Band members with hospitality, mentioned above. (note some band members have gluten allergies)

6. **Merchandise.** Band has the right to sell merchandise at the place(s) of engagement without any cost imposed by the purchaser.

7. **Parking.** Operator/Venue will secure sufficient parking for Band's large cargo van within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

8. **Sound Systems Check.** A sound check conducted by Band at the Venue is required, at a time to be mutually arranged between Band and Operator.

9. **Security, Health, and Safety.** Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather, and that there will be adequate security and/or emergency medical responders available if foreseeably necessary. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims.

10. **Indemnification.** Operator indemnifies and holds Band harmless for any claims of property damage or bodily injury caused by Show attendees.

11. **Severability.** If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

The below-signed Band Representative warrants s/he has authority to enforceably sign this agreement for Band in its entirety. The below signed Operator's Representative warrants s/he has authority to bind Operator and Venue (above).

Signature of Band Representative: 

Band's Representative typed name and title: **Candice Marie Jernigan**

Band's typed name: **Legacy**

Operator's Representative Signature: 

Operator's Representative typed name and title: \_\_\_\_\_

**Please send deposits and/or payments to:**

**Legacy Band  
3855 Blair Mill Road  
Apt. 236B  
Horsham, PA 19044**

## **EXHIBIT A**

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

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Firm Name: Legacy Band

Name of Agent: Candice Jernigan

Title: Band Leader

Date: 4/2/20

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

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

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

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

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

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

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

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
4/2/20	Legacy Band	\$2000.00

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

*Candice Jernigan*

Sworn and Subscribed to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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

**Part I – Contractor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

**Check the box that represents the type of business entity:**

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

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Legacy Band

Signed: Candice Jernigan Title: Band Leader

Print Name: Candice Jernigan Date: 3/2/20

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



Don't Call Me

FRANCIS

www.francisband.com

Office (856) 986-6749 – Fax (856) 461-3263

Entertainment Contract

Vendor# 8241 ✓  
Carmelita Orsini@gmail.com  
W9

This contract made this 22<sup>nd</sup> day of January 2020 between the undersigned purchase and the undersigned musical organization for the engagement described below.

1. Name and Address of Place of Engagement:	Cape May Lewes Ferry Terminal Green 1200 Lincoln Blvd. North Cape May, NJ 08204
2. Name of Band or Group:	<i>The Don't Call Me Francis Band</i>
3. Number of Musicians: Crew Members	9 2 Full Production
4. Date(s) of Engagement, Start and Finish Time of Engagement:	August 19th 2020 5:30pm – 8:30pm (2) 70 min sets)
5. Type of Engagement:	Township of Lower Summer Concert Series
6. Agreed Price for Engagement:	\$4,500.00
7. Purchaser will make payments as follows:	\$ 4,500.00 payable to: "Adoleo, Inc." via mail the day after performance. Please mail to address below.

8. *The Don't Call Me Francis Band* shall at all times have complete supervision, direction and control over the services of it's personnel on the engagement and expressly reserve the right to control the manner, means and details of the performance of services.
9. It is understood that *The Don't Call Me Francis Band* executes this contract as an independent contractor and that the musicians are not employees of the Purchaser.
10. *The Don't Call Me Francis Band* acts only as the Musical Organization and assumes no liability hereunder.
11. **Weather Clause: 12 noon rain cancellation deadline. 50% of the fee to be paid if canceled prior to 12 Noon. Band to be paid in full if date is canceled after 12 Noon. In the event that the band starts the performance and there is a pop up shower, the band agrees to wait out the weather through entire performance time until it is determined if the show will continue.**
12. Other conditions: Case of bottled water on stage and food/ beverage for band. Band merchandise may be sold at performance.

Contact: Bruce Fournier bfournier@townshipoflower.org  
609-425-6596

*The Don't Call Me Francis Band*  
Musical Organization

*Carmelita Orsini*  
Musical Organization Representative Signature

\_\_\_\_\_  
Purchaser's Name  
*Bruce Fournier*  
Purchaser's Signature

Date:

Date: 1/22/20

58 Lake Drive  
Beverly, NJ 08010- 3301

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

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

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

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

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

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

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

<u>Date</u>	<u>Name of Organization</u>	<u>Amount</u>
3/2/20	Carmelita Orsini	100%

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

Carmelita Orsini

Sworn and Subscribed to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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

**Part I – Contractor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Dont Call Me Francis Band	58 Lake Drive Beverly, NJ 08010

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Dont Call Me Francis Band

Signed: Armelta Orsini

Title: President

Print Name: Armelta Orsini

Date: 3/2/20

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 (Affiant)

My Commission expires:

\_\_\_\_\_  
 (Print name & title of affiant) (Corporate Seal)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Firm Name: Dorit Call Me Francis Band

Name of Agent: Carmelita Orsini

Title: President

Date: 3/2/20



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ADOLEO INC.  
**Trade Name:**  
**Address:** 58 LAKE DR  
BEVERLY, NJ 08010-3301  
**Certificate Number:** 1637336  
**Effective Date:** May 05, 2011  
**Date of Issuance:** February 10, 2020

**For Office Use Only:**  
**20200210140123375**

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

RESOLUTION #2020-100

Title: **A RESOLUTION ACCEPTING THE REDEVELOPMENT STUDY PREPARED BY THE LOWER TOWNSHIP PLANNING BOARD PERTAINING TO A PORTION OF THE CAPE MAY COUNTY AIRPORT (BLOCK 410.01, PART OF LOT 36) AND DESIGNATING SAME TO BE AN "AREA IN NEED OF REDEVELOPMENT" PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1 et seq.**

