

## Signed Resolutions - May 18, 2015

- Res. #2015-148 Payment of Vouchers \$295,275.04  
Res. #2015-149 Rejection of Bid #2015-08; Pool Concession (mandatory items not submitted)  
Res. #2015-150 Rejection of Bid for ADA Upgrades & Playground Improvements at the Recreation Center(all bids exceed budget)
- Res. #2015-151 Authorizing Payment for 2015 Regional School Taxes (July thru Dec,2015 \$6,354,102.)  
Res. #2015-152 Authorizing Payment to Lower Township Board of Education (July thru Dec,2015 \$8,158,643.)  
Res. #2015-153 Cops in Shops Summer Shore Initiative (grant application)  
Res. #2015-154 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (Community Wildfire Protection Plan Grant \$5,000)
- Res. #2015-155 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 (2013 Hurricane Sandy Coastal Resiliency Grant \$250,000)  
Res. #2015-156 Insertion of Special Item of Revenue Pursuant to N.J.S.A.40A:4-87, Chapter 159 Ducks Unlimited Grant \$1,000)
- Res. #2015-157 Approval to Media Five Entertainment Ltd for Five (5) Concert Series to be held at the Delaware River Bay Authority Ferry Terminal (\$8,500.)
- Res. #2015-158 Authorization for Refund of Taxes (8 properties \$3,040.80)  
Res. #2015-159 Authorization for the Payout of Accumulated Compensatory Time (E.Coombs \$7,802.50)  
Res. #2015-160 Grant Agreement between the Township of Lower and the State of New Jersey By and For the Department of Environmental Protection (2013 Hurricane Sandy Resiliency Grant – same Resolution/3<sup>rd</sup> time approved by Council – must be approved within 60 days of grant award)
- Res. #2015-161 Reappointment of Julie Picard as Municipal Clerk  
Res. #2015-162 Resolution Accepting Bids & Awarding the contract to Supply Asphalt for 24 Months (Seashore Asphalt Company)
- Res. #2015-163 Resolution Approving A Professional Service Contract with Hatch Mott MacDonald for Environmental Services for Whittier Avenue and Rosehill Parkway Beach Access Paths (\$1,750.)
- Res. #2015-164 Resolution Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12. - PREPERATION FOR COLLECTIVE BARGAINING



May 13, 2015  
12:58 PM

Lower Township  
Bill List By Vendor Id

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00820 COMCAST DPW	15-01099	05/04/15	COMCAST DPW MONTH OF APRIL 15	Open	57.49	0.00		
00825 COMCAST*	15-01162	05/11/15	MONTHLY INTERNET SERVICE APRIL	Open	596.31	0.00		
00991 COLONIAL ELECTRIC SUPPLY*	15-00922	04/23/15	ELETRIC SWITCHES- EMERGENCY	Open	278.82	0.00		
01106 DOROTHY CRAWFORD	15-01169	05/12/15	CONTRACTUAL REIMBURSEMENT-M	Open	802.80	0.00		
01171 VERIZON WIRELESS - TOWNHALL	15-01116	05/06/15	SERVICE 4/24/15-5/23/15	Open	431.46	0.00		
	15-01138	05/07/15	IPHONE BILL 4/29/15-5/28/15	Open	751.28	0.00		
					1,182.74			
01220 DRAEGER SAFETY DIAGNOSTICS*	15-00779	04/01/15	ALCHOTEST MOUTH PIECES	Open	71.50	0.00		
01241 BRIAN MCEWING	14-01080	04/25/14	2014 EQUIP. ALLOWANCE	Open	12.51	0.00		
	15-01029	04/28/15	2015 EQUIP. ALLOWANCE	Open	150.00	0.00		
					162.51			
01310 JLP INTL INC*	15-00789	04/01/15	MAINTENANCE OF EQUIPMENT	Open	208.00	0.00		
	15-00896	04/16/15	PARTS FOR FITNESS ROOM	Open	434.00	0.00		
					642.00			
01319 EDWARD EDWARDS	15-01017	04/28/15	2015 EQUIP. ALLOWANCE	Open	140.00	0.00		B
01499 JOSEPH FAZZIO, INC*	15-00917	04/23/15	STEEL FOR TRASH TRUCK	Open	538.09	0.00		
01502 PAMELA FELDER	15-00373	02/05/15	CONTRACT REIMBURSEMENT 2015	Open	113.58	0.00		B
01519 TOM FOLS ELECTRICALCONTRACTOR*	15-01183	05/13/15	INSTALL BREAKERS / GARAGE	Open	475.00	0.00		
	15-01184	05/13/15	SUPPY AND INSTALL POND PUMP	Open	450.00	0.00		
					925.00			
01577 MIKE FLINN**	15-01112	05/05/15	JUDO PAYMENT SPRING SESSION	Open	560.00	0.00		
01590 FORD, SCOTT & ASSOCIATES*	15-00273	01/27/15	RES 2015-08 DNE \$40,000	Open	10,000.00	0.00		
01643 WILLIAM GALESTOK	15-01085	04/29/15	REIMBURSEMENT	Open	64.05	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01690 GRANTURK EQUIPMENT CO*	15-00481	02/23/15	PARTS FOR RECY/MARCH	Open	1,010.58	0.00		
01697 GLOBAL INDUSTRIES INC*	15-00740	03/27/15	GLOBAL CHAIRS FOR TOWNHALL/PD	Open	8,857.90	0.00		
01781 HATCH MOTT MACDONALD, LLC*	15-00875	04/14/15	CONFLICE ENGINEER	Open	130.00	0.00		
01806 ANTHONY J HARVATT, II, ESQ	15-00934	04/24/15	BOARD SOLICITOR SALARY	Open	625.00	0.00		
	15-01143	05/11/15	MOREY AND ANDERON RESOLUTION	Open	300.00	0.00		
					925.00			
01898 HERITAGE BUSINESS SYSTEMS, INC*	15-00926	04/23/15	COPIER QUARTERLY SERVICE	Open	77.76	0.00		
02025 HUNTER JERSEY PETERBILT*	15-00956	04/27/15	PARTS FOR TRUCKS	Open	1,725.89	0.00		
02108 KEEN COMPRESSED GAS CO*	15-00480	02/23/15	BOTTLED GAS/DPW/MARCH	Open	106.75	0.00		
02585 WILLIAM MASTRIANA	15-01088	05/01/15	TRAINING MEALS	Open	11.09	0.00		
03065 NJ MUNICIPAL COURT LAW REVIEW*	15-00911	04/21/15	2015 COURT LAW REVIEW RENEWAL	Open	20.00	0.00		
03109 TRU-GREEN CHEMLAWN	15-00684	03/19/15	2015 FERT/SLICE INV 30278806	Open	4,085.00	0.00		B
03305 PEDRONI FUEL*	15-01139	05/07/15	NO LEAD GAS	Open	195.87	0.00		
03321 PATRICK MARTIN, ESQ	15-00948	04/27/15	SUBSTITUE PROSECUTOR	Open	400.00	0.00		
03387 POGUE INC. *	15-00788	04/01/15	DRUG TESTING	Open	150.00	0.00		
03495 ELIZABETH BYRNE	15-01167	05/12/15	CONTRACTUAL REIMBURSEMENTV	Open	310.00	0.00		
03518 RIGGINS, INC.*	15-01105	05/05/15	OFF HIGHWAY DIESEL	Open	990.36	0.00		
03537 RUTGERS, THE STATE UNIVERSITY*	15-00914	04/21/15	MUNICIPAL BUDGET PROCESS-30HRS	Open	931.00	0.00		
03611 SERVICE TIRE TRUCK CENTERS*	15-00800	04/06/15	TIRES/DPW	Open	1,859.07	0.00		