**WHEREAS**, the County of Cape May is the owner of the Cape May County Airport, Block 410.01, Lot 36, which, among other uses, hosts a multiuse commercial and industrial park; and

**WHEREAS**, the County of Cape May has partnered with the Delaware River and Bay Authority pursuant to an Acquisition Agreement and Ground Lease, under which the DRBA is responsible for the general maintenance and operation of the Airport; and

**WHEREAS**, both the DRBA, as manager, and the County of Cape May, as owner, have committed significant monetary resources to and commenced construction of infrastructure and other improvements to the Airport as a part of a joint and collective effort to invigorate the complex, attract new commercial and industrial activity especially in high-tech aviation and developing industries, and create new jobs for residents of the County of Cape May; and

**WHEREAS**, the Township of Lower, as the "host municipality" of the Airport, is a vital partner with the County and DRBA in the plans for the redevelopment and revitalization of the area; and

**WHEREAS**, the Township of Lower desires to facilitate the redevelopment of areas in need within the Township and more specifically areas within the bounds of the Cape May County Airport; and

**WHEREAS**, pursuant to Resolution 2017-199, which is incorporated herein by reference, the Township previously designated a portion of Block 410.01, Part of Lot 36, identified as the former Everlon Property, as an area in need of redevelopment; and

**WHEREAS**, the Lower Township Council has since adopted Resolution #2019-331 "authorizing and directing" the Lower Township Planning Board to conduct a study on certain real property located within the Township identified as Block 410.01, Parts of Lot 36, and known as and identified as the "Airport Industrial Park," as depicted on the map attached hereto **Exhibit A**, to determine if same qualifies as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law. N.J.S.A. 40A:12A-1, et seq; and

**WHEREAS**, a preliminary report of findings has been reviewed by the Planning Board and a duly noticed public hearing was conducted on February 20, 2020 in compliance with N.J.S.A. 40A:12A -1 et seq, at which time the Lower Township Planning Board received sworn testimony on behalf of the Property Owner, the County of Cape May, and received comments from the public; and

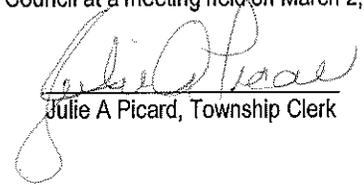
**WHEREAS**, at the conclusion of said public hearing, and consistent with the proofs adduced by the County in connection with this matter, the Lower Township Planning Board determined that the property in question meets the statutory criteria in N.J.S.A. 40A:12A-5(b) and 5(d) to be declared an Area in Need of Redevelopment, as further memorialized by Lower Township Planning Board Resolution 20-14;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the property located within Block 410.01, Par of Lot 36, further identified as the "Airport Industrial Park" and as delineated on the map attached hereto as **Exhibit A**, is hereby determined to be a non-condemnation Redevelopment Area as provided by N.J.S.A. 40A:12A-1 et.seq;

**BE IT FURTHER RESOLVED**, that the Clerk of the Township of Lower is hereby directed and authorized to forthwith transmit a copy of this Resolution to the Commissioner of the Department of Community Affairs for review and all necessary and appropriate action in connection therewith.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.

  
 Julie A Picard, Township Clerk



Proposed Redevelopment Study Area  
Tech Village Redevelopment Area

1 inch = 400 feet



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

RESOLUTION #2020-101

Title: APPROVAL OF CHANGE ORDER #1 TO RESOLUTION #2019-163; FOR PROFESSIONAL SERVICES FOR PRE-QUALIFICATION/BIDDING AND CONSTRUCTION PHASE TO MICHAEL CALAFATI ARCHITECT, LLC FOR THE JUDGE NATHANIEL FOSTER HOUSE

WHEREAS, Michael Calafati Architect, LLC has been approved by Resolution #2019-163 on May 6, 2019 to provide Professional Engineering Services to develop the Historical Design and Construction Plans for the Judge Nathaniel Foster House for \$51,800.00; and

WHEREAS, Michael Calafati Architect, LLC has provided a proposal for engineering services to oversee the Pre-Qualification of Bidders submissions and the Construction Phase for the Judge Nathaniel Foster House for \$16,367.00; the purchase order sign-off will be under the direction of Colleen Crippen, Township Grant Coordinator; and

WHEREAS, the Township Council desires to approve the Change Order #1 and the CFO has certified the availability of funds by her signature in the budget as follows:

Appropriation # 0-15-56-223-048 Neighborhood Revitalization

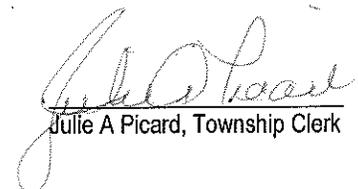
CFO Signature



NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Change Order #1 for \$16,367.00 to Michael Calafati Architect, LLC is hereby approved to increase the contract total to \$68,167.00.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.



Julie A Picard, Township Clerk



Michael Calafati Architect, LLC

510 Bank Street, P.O.Box 2363, Cape May, NJ 08204  
T 609 884 4922 F 609 884 8608 www.calafati.com

*Letter of Amendment*

**The Township of Lower**

*-and-*

**Michael Calafati Architect, LLC (EIN# 61-1660240)**

February 13, 2020

PREFACE

The original and current agreement between the Township of Lower and Michael Calafati Architect dated May 22, 2019 provides services up to and including the Pre-Construction and Design Phases. This Letter of Agreement extends such services to include the Bid and Construction Phases for an additional fee, as previously established (consistent with the previous proposal).

SUMMARY OF PREVIOUS DOCUMENTS REFERRED TO HERE BY REFERENCE

1. Township of Lower's Resolution #2019-163, *Approval of Professional Services*, dated May 6, 2019 consisting of 1 page.
2. *AIA Document B104 – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect*, with attachments dated May 22, 2019 known as the Prime Agreement consisting of 34 pages.

TERMS

1. With this amendment, the scope of the services is extended to include the Bid Phase (\$2,619.00) and Construction Phase (\$13,748.00) as described in the above referenced documents for an increase of \$16,367.00 to the existing fee.
2. Therefore, the new fee shall be \$68,167.00 (\$51,800.00 originally plus \$16,367.00 under this Letter of Amendment).
3. The anticipated project schedule is adjusted as indicated below.
 

Early March	Township holds Pre-Qualification Hearing.
Mid March	Township forwards necessary paperwork to NJ DCA LGS for review and approval
Mid April	NJ DCA Local Government Services approves the submission (one month anticipated).
Mid April	The Pre-Qualification Statement is released to interested prospective bidders.
Mid May	Completed Pre-Qualification Statement are received by the Township (approx. 3 weeks).
Late May	Qualified bidders are identified (extra time may be needed to re-review deficient bidders).
Late May	Release of Bid Documents.
Late June	Township receives Bid Proposals; MCA reviews bids & writes a letter of recommendation.
Early July	Township awards a Contract for Construction at a regular meeting of the Council.
Mid July	Contract for Construction with the lowest bona fide bidder is executed; Work begins.
Late November	Substantial Completion/Punchlisting (assumes 4-1/2 months after construction start).
Late December	Final Completion and Closeout (assumes 1 additional month).
4. Terms not modified herein shall remain constant from the above referenced documents.

TERMS HEREIN ACCEPTED BY:

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Hon. Frank Sippel, Mayor  
Township of Lower  
Date:

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Michael Calafati, AIA, Principal  
Michael Calafati Architect, LLC  
Date: February 13, 2020

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*Letter of Amendment Between*

**The Township of Lower**

*and*

**Michael Calafati Architect, LLC**

*for additional professional services regarding the*

**Judge Nathaniel Foster House**

*1649 Bayshore Road, Villas, Lower Township, Cape May County, NJ*

Part	Description	Number of Pages
1	This Cover Page/Table of Contents.	1
2	Letter of Amendment Between the Township of Lower and Michael Calafati Architect, LLC for additional professional services regarding the Judge Nathaniel Foster House, 1649 Bayshore Road, Villas, Lower Township, Cape May County, NJ	1
3	ACORD Certificate of Insurance for Michael Calafati Architect, LLC issued February 13, 2020	1

Total Pages = 3

February 13, 2020



*Letter of Amendment*

**The Township of Lower**

*-and-*

**Michael Calafati Architect, LLC (EIN# 61-1660240)**

February 13, 2020

PREFACE

The original and current agreement between the Township of Lower and Michael Calafati Architect dated May 22, 2019 provides services up to and including the Pre-Construction and Design Phases. This Letter of Agreement extends such services to include the Bid and Construction Phases for an additional fee, as previously established (consistent with the previous proposal).

SUMMARY OF PREVIOUS DOCUMENTS REFERRED TO HERE BY REFERENCE

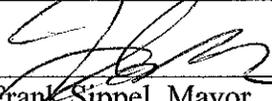
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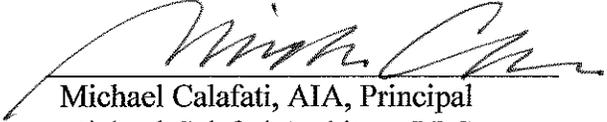
TERMS

- 1. With this amendment, the scope of the services is extended to include the Bid Phase (\$2,619.00) and Construction Phase (\$13,748.00) as described in the above referenced documents for an increase of \$16,367.00 to the existing fee.
- 2. Therefore, the new fee shall be \$68,167.00 (\$51,800.00 originally plus \$16,367.00 under this Letter of Amendment).
- 3. The anticipated project schedule is adjusted as indicated below.
 

Early March	Township holds Pre-Qualification Hearing.
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Late November	Substantial Completion/Punchlisting (assumes 4-1/2 months after construction start).
Late December	Final Completion and Closeout (assumes 1 additional month).
- 4. Terms not modified herein shall remain constant from the above referenced documents.

TERMS HEREIN ACCEPTED BY:

  
 \_\_\_\_\_  
 Hon. Frank Sippel, Mayor  
 Township of Lower  
 Date: 3/2/2020

  
 \_\_\_\_\_  
 Michael Calafati, AIA, Principal  
 Michael Calafati Architect, LLC  
 Date: February 13, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2020

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

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

<b>PRODUCER</b>		CONTACT NAME: certs@fenner-esler.com	
Fenner & Esler Agency, Inc		PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
467 Kinderkamack Road		E-MAIL ADDRESS: SWagner@fenner-esler.com	
P. O. Box 60		<b>INSURER(S) AFFORDING COVERAGE</b>	
Oradell NJ 07649-0060		<b>INSURER A:</b> Continental Casualty Company	NAIC #: 20443
<b>INSURED</b>		<b>INSURER B:</b> Nat'l Fire Ins. Co of Hartford	20478
Michael Calafati Architect, LLC		<b>INSURER C:</b> RLI Insurance Company	13056
P.O. Box 2363		<b>INSURER D:</b>	
Cape May NJ 08204		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 19-20      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	B4031047394	09/30/2019	09/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			B4031047394	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A N/A	WC431047427	09/30/2019	09/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			RDP0033970	09/30/2018	09/30/2020	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Judge Nathaniel Foster House, Villas, Lower Township, NJ  
 Additional Insured - Certificate Holder as respects general liability where required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Township of Lower Attn: Colleen Crippen 2600 Bayshore Road  Villas NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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