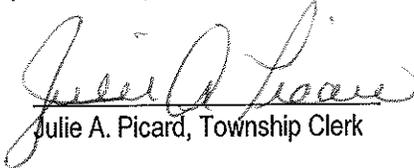
Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
03683	SNAP-ON TOOLS*							
	15-00512	02/26/15	UPGRADE TO EMISSION TESTER	Open	425.33	0.00		
	15-00620	03/12/15	ENGINE SMOKE EVAPORATOR	Open	1,825.50	0.00		
					<u>2,250.83</u>			
03692	SOUTH JERSEY GAS CO*							
	15-00946	04/27/15	APRIL 2015 GAS BILL	Open	2,862.86	0.00		
03723	STAPLES, INC.*							
	15-01095	05/01/15	QUICKEN 2015	Open	59.99	0.00		
03764	TCTANJ							
	15-00895	04/16/15	2015 SPRING CONFERENCE-CFO	Open	300.00	0.00		
03810	MUNICIPAL UTIL AUTH USAGE COST							
	15-01163	05/11/15	WATER SERVICE 1/15/15-4/15/15	Open	1,065.57	0.00		
03904	LOWE'S HOME CENTER INC*							
	15-00747	03/30/15	SUPPLIES FOR DPW	Open	196.26	0.00		
03920	RAYMOND GARRISON							
	15-01058	04/29/15	CONTRACTUAL REIMBURSEMENT-V	Open	230.00	0.00		
03935	STAPLES BUSINESS ADVANTAGE*							
	15-00925	04/23/15	SUPPLIES FOR TOWNHALL	Open	155.49	0.00		
	15-01115	05/05/15	OFFICE SUPPLIES	Open	144.79	0.00		
					<u>300.28</u>			
03969	VERIZON							
	15-01161	05/11/15	ANALOG BILL FOR APRIL	Open	125.81	0.00		
03971	VERIZON WIRELESS MDT POLICE							
	15-01113	05/05/15	MARCH 21-APRIL 20 INTERNET PD	Open	691.37	0.00		
03985	VILLAS NAPA AUTO PARTS							
	15-00799	04/06/15	SUPPLIES/DPW	Open	3,170.41	0.00		
03992	VAL-U AUTO PARTS LLC*							
	15-00801	04/06/15	PARTS FOR POLICE VEHICLES	Open	3,769.57	0.00		
04075	BARBER CONSULTING SERVICES LLC							
	15-00784	04/01/15	INSTALLATION OF NEW SERVER	Open	1,120.00	0.00		
04089	WIZARD'S FESTIVAL OF FUN, INC*							
	15-00961	04/27/15	COAST GUARD COMMUNITY DAY	Open	2,000.00	0.00		
04122	JIM CONROY							
	15-01172	05/12/15	LACROSSE OFFICIAL	Open	60.00	0.00		
04266	NJ DEPT OF HEALTH&SENIOR SVCS							
	15-01089	05/01/15	STATE DOG LICENSE FEE-APRIL 15	Open	139.20	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>04300 W.B. MASON CO INC*</b>								
	15-00722	03/26/15	ENVELOPES	Open	290.00	0.00		
	15-00903	04/17/15	SUPPLIES FOR FIRE	Open	138.97	0.00		
					<u>428.97</u>			
<b>04301 SEASHORE ASPHALT CORPORATION*</b>								
	15-00037	01/06/15	ASPHALT/PATCH/RDS/JAN	Open	1,176.25	0.00		
<b>04502 TODD LALIBERTE</b>								
	15-01159	05/11/15	LACROSSE OFFICIAL	Open	120.00	0.00		
	15-01171	05/12/15	LACROSSE OFFICIAL	Open	120.00	0.00		
					<u>240.00</u>			
<b>06019 AFFORDABLE FIRE PROTECTION INC</b>								
	15-01003	04/28/15	AFFORDABLE FIRE PROTECTION	Open	4,075.00	0.00		
<b>06036 ALBERT D LANG</b>								
	15-01152	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	437.75	0.00		
<b>4104 DOUGLASS LANDSCAPING LLC*</b>								
	15-00622	03/12/15	2015 LANDSCAPING SERV \$45800.	Open	4,580.00	0.00		B
<b>5016 BROOKAIRE COMPANY</b>								
	15-00728	03/26/15	FILTERS FOR TOWNSHIP HVAC	Open	3,242.05	0.00		
<b>5032 NORTH WILDWOOD \$ CREST SHIRT*</b>								
	15-00822	04/07/15	PRIZE SHIRTS FOR EGG HUNT	Open	96.00	0.00		
	15-00902	04/17/15	HOLLOWAY UNIV. BLUE/BLACK PRIN	Open	125.00	0.00		
					<u>221.00</u>			
<b>6061 AMERIHEALTH ADMINISTRATORS</b>								
	15-00966	04/28/15	4/27/15 HEALTH & RX	Open	51,264.73	0.00		
	15-01102	05/04/15	4-30-2015 HEALTH AND RX	Open	71,774.29	0.00		
	15-01166	05/12/15	5/11/15 HEALTH & RX	Open	54,788.98	0.00		
					<u>177,828.00</u>			
<b>7000 RICHARD HEIDMAN</b>								
	15-01151	05/11/15	REFUND 2021 HOMESTEAD CREDIT	Open	319.26	0.00		
<b>7087 PATRICIA RONAGHAN</b>								
	15-01156	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	264.63	0.00		
<b>7119 ENGINEERING DESIGN ASSOC*</b>								
	15-01144	05/11/15	PROFESS ENGINEERING 14-08-02	Open	224.00	0.00		
	15-01145	05/11/15	PROFESS ENGINEERING 14-08-02	Open	224.00	0.00		
	15-01146	05/11/15	PROFESS ENGINEERING 14-05-01	Open	168.00	0.00		
					<u>616.00</u>			
<b>7142 LINDSAY BECHTLER</b>								
	15-01101	05/04/15	APRIL PAYMENT ZUMBA	Open	230.00	0.00		
<b>7151 ART SHEPPARD</b>								
	15-01107	05/05/15	LACROSSE OFFICIAL	Open	120.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
7169 JAMES FALLON	15-01155	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	239.10	0.00		
7170 DANIEL GUSS	15-01153	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	332.76	0.00		
7181 JENNIFER KELLY,PHD,LLC*	15-00891	04/16/15	PRE-EMPLOYMENT PSYCHOLOGICAL	Open	2,000.00	0.00		
7327 RUTGERS/OFFICE OF CONTINUING P	15-00138	01/13/15	NJ COMPOST OPERATOR COURSE	Open	720.00	0.00		
7368 ACE PLUMBING/ELEC SUPPLY INC*	15-00877	04/14/15	2 MOET FAUCETS TOWNHALL	Open	59.42	0.00		
7373 NORTH WILDWOOD POLICE DEPT	15-00899	04/17/15	REIMBURSEMENT - MICHAEL HARKIN	Open	1,930.00	0.00		
7375 SCOREBOARD SERVICE COMPANY	15-00968	04/28/15	MODULE DUAL POWER	Open	515.00	0.00		
7376 RYAN DOW	15-01158	05/11/15	LACROSSE OFFICIAL	Open	120.00	0.00		
7381 ALAN MITCHELL*	15-01106	05/05/15	LACROSSE OFFICIAL	Open	30.00	0.00		
7390 DARA NATHAN	15-01110	05/05/15	LACROSSE OFFICIAL	Open	60.00	0.00		
7391 ANDREW WELSH	15-01109	05/05/15	LACROSSE OFFICIAL	Open	30.00	0.00		
7392 ERIC LAPELUSA	15-01111	05/05/15	LACROSSE OFFICIAL	Open	120.00	0.00		
7394 RONALD & AGNES BROWN	15-01147	05/11/15	REFUND 2012 HONESTEAD CREDIT	Open	335.46	0.00		
7395 RICHARD PETERSON &REETTA ALIMO	15-01154	05/11/15	REFUND 2012 HOMESTEAD CREDIT	Open	166.21	0.00		
7397 MORTGAGE SERVICE CENTER	15-01180	05/13/15	REFUND 2ND QTR TAX 2015	Open	945.63	0.00		
8201 DIRECT ENERGY BUSINESS	15-01117	05/06/15	MARCH-APRIL ENERGY CONT'D	Open	6,624.07	0.00		
BOSNA KAREN MANETTE BOSNA	15-01100	05/04/15	YOGA PAYMENT APRIL 2015	Open	165.00	0.00		
G=SEP DOUGS SEPTIC	15-00908	04/21/15	PUMP OUT FREEMAN DOUGLASS SEP	Open	570.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
HOOVER ROBERT HOOVER & SONS INC	15-00653	03/17/15	PARTS FOR COUNTY VAC TRUCK	Open	271.26	0.00		
SEAGE SEAGEAR MARINE SUPPLY	15-00305	01/29/15	SUPPLIES FOR RDS/DPW/FEB.	Open	268.10	0.00		
Total Purchase Orders: 114				Total P.O. Line Items: 0	Total List Amount: 295,275.04	Total Void Amount: 0.00		