RESOLUTION #2020-102

Title: **A RESOLUTION ADOPTING BIDDER PRE-QUALIFICATION REGULATIONS IN CONNECTION WITH IMPROVEMENTS TO THE JUDGE NATHANIEL FOSTER HOUSE LOCATED AT 1649 BAYSHORE ROAD, VILLAS, NEW JERSEY 08251**

**WHEREAS**, pursuant to N.J.S.A. 40A:11-25, the governing body of any contracting unit is permitted to establish reasonable regulations appropriate for controlling the qualifications of prospective bidders upon contracts to be awarded on behalf of the contracting unit; and

**WHEREAS**, N.J.S.A. 40A:11-25 further provides that the governing body may fix the qualifications required according to the financial ability and experience of the bidders and the capital and equipment available to them pertinent to and reasonably related to the class or category of goods or services to be provided or performed in the performance of any such contract, and it may also required each bidder to furnish a statement outlining their qualifications and it may refuse to furnish a bidder with any plans or specifications unless said bidder satisfies the pre-qualification requirements; and

**WHEREAS**, the Township of Lower desires to enact specific pre-qualification requirements, a copy of which are attached hereto as **Exhibit A** and which are incorporated herein by reference, for bidders regarding the contract associated with Improvements to the Judge Nathaniel Foster House located at 1649 Bayshore Road, Villas, New Jersey 08251; and

**WHEREAS**, pursuant to the requirements of N.J.S.A. 40A:11-25, adequate notice of the public hearing on the proposed prequalification regulations and a general description of the subject matter said regulations were advertised in the Press of Atlantic City on February 7 and the Cape May Star and Wave on February 5, 2020; and

**WHEREAS**, the Township of Lower held a public hearing on March 2, 2020 in connection with the proposed prequalification regulations at which the members of the general public and prospective bidders were afforded the opportunity comment on the proposed prequalification regulations; and

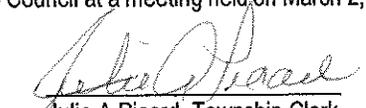
**WHEREAS**, the Township of Lower desires to adopt the proposed bidder prequalification regulations, a copy of which is attached hereto as **Exhibit A**, for the contract associated with Improvements to the Judge Nathaniel Foster House located at 1649 Bayshore Road, Villas, New Jersey 08251.

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

1. In accordance with the provisions of N.J.S.A. 40A:11-25, the Township of Lower hereby adopts the bidder prequalification regulations attached hereto as **Exhibit A** for bidders on the contract for Improvements to the Judge Nathaniel Foster House located at 1649 Bayshore Road, Villas, New Jersey 08251.
2. The Township Clerk is hereby authorized and directed to provide a true and certified copy of this Resolution, the adopted bidder prequalification regulations, copies of the two (2) newspaper legal advertisements, a true and sealed copy of the March 2, 2020 public hearing transcript, and a copy of a completed, certified, and sealed Standard Certification Form to the Director of the Division of Local Government Services for approval pursuant to N.J.S.A. 40A:11-25.
3. The Mayor, Township Clerk, Township Manager, and Township Solicitor, together with any other appropriate employees and/or professionals are hereby authorized and directed to take any and all necessary steps to effectuate the purpose and intent of this Resolution.
4. This Resolution shall take effect immediately.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.

  
 Julie A Picard, Township Clerk

# REQUEST FOR BIDDER QUALIFICATIONS

## Improvements to the Judge Nathaniel Foster House

1649 Bayshore Road, Villas, New Jersey 08251

Pursuant to N.J.S.A. 40A:11-25, "Prequalification of Bidders," the Township of Lower is seeking qualifications from prospective contractors specializing in preservation and restoration construction work. The project's scope of work entails selective demolition (including removal of non-original asbestos siding and roof shingles), masonry restoration, heavy timber framing repairs, exterior finished carpentry repairs, clapboard siding repairs, new cedar shingle roof, repairs and restoration of original and early exterior doors and wood windows, new wood shutters, exterior painting (including preparation and Lead-Safe Practices), upgrading of existing 2nd floor bathroom, new electrical panel box, interior circuit replacement and the installation of an underground electrical service entry.

All proposed work shall meet the minimum requirements of *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (rev. 2017). In addition to direct support from the Township, this project has received grant funding from the New Jersey Historic Trust and the Cape May County Open Space Program. The project is estimated to have an aggregate construction cost of approximately \$350,000.00.

A Bidder's Qualifications Statement is available from the Township Purchasing Department during regular business hours (Monday through Friday, from 8:30 a.m. to 4:30 p.m. excluding holidays) or from Michael Calafati Architect, LLC. Requests for a Bidder's Qualifications Statement from the Owner must be made in writing via email only to [mvitelli@townshipoflower.org](mailto:mvitelli@townshipoflower.org) (please provide return email address – no telephone calls). All questions must be made to the Architect in writing via email.

### OWNER'S REPRESENTATIVE

Margaret Vitelli, QPA  
Township of Lower Municipal Building  
2600 Bayshore Road, Villas, NJ 08251  
Email: [mvitelli@townshipoflower.org](mailto:mvitelli@townshipoflower.org)

### ARCHITECT

Michael Calafati Architect, LLC  
PO Box 2363, Cape May, NJ 08204  
Attention: Michael Calafati, AIA  
Email: [michael@calafati.com](mailto:michael@calafati.com)

**Contractors must submit a completed Bidder's Qualification Statement in duplicate (original and one complete unbound photocopy) to the attention of the Township Purchasing Department on or before xx00 a./p.m. on Day, Month, Day, 2020. Faxed submissions will not be accepted.**

It is the Township's intention to release Bid Documents to qualified bidders shortly thereafter. Bid Documents are not available for review at this time.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq.

**BIDDER'S QUESTIONNAIRE PACKAGE**

**FOR**

**IMPROVEMENTS TO THE JUDGE NATHANIEL FOSTER HOUSE**

**TOWNSHIP OF LOWER, OWNER**

This Package Contains:

1. Project Fact Sheet (pages 2 and 3 of 7).
2. Pre-qualifications Regulations (pages 4 and 5 of 7).
3. Project Location Map (page 7 of 7).
4. Bidder's Qualifications Statement (7 pages appearing separately).

Important: Only the completed Bidder's Qualifications Statement (item 4 above) plus optional supplemental information, if any, should be submitted. Items 1, 2 and 3 above are for the information of prospective bidders and need not be returned.

If you have any questions regarding this project, contact Michael Calafati (via email to [michael@calafati.com](mailto:michael@calafati.com)). Only written questions will receive responses. No Telephone Calls Please.

**PROJECT FACT SHEET**

**FOR**

**IMPROVEMENTS TO THE JUDGE NATHANIEL FOSTER HOUSE**

**TOWNSHIP OF LOWER, OWNER**

PROJECT: IMPROVEMENTS TO THE  
JUDGE NATHANIEL FOSTER HOUSE

LOCATION: 1649 BAYSHORE ROAD  
VILLAS, NEW JERSEY 08251

OWNER & CLIENT: TOWNSHIP OF LOWER  
Municipal Building  
2600 Bayshore Road  
Villas, NJ 08251

OWNER/PROJECT  
REPRESENTATIVE: Margaret Vitelli, QPA  
Township of Lower Municipal Building  
2600 Bayshore Road, Villas, NJ 08251  
Tel 609-886-2005 x123  
Email mvitelli@townshipoflower.org

ARCHITECT: Michael Calafati Architect, LLC  
PO Box 2363  
Cape May, NJ 08204  
Michael Calafati, AIA, Principal-in-Charge  
Tel 609-884-4922  
Email michael@calafati.com

PROJECT FUNDING: The Township of Lower  
The Cape May County Open Space Program  
The New Jersey Historic Trust

**BACKGROUND INFORMATION:**

The Judge Nathaniel Foster House, erected about 1727, is significant as an example of a well-preserved early heavy timber frame house and later remodeled (c. 1826) in the Federal style. The Foster House's many early characteristics included face-nailed interior flush board walls, face-nailed rabbeted siding, exposed framing members (corner posts, joists overhead, and girts), flared corner posts, and an oak frame made mostly of hewn timbers. The remodeling in the Federal period retained many early period features and introduced many newer ones - including joists that were still exposed but were wrapped with beaded-edge boards, plaster walls and plaster ceilings, and smaller but still functional heating and cooking fireplaces—all commonly

found in Cape May County during the third construction period. The Foster House is also notable for its atypical floor plan consisting of a commodious side hall and parlor with a rear kitchen ell. This plan is seen in only two of the county's 35 known earliest buildings.

**PROJECT OBJECTIVE:**

The work to be covered under this project would execute needed improvements for a stabilized building with a restored exterior. It would begin the recommendations contained in the Conditions Assessment Report prepared in 2014. As this building is listed on the New Jersey State and National Registers of Historic Places, improvements would be minimally invasive to surviving historic building fabric and be reversible where necessary.

**SCOPE OF WORK:**

Work is to be carried out to respect and conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties (Revised 2017). The project will include:

1. General conditions, facilities, temporary controls at all structures (typical aspects for a project of this type subject to public bidding to a pool of qualified bidders).
2. Workmanlike removal of selected deteriorated building fabric (removal of unnecessary items, removal of non-original asbestos siding and roof shingles).
3. Salvaging and tagging of surviving building fabric for re-use in this and future phases.
4. All necessary shoring of existing framing and temporary supports to complete the project.
5. Site Work shall include landscaping (to maintain and control vegetation near the building).
6. Masonry restoration shall include repointing (rake and repoint all brick) and the reconstruction of chimneystacks above the roofline and new brick piers at summer beam beneath main block of house.
7. New Shoring Posts at mid-span in basement.
8. Conservation of the parlor's iron fireback.
9. Heavy timber framing repairs to corner posts repairs, sills and roof rafter heels.
10. Exterior finished carpentry repairs overhanging eaves, door and window surrounds.
11. New gutters and downspouts in lead coated copper).
12. Clapboard Siding (repair and patch clapboard siding).
13. New Roofing (new cedar shingle roof).
14. Restoration/repair of original and early exterior doors and windows and replication of wood shutters.
15. Exterior Painting, including preparation and Lead-Safe Practices.
16. Upgrading of existing 2nd floor bathroom.
17. New electrical panel box and interior circuit replacement and installation of underground incoming electric service.

**BIDDER'S QUESTIONNAIRE PACKAGE**

**FOR**

**IMPROVEMENTS TO THE JUDGE NATHANIEL FOSTER HOUSE**

**TOWNSHIP OF LOWER, OWNER**

STATEMENT OF GENERAL NOTICE:

The Judge Nathaniel Foster House is located at 1649 Bayshore Road, Villas, New Jersey 08251 and is owned by the Township of Lower. The goal of this project is to address all exterior building envelope needs as well as major structural repairs. All work must be carried out to respect and conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties (Revised 2017) and is subject to review by the New Jersey Historic Trust and Cape May County Open Space program.