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION # 2015- 149

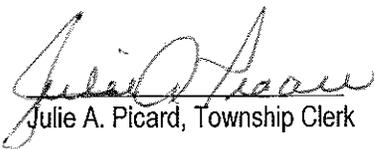
TITLE: REJECTION OF BID #2015-08 POOL CONCESSION

WHEREAS, the Township advertised Bid #2015-08 for the Township Pool Concession Bid on April 8, 2015, accepted and publically opened them on Tuesday May 5, 2015 at 11:00 a.m.; the Township received Two (2) sealed bids; and

WHEREAS, as per 40:A11-23.2, both bid proposals did not submit mandatory items and thereby the Township will reject all sealed bid proposals.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, of the Township of Lower that all the bids received are hereby rejected.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION # 2015-150

TITLE: REJECTION OF BID FOR ADA UPGRADES & PLAYGROUND IMPROVEMENTS  
AT THE RECRATION CENTER

WHEREAS, the Township of Lower advertised for bids for the ADA Upgrades & Playground Improvements at the Recreation Center on April 1, 2015, accepted and publically opened them on April 30, 2015; and

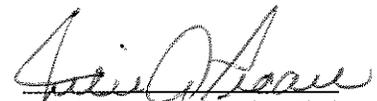
WHEREAS, the Township received four (4) sealed bids; and

WHEREAS, all bids were reviewed by Jim Lindemon of LWDMR, the Township's QPA and Recreation Director; and

WHEREAS, as per 40:A11-13.2 (a), all of the bid proposals received substantially exceed the cost estimate for the project and therefore the Township will reject all sealed bid proposals.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that all bids received are hereby rejected.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A. Picard, Township Clerk

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

PHASE II - ADA UPGRADES & PLAYGROUND IMPROVEMENTS AT THE RECREATION CENTER

OFFICIAL  
FILE COPY

Bid Opening : Thursday - April 30, 2014 / 10:00 a.m.

	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
<b>BASE BID :</b>	Ocean Construction LLC	Archetto Construction, Inc. ✓	R. Maxwell Constructic Co. ✓	Allano Bros. Gen. Contractors, Inc. ✓
	\$	\$ 298,500.	\$ 262,900.	\$ 285,458.
<b>ALTERNATE #1 - (ADD):</b>				
P&I resilient play surface panels beyond 60'x80' to expand the surface to 60'x120' (30'x60' additional)	\$	\$ 30,980.	\$ 42,740.	\$ 49,425.
<b>ALTERNATE #2 - (ADD):</b>				
P&I of new ADA compliant parking space, paving & dropped curb.	\$	\$ 11,900.	\$ 13,950	\$ 13,947.
<b>UNIT PRICES :</b>				
#1 : P&I one (1) Merry-Go-Round	\$	\$ 7,035. ea.	\$ 7,182. ea.	\$ 6,679. ea.
#2 : P&I one (1) set of Play Activity Panels	\$	\$ 5,060. set	\$ 6,038. set	\$ 5,789. set
#3 : P&I one (1) Canopy	\$	\$ 9,500. ea.	\$ 9,916. ea.	\$ 8,118. ea.
#4 : P&I one (1) Park Bench	\$	\$ 19,115. ea.	\$ 3,142. ea.	\$ 2,877. ea.
#5 : P&I one (1) Picnic Table	\$	\$ 1475. ea.	\$ 1593. ea.	\$ 1,939. ea.
#6 : P&I one (1) Resilient Play Surface Panel	\$	\$ 69. ea.	\$ 85. ea.	\$ 98. ea.
<b>COMMENTS</b>				

OPENED & READ BY :

*M. Velez*

RECORDED BY :

*Sharon Janner*

PHASE II - ADA UPGRADES & PLAYGROUND IMPROVEMENTS AT THE RECREATION CENTER

OFFICIAL  
FILE COPY

Bid Opening : Thursday - April 30, 2014 / 10:00 a.m.

	CONTRACTORS	CONTRACTORS	CONTRACTORS	CONTRACTORS
<b>BASE BID :</b>	Joseph Porretta Builders, Inc			
<b>ALTERNATE #1 - (ADD) :</b> P&I resilient play surface panels beyond 60'x90' to expand the surface to 60'x120' (30'x60' additional)	\$ 280,000.	\$	\$	\$
<b>ALTERNATE #2 - (ADD) :</b> P&I of new ADA compliant parking space, paving & dropped curb.	\$ 17,779.	\$	\$	\$
<b>UNIT PRICES :</b>				
#1 : P&I one (1) Merry-Go-Round	\$ 7,400. ea.	\$	\$	\$
#2 : P&I one (1) set of Play Activity Panels	\$ 6,500. set	\$	\$	\$
#3 : P&I one (1) Canopy	\$ 15,000. ea.	\$	\$	\$
#4 : P&I one (1) Park Bench	\$ 2,600. ea.	\$	\$	\$
#5 : P&I one (1) Picnic Table	\$ 2,190. ea.	\$	\$	\$
#6 : P&I one (1) Resilient Play Surface Panel	\$ 53. ea.	\$	\$	\$
<b>COMMENTS</b>				

OPENED & READ BY : \_\_\_\_\_

RECORDED BY : *Francis Brown*

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

RESOLUTION #2015-151

Title: AUTHORIZING PAYMENT FOR 2015 REGIONAL SCHOOL TAXES

WHEREAS, the amounts listed below are owed to Lower Cape May Regional for current year 2015 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Cape May Regional are charged to a non-budget appropriation #5-01-55-910-019 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer 

DUE DATE		AMOUNT DUE
15-Jul	2015	1,270,820.40
15-Aug	2015	1,270,820.40
15-Sep	2015	1,270,820.40
15-Oct	2015	1,270,820.40
15-Nov	2015	1,270,820.40
Total Payments 7/1 - 12/31/2015		6,354,102.00

NOW, THEREFORE BE IT RESOLVED by the Township Council that the above tax payments are hereby authorized.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A. Picard, Township Clerk

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

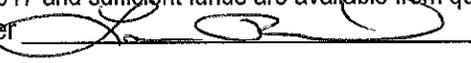
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-152

Title: AUTHORIZING PAYMENT TO LOWER TOWNSHIP BOARD OF EDUCATION

WHEREAS, the amounts listed below are owed to Lower Township Board of Education for current year 2015 taxes on the dates noted and it is necessary to receive authorization for the payment of bills which affect the budget; and

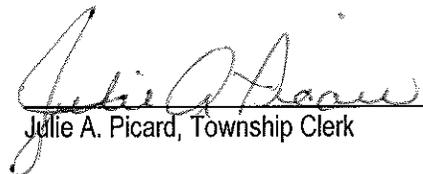
WHEREAS, it is the recommendation of the Chief Financial Officer that authorization for statutory tax payments be made through one annual resolution so that such payments are made in a timely and efficient manner; and

WHEREAS, tax payments made to Lower Township Board of Education are charged to a non-budget appropriation #5-01-55-910-017 and sufficient funds are available from quarterly property tax payments as certified by the Chief Financial Officer 

DUE DATE		AMOUNT DUE
1-Jul	2015	1,631,728.60
1-Aug	2015	1,631,728.60
1-Sep	2015	1,631,728.60
1-Oct	2015	1,631,728.60
1-Nov	2015	1,631,728.60
Total Payments 7/1 - 12/31/2015		8,158,643.00

NOW, THEREFORE BE IT RESOLVED by the Township Council that the above tax payments are hereby authorized:

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A. Picard, Township Clerk

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

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

RESOLUTION #2015-153

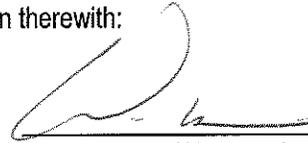
Title: COPS IN SHOPS SUMMER SHORE INITIATIVE 2015

WHEREAS, the Township of Lower desires to apply for and obtain a grant from the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control to run the Cops in Shops Summer Shore Initiative 2015.

NOW THEREFORE, BE IT RESOLVED that the Township of Lower does hereby authorize the application for such a grant; and, upon receipt of the grant agreement from the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control, does further authorize the execution of the grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of said agreement between the Township of Lower and the New Jersey Department of Law and Public Safety, Division of Alcoholic Beverage Control.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith:

\_\_\_\_\_  
(Signature)  
Michael E. Beck, Mayor

  
\_\_\_\_\_  
(Signature)  
William Mastriana, Chief of Police

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

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

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

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

RESOLUTION #2015-154

TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87,  
CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,000.00 for an item of revenue in the budget of the year 2015 as follows:

Miscellaneous Revenues –  
Revenue Offset with Appropriations - Community Wildfire Protection Plan Grant  
Total with increase to be \$5,000.00

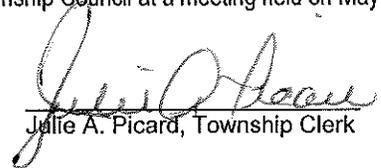
SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$5,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
Public & Private Programs Offset by Revenues - Community Wildfire Protection Plan Grant  
State/Federal Share \$ 5,000.00  
Non State Share \$  
Total with increase to be \$ 5,000.00

BE IT FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A. Picard, Township Clerk

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



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NEW JERSEY STATE FORESTRY SERVICES  
MAIL CODE 501-04  
PO BOX 420  
TRENTON, NJ 08625-0420  
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

March 27, 2015

Lower Township  
2600 Bayshore Road  
Villas, New Jersey 08251-1397

Dear Grantee,

Congratulations! We are pleased to notify you that your **09 Community Wildfire Protection Plan (CWPP) Grant Agreement FS15-013** has been fully executed and an original copy is attached for your files. The Grant Agreement lists the work period and the Scope of Work.

Please provide us with all of your reimbursement documentation. Acceptable documentation will include, but not be limited to, signed invoices or receipts. Please refer to the attached document for guidance regarding matching funds.

State Forestry Services is committed to a successful project. Should you need assistance, please do not hesitate to contact us at 609-292-2977.

Sincerely,

Gregory S. McLaughlin, Division Forest Firewarden  
State Forestry Services

**GRANT AGREEMENT  
BETWEEN  
LOWER TOWNSHIP  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: FS15-013

**APPROVED PROJECT BUDGET**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs	0.00	0.00	0.00	0.00	0.00
Salaries					
Fringe Benefits	0.00	0.00	0.00	0.00	0.00
B. Consultants and Subcontractors	0.00	0.00	0.00	0.00	0.00
C. Other Costs Specify					
▪ Equipment & supplies	\$10,000.00	\$5,000.00	0.00	\$5,000.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	\$10,000.00	\$5,000.00	0.00	\$5,000.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	\$10,000.00	\$5,000.00		\$5,000.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PROJECT AMOUNT</b>	<b>\$10,000.00</b>	<b>\$5,000.00</b>	<b>0.00</b>	<b>\$5,000.00</b>	<b>0.00</b>

TOTAL GRANT AMOUNT is  the sum of "Federal" and "State" column totals \$0.00  
 the sum of "Federal" "State" and "Other" column totals \$0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work



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

RESOLUTION #2015-155

TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87,  
CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$250,000.00 for an item of revenue in the budget of the year 2015 as follows:

Miscellaneous Revenues –  
Revenue Offset with Appropriations - 2013 Hurricane Sandy Coastal Resiliency Grant  
Total with increase to be \$250,000.00

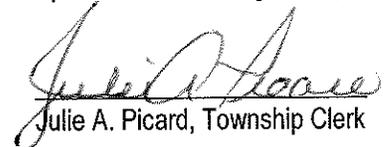
SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$250,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
Public & Private Programs Offset by Revenues - 2013 Hurricane Sandy Coastal Resiliency Grant  
State/Federal Share \$ 250,000.00  
Non State Share \$  
Total with increase to be \$ 250,000.00

BE IT FURTHER RESOLVED that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on on May 18, 2015.

  
Julie A. Picard, Township Clerk

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



EasyGrantsID: 42279

National Fish and Wildlife Foundation – Hurricane Sandy Coastal Resiliency Competitive Grants  
 Program 2013, Full Proposal

Title: Building Ecological Solutions to Coastal Community Hazards (NJ)

Organization: New Jersey Department of Environmental Protection

	Units	Cost Per Unit	Total
NJ Sea Grant	1	\$200,000.00	\$200,000.00
USACE	1	\$200,000.00	\$200,000.00
Rutgers	1	\$10,000.00	\$10,000.00
National Wildlife Federation	1	\$403,270.00	\$403,270.00
Sustainable Jersey	1	\$409,210.00	\$409,210.00
Partnership for the Delaware Estuary	1	\$290,000.00	\$290,000.00
Mun 1 Somers Point	1	\$125,000.00	\$125,000.00
Mun 2 Brigantine	1	\$125,000.00	\$125,000.00
Mun 3 Margate	1	\$125,000.00	\$125,000.00
Mun 4 Atlantic City	1	\$125,000.00	\$125,000.00
Mun 5 Cape May County	1	\$200,000.00	\$200,000.00
Mun 6 Downe Township	1	\$200,000.00	\$200,000.00
Mun 7 Lower Township	1	\$250,000.00	\$250,000.00
Mun 8 Secaucus	1	\$225,000.00	\$225,000.00
Mun 9 Upper Township	1	\$61,000.00	\$61,000.00
Mun 10 Spring Lake	1	\$130,000.00	\$130,000.00
Contracted Professional - planner	1500	\$54.50	\$81,750.00
<b>Total Contractual Services</b>			<b>\$3,160,230.00</b>

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

RESOLUTION #2015-156

**TITLE: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of any item of appropriation for equal amount.

SECTION 1.

**NOW, THEREFORE BE IT RESOLVED** that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$1,000.00 for an item of revenue in the budget of the year 2015 as follows:

Miscellaneous Revenues –  
 Revenue Offset with Appropriations - Ducks Unlimited Grant  
 Total with increase to be \$1,000.00

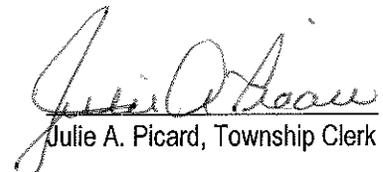
SECTION 2.

**BE IT FURTHER RESOLVED** that a like sum of \$1,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –  
 Public & Private Programs Offset by Revenues - Ducks Unlimited Grant  
 State/Federal Share \$ 1,000.00  
 Non State Share \$  
 Total with increase to be \$ 1,000.00

**BE IT FURTHER RESOLVED** that two certified copies of this resolution with a copy of the appropriate documentation be forwarded to the Division of Local Government Services.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
 Julie A. Picard, Township Clerk

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

**From:** [Michael Voll](#)  
**To:** [Colleen Crippen](#)  
**Cc:** [Bill Galestok](#)  
**Subject:** FW:  
**Date:** Monday, September 08, 2014 9:21:29 AM  
**Attachments:** [20140905143313205.pdf](#)  
**Importance:** High

---

**From:** Gimeno, Leslie [<mailto:lgimeno@co.cape-may.nj.us>]  
**Sent:** Monday, September 08, 2014 8:59 AM  
**To:** [mbeck@townshipoflower.org](mailto:mbeck@townshipoflower.org)  
**Cc:** [mvoll@townshipoflower.org](mailto:mvoll@townshipoflower.org); OConnor, Brian  
**Subject:**  
**Importance:** High

Good morning Mayor

Please see message below and attachment from Brian O'Connor regarding the Cox Hall Creek Project.