Summarized according to the 50 Divisions of the Construction Specifications Institute's (CSI) MasterFormat, the principal historic preservation activities required for this project include:

01 – General Conditions	▪ General conditions, facilities, temporary controls at all structures (typical aspects for a project of this type subject to public bidding to a pool of qualified bidders).
02 - Site Work	▪ Landscaping (to maintain and control vegetation near the building)
	▪ Selective Demolition (workmanlike removal of unnecessary items, removal of non-original asbestos siding and roof shingles).
04 - Masonry Restoration	▪ Repointing (rake and repoint all brick)
	▪ Reconstruction/New Construction (rebuilding of chimneystacks above the roofline and new brick piers at summer beam beneath main block of house).
05 - Metals	▪ New Shoring Posts at mid-span in basement.
	▪ Conserve fireback at Parlor.
06 - Carpentry	▪ Heavy Timber Framing (assumes corner posts repairs (50%), replacement of heavy timber sills (25%), and roof rafter heels at (40%).
	▪ Exterior Finished Carpentry (repair overhanging eaves, door and window surrounds).
07 - Thermal & Moisture Protection	▪ Gutters and Downspouts (new gutters and downspouts in lead coated copper).
	▪ Clapboard Siding (repair and patch clapboard siding).
	▪ New Roofing (new cedar shingle roof).
08 – Doors & Windows	▪ Original/Early Exterior Doors (repair 4 doors plus basement areaway entrance).
	▪ Wood Windows (restoration of original/early units).
	▪ Storm Windows (general cleaning, re-lubrication and installation of existing storms).

	▪ Wood Shutters (replicate from photographic evidence).
09 - Finishes	▪ Exterior Painting (including prep and Lead-Safe Practices and one prime coat and two finish coats).
22 - Plumbing	▪ Restroom (upgrade existing 2nd floor bathroom).
26 - Electrical	▪ Panel Box and Interior Circuit Replacement.
33 - Utilities	▪ Install Underground Utilities (incoming electrical and telephone/cable only).

The complete scope of work consists of a single contract for the General Conditions and will be carried out in accordance with the Contract Documents (drawings and specifications).

The architect for this project is Michael Calafati Architect, LLC, PO Box 2363, Cape May, NJ 08204 (Tel 609-884-4922, Email michael@calafati.com). The owner's representative is Margaret Vitelli, QPA, Township of Lower, 2600 Bayshore Road, Villas, NJ 08251 (Tel 609-886-2005 x123, Email mvitelli@townshipoflower.org). A Project Fact Sheet describing the project and scope of work is included. All prospective bidders are strongly encouraged to visit the project site. Kindly arrange such visits in advance with Ms. Vitelli at 609-886-2005 x123.

All prospective bidders must submit a completed Qualifications Statement as set forth herein. Completed Bidder's Qualifications Statements must be submitted in duplicate to the attention of Margaret Vitelli, QPA, 2600 Bayshore Road, Villas, NJ 08251 no later than [REDACTED] pm on Wednesday, Month, Day, 2020 (one original copy and one complete photocopy). Failure to fully complete the Bidder's Qualifications Statement will result in disqualification of the prospective bidder.

The Township of Lower, the Cape May County Open Space Program and the New Jersey Historic Trust (as the funding entities) and the Project Architect will evaluate the qualifications of prospective bidders. Prospective bidders will be notified of their qualification's status in writing.

The Township of Lower will issue bid proposal forms, plans and specifications only to Qualified Bidders. Only bid proposals received from previously Qualified Bidders will be opened. The successful Prequalified Bidder must identify and provide the qualifications of all subcontractors who would be used in the project with their bid proposals. The Township of Lower, the Cape May County Open Space Program, the New Jersey Historic Trust and the Project Architect will review and approve the qualifications of all subcontractors proposed for use in the project. In addition, the successful Prequalified Bidders must submit evidence of performance surety for themselves as well as all subcontractors.

Substitute subcontractors may be hired by the successful Bidder during the project to perform work, subject, however, to the prior approval of the Township of Lower, the Cape May County Open Space Program, the New Jersey Historic Trust and the Project Architect. Moreover, additional subcontractors may be hired by the successful Bidder during the project to perform work that was not contemplated at the onset of the project and could not be performed by the authorized subcontractors. Similarly, such additional subcontractors would be subject to the prior approval by the Township of Lower, the Cape May County Open Space Program, the New Jersey Historic Trust and the Project Architect

**STATEMENT OF BIDDER QUESTIONNAIRE/CRITERIA**  
**FOR EVALUATING BIDDERS**

The following six (6) criteria will be used for evaluating the qualifications of potential Bidders. The evaluation will be based on information in the Qualifications Statement provided by prospective Bidders as well as information supplied by the Bidders' references.

1. The prospective Bidder, acting as General Contractor, will be required to demonstrate verifiable, successful experience in Project Supervision and Administration of Historic Preservation Projects including selective demolition, masonry restoration, rough and finished carpentry repairs (including finished carpentry restoration), door and window restoration, wood shingle roof installation, and finish work. This experience shall include two (2) projects involving separate historic buildings or sites and of similar activities and scope of work as the subject project completed in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (revised 2017) within the past five (5) years preceding the date of the execution of this pre-qualifications form. The aggregate construction cost of each previous project must have been a minimum project cost of \$175,000. At least one (1) of the projects must have been reviewed by a State Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority.
2. The prospective Bidder's proposed project supervisor will be required to demonstrate verifiable, successful experience in Project Supervision and Administration of Historic Preservation Projects including selective demolition, masonry restoration, rough and finished carpentry repairs (including finished carpentry restoration), door and window restoration, wood shingle roof installation, and finish work. This experience shall include two (2) projects involving separate historic buildings or sites and of similar activities and scope of work as the subject project completed in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (revised 2017) within the past five (5) years preceding the date of the execution of this pre-qualifications form. The aggregate construction cost of each previous project must have been a minimum project cost of \$175,000. At least one (1) of the projects must have been reviewed by a State Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority.
3. The prospective Bidder must provide a list of the names, titles and years of experience of all principal members of the prospective bidder's staff who will be available and assigned to this particular project.
4. The prospective Bidder's firm or any predecessor firm must not have wrongfully defaulted on a contract or had work terminated for non-performance within the past five (5) years.
5. The prospective Bidder's firm or any predecessor firm must not have been denied a consent of surety, a bid guarantee, or a performance bond within the past twelve (12) months, based on the bidder's inability to meet the surety's reasonable underwriting standards.
6. The Bidder must demonstrate adequate performance on all projects currently underway in terms of Clients' satisfaction with quality of workmanship, appropriateness of staffing (with respect to the number of staff on the project and competency) and timely progress.