The State is offering a Tidelands License for the project – this is a very important part of the project. As the owner of the property / the Township is required to be the “licensee” . The cost to obtain the License is \$1,000, and there is funding available through the Ducks Unlimited Grant to reimburse the Township for the fee.

Could you please take a look at the attachment and process the paperwork at your earliest convenience? Brian has suggested that if you have any questions to reach out to Dave Golden – his contact information is below.

Thank you!  
-Leslie

Leslie L. Gimeno, PP, AICP, MPA  
Planning Director  
Cape May County Planning Department  
4 Moore Road, Cape May Court House, NJ 08210  
tel: 609 465-6875 / fax: 609 465-1418

---

**From:** OConnor, Brian  
**Sent:** Monday, September 08, 2014 8:20 AM  
**To:** Gimeno, Leslie  
**Subject:**

Hi Mayor,

This is the tidelands grant for the outfall pipe to Delaware bay from Cox Hall you should have had one for the original outfall but you did not. It is very rare to Receive a grant from the tidelands office. The \$1,000 will be refunded to the township once it is paid from Ducks Unlimited, just send me the receipt and I'll get you the money. Unfortunately, since

we (the County and NJ Fish and Wildlife) are not the title holders of the property the grant cannot be assigned to us (see second paragraph on the attached). The Township is the principle owner of the property. Any questions should be addressed to Dave Golden.

Dave's contact information:

David M. Golden, Chief  
NJ Division of Fish and Wildlife  
Bureau of Wildlife Management  
8747 Ferry Road  
Millville, NJ 08332  
(609) 358-2072; (856) 785-0670 FAX  
[david.golden@dep.nj.gov](mailto:david.golden@dep.nj.gov)

Brian O'Connor  
GIS Specialist  
(609)-465-1083 tel (609)-465-1418 fax  
[boconnor@co.cape-may.nj.us](mailto:boconnor@co.cape-may.nj.us)  
[www.capemaycountyims.net](http://www.capemaycountyims.net) mapping site  
Cape May County Planning Department  
4 Moore Road, Cape May Court House, 08210

 Please consider the environment before printing this email

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

RESOLUTION #2015-157

**TITLE: APPROVAL TO MEDIA FIVE ENTERTAINMENT LTD FOR FIVE (5) CONCERT SERIES TO BE HELD AT DELAWARE RIVER BAY AUTHORITY FERRY TERMINAL**

WHEREAS, the Lower Township Recreation Department is contracting five (5) events with Media Five Entertainment Ltd which will take place at the Ferry Terminal for the following dates and fees:

**TO: Media Five for the following shows:**

			Township Share
Sensational Soul Cruisers	July 08, 2015	\$ 4,000.00	\$ 2,000.00
The B Street Band	July 15, 2015	\$ 3,500.00	\$ 1,750.00
Separate Ways	July 22, 2015	\$ 3,500.00	\$ 1,750.00
Morrison Brothers	July 29, 2015	\$ 2,500.00	\$ 1,250.00
DannyV's	August 5, 2015	\$ 3,500.00	\$ 1,750.00
	<b>TOTAL</b>	<b><u>\$17,000.00</u></b>	<b><u>\$ 8,500.00</u></b>

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

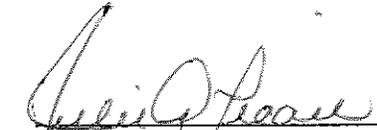
WHEREAS, the DRBA has authorized a contribution of \$8,500.00 towards the entertainment events; and

WHEREAS, the CFO has determined sufficient funds are available in the budget under Celebration of Public Events 5-01-30-420-259 as evidenced by her signature:

CFO's signature 

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

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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



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

**MEDIA FIVE Ltd**

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

("Booking Agent")

**ENGAGEMENT AGREEMENT**

CONTRACT NO.

66062

NJ License # BWO365500

**Purchaser Copy/ Page 1 of 3**

1. This Agreement made on **October 26, 2014** between **Steven Barlotta** here in referred to as "Artist" providing the services of **SENSATIONAL SOUL CRUISERS** and **Lower Twsp Recreation Dept/Mike** here in referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday July 8, 2015**

B. Hours of Engagement **4:45-8:00**  
C. Sets **2-60**

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

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

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

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

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

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

7. DEPOSIT RECEIVED - Date: Amount: **\$1,500.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.

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

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

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

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

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

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

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

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

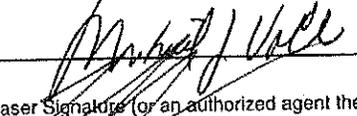
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction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

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Lower Twsp Recreation Dept/Mike Voll**

Purchaser Name

XBy 

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Steven Barlotta 13-3992593**

Artist Name / Federal ID#

XBy \_\_\_\_\_

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

**David Sestak  
Booking Agent**

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

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

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 Log onto: www.MediaFiveEnt.com

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

Engagement Agreement

CONTRACT NO. 66185

NJ License# BWO365500

Purchaser Copy/Page 1 of 3

1. This Agreement made on November 12, 2014 between The B STREET BAND a tribute to the Boss Lower Twsp Recreation Dept/Mike c/o Will Forte herein referred to as "Artist" providing the services of herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement Wednesday July 15, 2015
B. Hours of Engagement 4:45-8:00
C. Sets 2-75

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

3. Engagement Price Agreed Upon \$3,500.00 Per Night; \$1500 buyout if canceled by rain in advance of leaving. Once they arrive and canceled for rain, 2500 to be paid. Need dressing room for 12, hospitality and parking for 12 vehicles.

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

- A. Provide one lockable private dressing room and adequate electrical power to run artist.
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
5. [ ] Purchaser to provide first class sound, lights & operators [ ] Purchaser to provide first class sound & lights [ ] Purchaser to provide first class partial PA
[ ] Purchaser to provide first class lights [ ] Band to provide Sound & Lights [ ] Artist Sound check deadline

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

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

8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.
9. [ ] By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Twsp Recreation Dept/Mike Voll

Purchaser Name

XBy

[Signature of Mike Voll] 5/21/15

Purchaser Signature (or an authorized agent thereof)

Lower Cape May Recreation
2600 Bayshore Road
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

c/o Will Forte 42-1703538

Artist Name / Federal ID#

XBy

Artist Signature (or an authorized agent thereof)

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

David Sestak
Booking Agent

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

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

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 Log onto:  
www.MediaFiveEnt.com

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

**CONTRACT NO.**  
**66974**  
NJ License # BWO365500

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **February 24, 2015** between **Separate Ways the band: It's worth the** herein referred to as "Artist" providing the services of **Lower Township Department of Parks** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday July 22, 2015** B. Hours of Engagement **4:45-8:00** C. Sets **2-60**

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

3. Engagement Price Agreed Upon  
**\$3,500.00** Per Night; Band Provide Complete PA and Operator

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

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

7. DEPOSIT RECEIVED - Date: Amount: **\$50.00**  
8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.

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

- 10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from and any and all such act, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Event insurance is the sole responsibility of the purchaser.
- 11. Purchaser assumes no liability for any withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of these and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
- 12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
- 13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, informed, modified or canceled except in writing and signed by the parties; and any rescission, information, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
- 14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them, Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking Agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all return engagements of Artist (whether as members of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this agreement is signed on behalf of Artist.
- 15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
- 16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction of said courts and waives the right to change venue.
- 17. The recording, filming, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
- 18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
- 19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-named Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:
  - (i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and
  - (ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
- 20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.
- 21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorney's 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, etc, 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 not in connection with any corporate sponsorship or tie-in without Artist's prior written approval.
- 27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Licenses may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Box St, Room 1623 Harrisburg, PA 17127.
- 28. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT  
**Lower Township Department of Parks and Recreation/Mitchell Plenn**  
Purchaser Name

XBy  5/21/15  
Purchaser Signature (or an authorized agent thereof)  
**Lower Township Department of  
2600 Bayshore Road  
Villas NJ 08251**

**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  
**Separate Ways the band: It's worth the**  
Artist Name / Federal ID#

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

**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) 011



# MEDIA FIVE ENTERTAINMENT

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

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

CONTRACT NO.  
**66841**

NJ License # BWO365500

## ENGAGEMENT AGREEMENT

1. This Agreement made on **February 3, 2015** between **Matt Nolan** herein referred to as "Artist" providing the services of **The Morrison Brothers Band** and **Lower Twsp Recreation Dept/Mitchell** herein referred to as "Purchaser."

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

2. A. Date(s) of Engagement **Wednesday July 29, 2015** B. Hours of Engagement **5:30-8:30** C. Sets **2-75**

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

3. Engagement Price Agreed Upon **\$2,500.00**  
Per Night Band to provide sound, lights and operators. Advance date with Jim Ridgway at 1-609-827-4320

4. **Special Requirements Of Artists**  If box is checked the attached Rider(s) shall be considered part of this Agreement. Paragraphs 1 through 5 hereof are collectively referred to as the "Engagement".
- A. Provide one lockable private dressing room and adequate electrical power to run artist.  
B. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay full Engagement Price as provided herein.  
C. Artist shall have the right to sell merchandise and recordings at the place(s) of Engagement without any costs imposed by Purchaser or any participation in the proceeds by Purchaser.
5.  Purchaser to provide first class sound, lights & operators  Purchaser to provide first class sound & lights  Purchaser to provide first class partial PA  
 Purchaser to provide first class lights  Band to provide Sound & Lights  Artist Sound check deadline
6. Purchaser shall not allow any opening or closing bands on said engagement, or approve of the sharing of equipment without the expressed written consent of Artist.
7. **DEPOSIT RECEIVED - Date:** Amount: **\$1,000.00** in event of a breach of this Agreement by purchaser, all deposits are forfeited in full and will not be returned.
8. Purchaser will make payments by certified check, money order, bank draft or cash upon arrival at the Place of Engagement prior to start of the Engagement.
9.  By this notice the "Purchaser" and "Artist" confirm this Agreement was made by telephone. In order to reject this Agreement in any manner Purchaser must file written notice of the same with the Booking Agent within fourteen (14) days from the date of this Agreement as provided in paragraph 1 hereof.

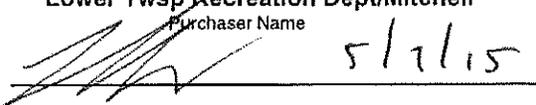
10. Parties agree Artist is entering into this Agreement as a self-employed independent contractor and Booking Agent assumes no liability for any wrongful acts, loss, or damage to persons or property that Artist may cause, or that may occur to the person or property of Artist and/or Purchaser. Purchaser and Artist agree to hold the Booking Agent harmless from any and all such acts, loss, damage or any other liability or acts of omission or commission by Purchaser and/or Artist and agree to reimburse any court costs and reasonable attorney fees, which might be incurred by Booking Agent in relation thereto. Event Insurance is the sole responsibility of the purchaser.
11. Purchaser assumes no liability for any withholding taxes, Social Security Contribution, Unemployment Insurance, Workmen's Compensation, or any other payment and/or report of these and any other taxes or contributions. Artist is responsible for all reporting and payment of those and any other earnings related taxes or contributions. Purchaser shall pay all amusement taxes and musical performing rights licenses (e.g. ASCAP or BMI) if any.
12. The Booking Agent assumes no liability for breach or default of this Agreement by Artist or Purchaser, and is a party to this Agreement for the purpose of protecting its interest as the Booking Agent, including the payment of its Booking Agent's commission and the protection of its rights including, but not limited to, those provided pursuant to the provisions of paragraph 14 below.
13. This Agreement and the Rider, if any, constitutes the entire agreement among the parties and may not be rescinded, reformed, modified or canceled except in writing and signed by the parties; and any rescission, reformation, modification or cancellation between Purchaser and Artist is subject to the express written consent of Booking Agent. This Agreement may be signed in counter parts, each of which shall be deemed an original, and both of which together shall constitute one and the same Agreement.
14. Artist and Purchaser agree the Booking Agent has performed a valuable service to each of them. Purchaser and Artist acknowledge that but for the Booking Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate directly with the Artist, and Artist acknowledges that but for the Booking agent's efforts, Artist would not have had the opportunity or ability to negotiate directly with the Purchaser. Artist (individually and collectively) and the Booking Agent mutually agree that all future engagements of Artist (whether as a member of Artist, or as individual artists or as a member of other performing groups) booked by or on behalf of Purchaser within two (2) years of the date of Artist's Date of Engagement at Purchaser's Place of Engagement or other venues owned or operated by Purchaser and/or any subsequent name change to the venue, shall be booked through the Booking Agent at the same agency commission, which the Booking Agent received for this Engagement. Provided that the artist has performed the Engagement, this provision is binding upon all members of Artist, irrespective of whether this agreement is signed on behalf of Purchaser and is binding upon the Purchaser, irrespective of whether this agreement is signed on behalf of Artist.
15. Artist represents and warrants that each musician and entertainer who is a member of Artist has read this Agreement and has agreed to be bound by the provisions of this Agreement.
16. This Agreement shall be deemed to have been made accepted in Bethlehem, Pennsylvania and the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Agreement shall be commenced and prosecuted in the courts of Northampton County, Pennsylvania and each party submits to the jurisdiction of said courts and waives the right to change venue.
17. The recording, taping, photographing or other reproduction or transmission of Engagement is prohibited without written consent of Artist.
18. Artist and personnel supplied by Artist may be members of a union or guild. In such event Artist and personnel agree to be solely responsible for complying with rules and regulations of such union or guild. Booking Agent makes no representation that Artist or personnel are affiliated with any union or guild.
19. Unless otherwise specified, Engagement Price includes Booking Agent's commission, which, if paid to Artist or held by Purchaser, shall be held in trust as a fiduciary for prompt delivery to Booking Agent. Artist agrees Booking Agent's commissions are due and payable to the above-cited Booking Agent's address within three (3) days from the date on which Artist receives payment ("Due Date"). If Booking Agent's commissions are not paid to the Booking Agent within seven (7) days of the Due Date:  
(i) They shall be considered delinquent and bear 1.5% interest per month computed as of the Due Date, and  
(ii) At the written request of the Booking Agent, the Artist hereby authorizes the Purchaser to withhold from Artist any Booking Agent commission and pay such monies directly to Booking Agent. If litigation is necessary for the collection of the Booking Agent's commission, court costs and actual attorney's fees shall be paid by the party who failed to pay the Booking Agent's commission hereunder.
20. Commencement of Engagement, together with delivery of this Agreement (whether signed or unsigned) shall be deemed to be verification of an oral agreement of all provisions of this Agreement by all parties.
21. Purchaser hereby indemnifies and holds Artist and Booking Agent, as well as their respective agents, representatives, principals, employees, officers and directors harmless from and against any loss, damage, or expense, including reasonable attorneys fees incurred and suffered by or threatened against Artist or Booking Agent in connection with or as a result of any claim for personal injury or property damage or otherwise brought on behalf of any third party, person, or entity as a result of or in connection with the Engagement, which claim does not result from the active and willful negligence of Artist and/or Booking Agent.
22. If any of the provisions of this Agreement are determined to be void or unenforceable, the remaining provisions hereof shall remain in full force.
23. Artist shall have exclusive control over the production, presentation and performance of the Engagement, as well as the Engagement, as well as the means and methods of fulfilling each obligation of Artist hereunder.
24. The Agreement of the Artist to perform on the Engagement Date(s) is subject to and excused by sickness, accident, riot, strike, epidemic, breakdown of transportation, and acts of God. If this occurs, the deposit shall be refunded to the Purchaser in full.
25. In the event of nonpayment to Artist of any portion of the Engagement Price, Purchaser will be responsible for any and all attorney's fees and court costs incurred in the collection of such Engagement Price, as well as interest on any unpaid portion of the Engagement Price at 1.5% per month.
26. Artist's name and/or approved likeness may not be used as an endorsement or indication of use of any product or service nor in connection with any corporate sponsorship or file-in without Artist's prior written approval.
27. The Booking Agent is duly licensed by and bonded in the Commonwealth of Pennsylvania. Inquiries may be addressed to the Department of Labor & Industry Division of Private Employment Agency Licenses, 651 Boas St, Room 1523 Harrisburg, PA 17121.
28. In the event of any inconsistency between the provisions of this Agreement and the provisions of Rider (if any) or other attachment, the Parties agree that the provisions of this Agreement shall be controlling.