**BIDDER'S QUESTIONNAIRE PACKAGE**

**FOR**

**IMPROVEMENTS TO THE JUDGE NATHANIEL FOSTER HOUSE**

1649 Bayshore Road, Villas, New Jersey 08251

**TOWNSHIP OF LOWER, OWNER**

**Project Location Map/ North Top of Page**



Image accessed on 01/30/20 from:  
<https://www.google.com/maps/place/1649+Bayshore+Rd,+Villas,+NJ+08251/@39.0204029,-74.9527795,14z/data=!4m5!3m4!1s0x89c0aaecfddfe177:0x83c9e1f986106d5c!8m2!3d39.0204029!4d-74.93527>

**COMPLETE AND RETURN THIS 7-PAGE FORM**

**BIDDER'S QUALIFICATIONS STATEMENT  
IMPROVEMENTS TO THE JUDGE NATHANIEL FOSTER HOUSE  
1649 BAYSHORE ROAD, VILLAS, NEW JERSEY 08251**

This form must be completed and submitted by prospective Bidders who wish to be considered for this work. Failure to complete the Bidder's Qualifications Statement shall result in disqualification of the prospective Bidder. Except where required below to complete this submission, attachments to this form will not be considered.

**Do not write *See Attached* in lieu of completing this form. Do not leave entries blank. This 7-page form must be completed in full. Not completing this form in full shall be grounds for rejection.**

1. Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_

a. Under what other name (s) has your business operated? \_\_\_\_\_  
\_\_\_\_\_

b. Business form (corporation, partnership, etc.) \_\_\_\_\_

Date of formation: \_\_\_\_\_

Principal location: \_\_\_\_\_  
\_\_\_\_\_

Names of Officers of Corporation, or Partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Provide a list of the names, titles and years of experience of all principal members of the prospective bidder's staff who will be available and assigned to this particular project. Properly label and identify the attachment covering this item.

3. Has your firm or any predecessor firm defaulted on a contract or had work terminated for non-performance within the last five (5) years? If so, on a separate sheet describe the project, owner, date and circumstances/reasons.

4. Has your firm or any predecessor firm been denied a consent of surety, a bid guarantee, or a performance bond within the past twelve (12) months? If so, on a separate sheet describe the circumstances/ reasons.

5. GENERAL CONTRACTOR:

Provide evidence of successful experience on two (2) projects involving separate historic buildings or sites and of similar activities and scope as the subject work completed in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (revised 2017) within the past five (5) years preceding the date of the execution of this pre-qualification form. At least one of these projects must have been reviewed by a State Historic Preservation Office, the New Jersey Historic Trust or the historic review body of a county or municipal authority. Each project must have an aggregate construction cost of at least \$175,000.

**Project #1**

Project Name: \_\_\_\_\_

Approximate Construction Date of Historic Building (Structure or Site): \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

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

Project Supervisor: \_\_\_\_\_

Scope of Work and Nature of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Historic Review Agency: \_\_\_\_\_

**Project #2**

Project Name: \_\_\_\_\_

Approximate Construction Date of Historic Building (Structure or Site): \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

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

Project Supervisor: \_\_\_\_\_

Scope of Work and Nature of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Historic Review Agency: \_\_\_\_\_

6. PROPOSED PROJECT SUPERVISOR:

Provide evidence of successful experience on two (2) projects involving separate historic buildings or sites and of similar activities and scope as the subject work completed in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (revised 2017) within the past five (5) years preceding the date of the execution of this pre-qualification form. At least one of these projects must have been reviewed by a State Historic Preservation Office, the New Jersey Historic Trust or the historic review body of a county or municipal authority. Each project must have an aggregate construction cost of at least \$175,000.

Name and Address of Project Supervisor who worked on the following two projects that meet the above requirements (list only one individual):

---

---

Years of Experience: \_\_\_\_\_

With Whom (Company Name): \_\_\_\_\_

**Project #1**

Project Name: \_\_\_\_\_

Approximate Construction Date of Historic Building (Structure or Site): \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

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

Scope of Work and Nature of Project: \_\_\_\_\_

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Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Historic Review Agency: \_\_\_\_\_

**Project #2**

Project Name: \_\_\_\_\_

Approximate Construction Date of Historic Building (Structure or Site): \_\_\_\_\_

Location: \_\_\_\_\_

Construction Cost: \_\_\_\_\_

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

Scope of Work and Nature of Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Historic Review Agency: \_\_\_\_\_

7. GENERAL CONTRACTOR:

Provide the following information on all current projects in progress.

**Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Project Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*Attach additional pages if necessary to indicate current projects using the same format as above.*

**CERTIFICATION**

I (We) the undersigned certify the truth and correctness of all statements and answers contained herein.