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Lower Twsp Recreation Dept/Mitchell**

Purchaser Name

XBy

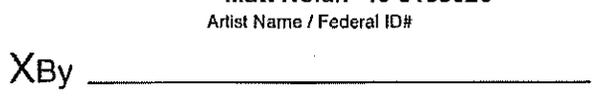
  
Purchaser Signature (or an authorized agent thereof)  
Lower Cape May Recreation  
2600 Bayshore Road  
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

**Matt Nolan 46-3188026**

Artist Name / Federal ID#

XBy

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

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

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

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



**MEDIA FIVE ENTERTAINMENT**

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

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

CONTRACT NO.  
**66813**

NJ License # BWO365500

("Booking Agent")

**ENGAGEMENT AGREEMENT**

1. This Agreement made on **January 30, 2015** between **Daniel Vechesky** herein referred to as "Artist" providing the services of **Danny V's 52nd Street Band The Ultimate** and **Lower Township Department of Parks** herein referred to as "Purchaser."

A. Place of Engagement **Lower Township Department of, 2600 Bayshore Road, Villas, NJ**

B. Type of Engagement

2. A. Date(s) of Engagement **Wednesday August 5, 2015**

B. Hours of Engagement  
**4:45-8:00**

C. Sets  
**2-60**

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

3. Engagement Price Agreed Upon  
**\$3,500.00** Per Night; Band to provide sound, lights and operators. Advance date with Jim Ridgway at 1-609-827-4320

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Lower Township Department of Parks and

Recreation/Mitchell Plenn

Purchaser Name

XBy

Purchaser Signature (or an authorized agent thereof)

Lower Township Department of  
2600 Bayshore Road  
Villas NJ 08251

I HAVE READ AND UNDERSTAND THIS AGREEMENT

Daniel Vechesky

Artist Name / Federal ID#

XBy

Artist Signature (or an authorized agent thereof)

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

Booking Agent

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

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

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

(An Authorized Signature)

**Lower Township Department of Parks & Recreation**  
Mitchell B. Plenn  
Superintendent of Parks & Recreation

2600 Bayshore Road  
Villas, New Jersey 08251

Telephone (609) 886- 7880 ext.8  
Fax (609) 886-7838  
E-mail [recreation@townshipoflower.org](mailto:recreation@townshipoflower.org)

To: Mr. Heath Gehrke  
From: Mitchell B. Plenn  
Re: Lower Township Department of Parks and Recreation Concert Series w/ DRBA  
Date: April 30, 2015

**INVOICE FOR BANDS**

07/08/15	SOUL CRUISERS	\$4000.00	\$2000.00(DRBA)
07/15/15	BSTREET BAND	\$3500.00	\$1750.00(DRBA)
07/22/15	SEPARATE WAYS	\$3500.00	\$1750.00(DRBA)
07/29/15	MORRISON BROTHERS	\$2500.00	\$1250.00(DRBA)
08/05/15	DANNYV'S	\$3500.00	\$1750.00(DRBA)

TOTAL AMOUNT FOR BANDS SUMMER OF 2014= \$17000.00

TOTAL AMOUNT PAID BY DRBA = \$8500.00

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

RESOLUTION #2015-158

**TITLE: AUTHORIZATION FOR REFUND OF TAXES**

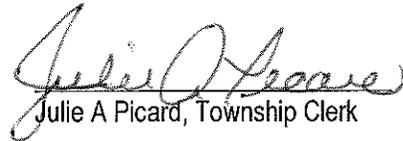
WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below;  
and

WHEREAS, a refund is due.

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

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
431	3	Patricia Ronaghan	homestead on exempt property	264.63
494.30	9	James & Joyce Fallon	homestead on exempt property	239.10
497.01	32	R Peterson & R Alimo	homestead on exempt property	166.21
497.08	2	Daniel & K Guss	homestead on exempt property	332.76
499.20	28	Albert & Mary Ann Lang	homestead on exempt property	437.75
576	2	Richard & Ruth Heidman	homestead on exempt property	319.26
677	4	Ronald & Agnes Brown	homestead on exempt property	335.46
553	36	Mortgage Service Center	Paid twice	945.63

I hereby certify the foregoing to be the original resolution adopted by the Township Council a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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

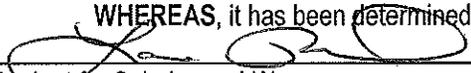
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION # 2015-159

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

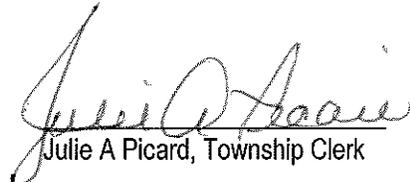
WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Lower that payment to Eric Coombs in the amount of \$7,802.50 is authorized and chargeable to the 2015 Budget account 5-01-25-240-121.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief William Mastriana

FROM: Ptlm. Eric S. Coombs

DATE: May 4, 2015

SUBJECT: Comp Time

Sir,

I am requesting to sell back 177 hours of accumulated compensatory time. I have some home projects that I need to address and the money would be appreciated and go to good use. Thank you for your time and consideration.

Respectfully Submitted,

Signature  
line here →



Eric S. Coombs  
Patrolman Badge 177

C File

Date	Officer	Comments
5/5/2015	Chief Mastriana	Forwarded to fiscal 256.0 to approval

177 \* x  
44-0819 =  
7-802-50 \*

5-01-25-240-121

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

RESOLUTION # 2015-160

TITLE: GRANT AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: 2013 HURRICANE SANDY COASTAL RESILIENCY COMPETITIVE GRANTS PROGRAM - BUILDING ECOLOGICAL SOLUTIONS TO COASTAL COMMUNITY HAZARDS

WHEREAS, the Governing Body of the Township of Lower desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$250,000.00 to fund the following project:

2013 Hurricane Sandy Coastal Resiliency Competitive Grants Program Building Ecological Solutions to Coastal Community Hazards

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Lower that Mayor Michael E. Beck or the successor to the office of Lower Township Mayor is authorized to:

- A) Make application for such a grant
- B) If awarded, to execute a grant agreement with the State for a grant in an amount not less than \$250,000 and not more than \$250,000
- C) To execute any amendments thereto which do not increase the Township's obligations

BE IT FURTHER RESOLVED, the Lower Township Council authorizes and hereby agrees to match 25% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, service or property, is hereby certified. 25% of the match will be made up of in-kind services (if allowable by grant program requirements and the agreement). The Township agrees to comply with all applicable Federal, State and Municipal laws, rules and regulations in its performance pursuant to the agreement.

I hereby certify the foregoing to be the original Resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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

## Julie Picard

---

**From:** Bill <planning@townshipoflower.org>  
**Sent:** Wednesday, May 13, 2015 12:45 PM  
**To:** Julie Picard  
**Subject:** Fw: Lower Township contract  
**Attachments:** Lower Township Resolution.pdf

FYI. Bill

**From:** Sage, Courtney  
**Sent:** Wednesday, May 13, 2015 12:32 PM  
**To:** <mailto:ccrippen@townshipoflower.org> ; [planning@townshipoflower.org](mailto:planning@townshipoflower.org)  
**Subject:** Lower Township contract

William and Colleen,

Thank you so much for submitting the electronic version of the Lower Township revised sheets for the contract. I look forward to receiving them in the mail.

I wanted to point out to you that Lower Township is in need of a new Resolution (Attachment E). The date signed by the Municipal Clerk, as well as the date of the City Council meeting when the Resolution was initially introduced are now past the 60-day date allowed according to the contract language. I have attached a PDF version of a new Attachment E and a copy of the original Resolution.

Please return to me a new resolution with original signature and raised seal.

I apologize for any confusion that you might encounter with this process, but I can guarantee that you and Lower Township can expect a fully executed copy of this contract in the near future.

**Courtney Sage**  
Administrative Assistant  
NJ Department of Environmental Protection  
609-341-5310  
[Courtney.Sage@dep.nj.gov](mailto:Courtney.Sage@dep.nj.gov)

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

RESOLUTION #2015-161

TITLE: REAPPOINTMENT OF JULIE PICARD AS MUNICIPAL CLERK

WHEREAS, Julie Picard was appointed to the position of Lower Township Municipal Clerk on July 16, 2012 by Resolution #2012-185; and

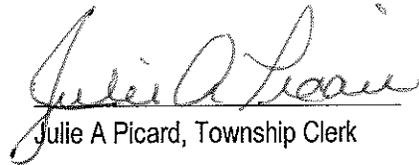
WHEREAS, said appointment was for an initial three year term; and

WHEREAS, pursuant to N.J.S.A. 40A:9-133, the governing body must approve the reappointment to this position after the initial term of office; and

WHEREAS, Township Manager James Ridgway supports this reappointment.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, pursuant to NJSA 40A:9-133 that Julie Picard is hereby reappointed as the Lower Township Registered Municipal Clerk.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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

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

RESOLUTION #2015-162

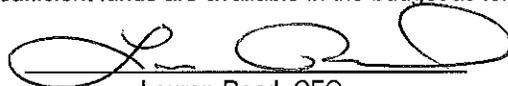
**TITLE: RESOLUTION ACCEPTING BIDS & AWARDING THE CONTRACT TO SUPPLY ASPHALT FOR 24 MONTHS**

WHEREAS, bids were advertised on March 18, 2015 and due on April 22, 2015, at 11:00 a.m. to Supply Asphalt for 24 Months with; and

WHEREAS, two (2) proposals were submitted and reviewed by the QPA and Gary Douglass, CPWM, and the bidders complied with the specifications and supplied all required certifications and bid documents; and

WHEREAS, and the CFO has determined sufficient funds are available in the budget as follows:

C-04-55-413-110  
Appropriation #

  
Lauren Read, CFO

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

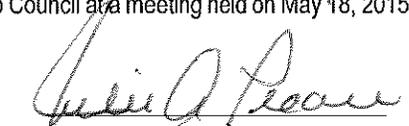
AWARD TO: SEASHORE ASPHALT COMPANY

AMOUNT: ITEMIZED BELOW

Hot Mix Asphalt Base Course, Mix I-2 Furnished at Plant	\$38.00 per ton
Hot Mix Asphalt Base Course, Mix I-4 Furnished at Plant	\$47.00 per ton
Hot Mix Asphalt Base Course, Mix I-5 Furnished at Plant	\$51.00 per ton
Furnish & Deliver Hot Mix Asphalt Base Course, Mix I-2	\$46.50 per ton
Furnish & Deliver Hot Mix Asphalt Base Course, Mix I-4	\$55.00 per ton
Furnish & Deliver Hot Mix Asphalt Base Course, Mix I-5	\$56.00 per ton

BE IT FURTHER RESOLVED, upon approval of the resolution, the fully executed Purchase Order together with the official bid documents shall serve as the Contract for the award of the bid with an expiration date of May 31, 2017.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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

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

RESOLUTION #2015-163

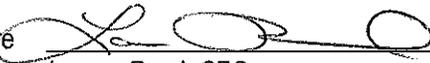
**TITLE: RESOLUTION APPROVING A PROFESSIONAL SERVICE CONTRACT WITH HATCH MOTT MACDONALD FOR ENVIRONMENTAL SERVICES FOR WHITTIER AVENUE AND ROSEHILL PARKWAY BEACH ACCESS PATHS**

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

WHEREAS, Hatch Mott MacDonald has provided a proposal for Professional Engineering Services Environmental Services for Whittier Avenue and Rosehill Parkway Beach Access Paths; and

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

Account: 5-01-20-165-299

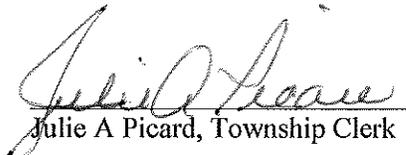
Signature   
Lauren Read, CFO

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

1. The Project Proposal between Hatch Mott MacDonald and the Township of Lower, in the form attached hereto as EXHIBIT A, for an amount of \$1,750.00 to contact the NJDEP to request authorization for beach access to perform repairs.

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.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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



# Hatch Mott MacDonald

## Hatch Mott MacDonald

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

May 15, 2015

Via Email at [manager@townshipoflower.org](mailto:manager@townshipoflower.org) & 1<sup>st</sup> Class Mail

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

**RE: Professional Environmental Services Proposal  
Whittier Avenue and Rosehill Parkway Beach Access Paths  
Lower Township, Cape May County  
HMM No. 349213.CM.10**

Dear Mr. Ridgway:

Hatch Mott MacDonald (HMM) is pleased to submit this proposal to provide professional environmental services for the above referenced project. As requested by the Township HMM will contact the New Jersey Department of Environmental Protection (NJDEP) and coordinate a request for authorization, per the Township's Beach Maintenance Permit, to make repairs to the Whittier Avenue and Rosehill Parkway beach access paths. Our scope of work does not include any surveys of the beach paths nor does this scope of work include preparing a new application to the NJDEP.

We propose to perform the work based upon a **reimbursable (Not-to-Exceed) method of compensation for the actual time required** and at the actual hourly rates for the individual(s) employed in accordance with our current rate schedule. We estimate a budget of **\$1,750** to coordinate the above request for authorization.

Contract: Hatch Mott MacDonald will perform this work under our "Agreement for Professional Engineering Services" with the Township of Lower dated January 5, 2015.

Invoicing: The Township will be receiving a monthly invoice for the project. The invoice will be for work completed and will be billed on a reimbursable/hourly rate basis.

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

Very truly yours,

Hatch Mott MacDonald, LLC

Mark R. Sray, PE, CME  
Senior Associate  
T 609.465.9377 F 609.465.5270  
[mark.sray@hatchmott.com](mailto:mark.sray@hatchmott.com)

Steven C. Morey, CEP  
Associate  
T 609.465.9377 F 609.465.5270  
[steven.morey@hatchmott.com](mailto:steven.morey@hatchmott.com)

cc: Thomas R. Thornton, PE, CME, HMM <sup>THM</sup>  
Eric C. Betz, PE, BCEE, CME, Vice President, HMM

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

RESOLUTION # 2015-164

TITLE:

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

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

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

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

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

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

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

  X   (4) Matters Relating to Collective Bargaining Agreement: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body. **PREPERATION FOR CONTRACT NEGOTIATIONS/COLLECITIVE BARGAINING AGREEMENTS**

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

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

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

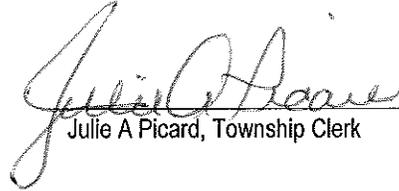
\_\_\_\_\_ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Township council of the Township of Lower, assembled in public session on May 18, 2015 that an Executive Session closed to the public shall be held on this date at approximately 9:07 P.M. in the Conference Room of the Township Hall, 2600 Bayshore Road, Villas for the discussion of matters relating to the specific items designated above.

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

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on May 18, 2015.

  
Julie A Picard, Township Clerk

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