DATE: \_\_\_\_\_

NAME OF POTENTIAL  
BIDDER: \_\_\_\_\_

ADDRESS OF POTENTIAL  
BIDDER: \_\_\_\_\_

TELEPHONE OF  
POTENTIAL BIDDER: \_\_\_\_\_

EMAIL ADDRESS OF  
POTENTIAL BIDDER: \_\_\_\_\_

BY (sign name, no stamp): \_\_\_\_\_

(Print/type name and title) \_\_\_\_\_

WITNESSED: (If a Corporation, by the secretary of the corporation)

BY (sign name, no stamp): \_\_\_\_\_

(Print/type name and title) \_\_\_\_\_

Subscribed and sworn to before me  
this        day of        2020

Notary Public of the State of

My commission expires

(Seal) \_\_\_\_\_

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

RESOLUTION # 2020-103

Title: APPROVAL OF CHANGE ORDER #1 TO CHARLES MARANDINO LLC FOR THE SCHELLENGERS LANDING SAFETY IMPROVEMENTS AND IDENTIFICATION PROGRAM FOR ADDITIONAL CONCRETE

WHEREAS, Charles Marandino LLC was awarded on January 6, 2020 by Resolution #2020-52 the Schellengers Landing Safety Improvements and Identification Program; and

WHEREAS, Charles Marandino LLC has provide a proposal of \$9,486.00 to add additional concrete steps, wing walls and concrete apron; and

WHEREAS, the Township Council desires to approve the Change Order #1 and the CFO has certified the availability of funds by her signature in the budget as follows:

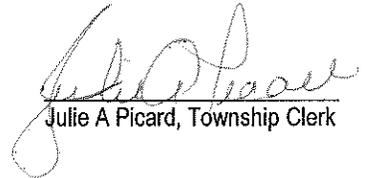
Appropriation Ord #19-06 C-04-55-427-000

CFO Signature 

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Change Order #1 for \$9,486.00 to Charles Marandino LLC is hereby approved to increase the contract total to \$1,250,211.00.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.

  
Julie A Picard, Township Clerk



ENGINEERING DESIGN ASSOCIATES, P.A.

ENGINEERS ENVIRONMENTAL PLANNERS LANDSCAPE ARCHITECTS

February 28, 2020

*Via Email*

Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251  
ATTN: Julie Picard, Township Clerk

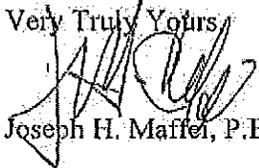
**RE: Schellenger Landing Safety Improvement & Identification Program  
Lower Township, Cape May County, NJ  
EDA #8326**

Dear Julie:

Enclosed please find Change Order #1 in the amount of \$9,486.00 (+0.76%). The Change Order included concrete steps and a concrete driveway to address field adjustments needed to accommodate grade changes at Mr. Gerard Owens residential property, 1131 Route 109 (adjacent to Utsch's Marina).

If anyone has any questions, or concerns, please do not hesitate to contact our office.

Very Truly Yours,

  
Joseph H. Maffei, P.E., P.P., C.M.E.

JHM/jm  
Enclosure

cc: Jim Ridgway, Township Manger  
Bill Galestok, Director of Planning

**CHARLES MARANDINO, LLC**  
**CONCRETE CONTRACTOR**

PO Box 20  
Milmay, NJ 08340  
Phone: 856.691.9963  
Fax: 856.691.5195  
Cell: 856.982.6433

**PROPOSAL**

**DATE:** February 20, 2020

**TO:** EDA

**RE:** Schellengers Landing Improvements  
Lower Township, Cape May County

**ATTN:** Joe Maffei

ITEM	DESCRIPTION	UNIT PRICE	QTY	TOTAL COST
X-2	100 SF 6" Reinforced Drive	\$9,486.00	1 each	\$ 9,486.00
	Steps to include 2 Risers 7" x 6.5' length			\$ -
	2 Cheek Walls, 6" Wide x 2' Return			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

PROPOSAL TOTAL \$ 9,486.00

**NOTE:** Prices quoted this date may be subject to change (higher/lower) depending on Project Start Date

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

RESOLUTION #2020-104

Title: APPROVAL FOR BUS STOP TO BE LOCATED ON HORNET ROAD

BE IT RESOLVED by the Mayor and Council of the Township of Lower, County of Cape May, and State of New Jersey.

That pursuant to N.J.S.A. 39:4-8(e) the following described location is designated as a bus stop:

ADDED BUS STOP:

County Road

1. Along Hornet Road, northbound, on the easterly side thereof at:

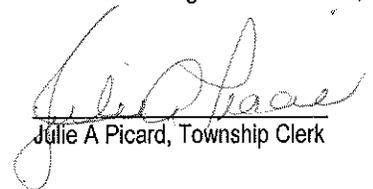
Ranger Road – near side

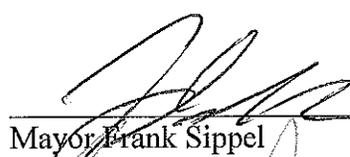
Beginning at the southerly curb line of Ranger Road and extending 105 feet southerly therefrom.

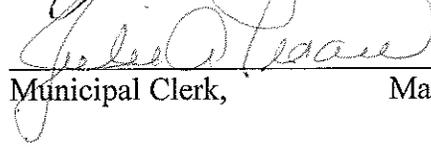
BE IT FURTHER RESOLVED That the Mayor and Council of the Township of Lower will enforce the needed traffic regulations governing the aforementioned bus stop location and provide the necessary police security to ensure the safety of the traveling public.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD	X		X				
COOMBS			X				
ROY			X				
PERRY		X	X				
SIPPEL			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 March 2, 2020.

  
Julie A. Picard, Township Clerk

  
Mayor Frank Sippel March 2, 2020

  
Municipal Clerk, March 2, 2020

(Chairman, Cape May County Board of Freeholders)

(County Clerk, Cape May County) (Date)