

**AGENDA
BOROUGH OF CAPE MAY POINT
BOARD OF COMMISSIONERS**

BOROUGH MEETING – NOVEMBER 14, 2019 – 6:00 PM

MEETING CALLED TO ORDER / SUNSHINE STATEMENT

In compliance with the Open Public Meeting Act, Chapter 231, Public Laws of 1975, this meeting was properly advertised in the annual notice and duly posted at the Borough Hall bulletin board.

FLAG SALUTE

ROLL CALL: Commissioner Mullock, Commissioner vanHeeswyk, Mayor Moffatt

COMMISSIONERS' REPORTS

PUBLIC COMMENT ON AGENDA ITEMS ONLY

APPROVAL OF MINUTES

October 8, 2019 Work Session
October 10, 2019 Regular Meeting
October 29, 2019 Work Session

ORDINANCES FOR INTRODUCTION / PUBLICATION

RESOLUTIONS

106-19 Award of Contract for Website Design Services
107-19 Authorizing the Transfer of Funds
108-19 Authorizing the Tax Collector to Refund Overpayment of Taxes
109-19 Authorizing a Shared Services Agreement with the City of Cape May for Construction Code Services
110-19 Authorizing an Equipment Maintenance Agreement with Cummins Inc.
111-19 Approval of Bill List

ORDINANCES FOR SECOND READING / PUBLIC HEARING / ADOPTION

PUBLIC PORTION

ADJOURNMENT

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 106-19

AWARD OF CONTRACT FOR WEBSITE DESIGN SERVICES

WHEREAS, the Borough of Cape May Point has the need to update its website to meet changing legal and governmental demands; and

WHEREAS, the Borough wishes to award a contract to BAS Inc. to design a new website with improved functionality.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Borough of Cape May Point that BAS, Inc., 661 Plank Road, Clifton Park, NY 12065, be awarded a contract for design of the municipal website in the total amount of \$2,400, with an initial payment of \$1,200 upon award and a final payment of \$1,200 in January 2020 when the website goes live.

BE IT FURTHER RESOLVED the Borough will also pay an annual maintenance/hosting/support fee of \$1,200 beginning January 2020.

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Mullock						
vanHeeswyk						
Moffatt						

CERTIFICATION OF AVAILABILITY OF FUNDS

I, James V. Craft, Chief Finance Officer of the Borough of Cape May Point, hereby certify that funds are available in the Current Fund Account 9-01-20-140-021, Computer Operations OE to authorize the execution of a professional services contract with BAS, Inc., 661 Plank Road, Clifton Park, NY for Website Design Services for an amount not to exceed \$2,400.00 with an initial payment of \$1,200 will be paid from the 2019 budget and the balance will be appropriated in the 2020 budget account 9-01-20-140-021. I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Dated: October 30, 2019

Signed: James V Craft

James V. Craft, Chief Financial Officer

Certification

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on November 14, 2019.

Municipal Clerk

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 107-19

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED by the Commissioners of the Borough of Cape May Point that the following transfers of 2019 appropriations are hereby approved in accordance with N.J.S.A 40A:4-58

From:

Beach Tag Inspector S/W	9-01-28-232-012	\$1,205.60
Advertising and Printing OE	9-01-20-125-012	\$ 600.00
Financial Admin OE	9-01-20-130-012	\$ 600.00

To:

Beach Tag Inspector OE	9-01-28-232-023	\$1,205.60
Computer Operations OE	9-01-20-140-012	\$1,200.00

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Mullock						
vanHeeswyk						
Moffatt						

Certification

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on November 14, 2019.

Municipal Clerk

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION 108-19

**AUTHORIZING THE TAX COLLECTOR TO REFUND
OVERPAYMENT OF TAXES**

BE IT RESOLVED by the Board of Commissioners of the Borough of Cape May Point, County of Cape May, State of New Jersey, that a refund of overpaid 1st and 2nd quarter preliminary taxes 2019 taxes, as recommended by the Borough Tax Collector, be authorized as follows:

<u>BLOCK/LOT</u>	<u>ADDRESS</u>	<u>NAME</u>	<u>AMOUNT</u>
9998/1	Cape May Point	Bell Atlantic c/o Duff & Phelps	\$72.52

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Mullock						
vanHeeswyk						
Moffatt						

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on November 14, 2019.

Municipal Clerk

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 109-19

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
CITY OF CAPE MAY FOR CONSTRUCTION CODE SERVICES**

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A 40:8-1 et-seq., the City of Cape May currently provides construction code services to the Borough of Cape May Point under an agreement that expires October 31, 2019; and

WHEREAS, both the City of Cape May and Borough of Cape May Point wish to continue that Shared Services Agreement for an additional five years, from November 1, 2019 through October 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Borough of Cape May Point that the Mayor and Municipal Clerk are hereby authorized to execute the Shared Services Agreement (attached hereto) with the City of Cape May for Construction Code Services.

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Moffatt						
Mullock						
vanHeeswyk						

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on November 14, 2019.

Municipal Clerk

**SHARED SERVICES AGREEMENT TO PROVIDE UNIFORM CONSTRUCTION
CODE SERVICES BETWEEN
THE CITY OF CAPE MAY AND BOROUGH OF CAPE MAY POINT**

THIS SHARED SERVICES AGREEMENT made and entered into this 6TH day of November, 2019, by and between the CITY OF CAPE MAY, (hereinafter the "City") a New Jersey municipal corporation of the State of New Jersey, with offices located at 643 Washington Street, Cape May, New Jersey 08204, and the BOROUGH OF CAPE MAY POINT, (hereinafter the "Borough") a New Jersey municipal corporation of the State of New Jersey, with offices located at 215 Lighthouse Ave, Cape May Point, NJ 08212.

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits local units to enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction and the City of Cape May and the Borough of Cape May Point desire to do same; and

WHEREAS, the Borough of Cape May Point (hereinafter referred to as the "Borough") is required by law to provide for the enactment and enforcement of the Uniform Construction Code within the jurisdiction of the Borough; and

WHEREAS, the enforcement of the Uniform Construction Code requires the Borough to review applications for construction or development to insure compliance with the codes and to review and inspect ongoing construction projects to insure compliance with the Code; and

WHEREAS, the Borough has a need and desire to retain the services of the City of Cape May (hereinafter referred to as the "City") to provide the Borough with Uniform Construction Code services, including administration and enforcement; including, without limit, plan review, issuance of construction permits, inspections, uniform construction code compliance and enforcement, issuance of certificates of occupancy, and all other services required in connection therewith ("Uniform Construction Code Services"); and

WHEREAS, the City has in its employment, which shall include any construction code services personnel or agency contracted by the City, properly trained and qualified individuals to fulfill said purpose, and to provide said services by the terms dictated in this Shared Services Agreement (the "Agreement"); and

WHEREAS, both the City and the Borough have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions; and

WHEREAS, the City desires to enter into the Agreement with the Borough for the purposes described above and pursuant to the terms and conditions set forth below, and pursuant to N.J.S.A. 40A:65-1, et seq., which authorizes the City to enter into a contract with any other local unit for the joint provision of governmental services; and

NOW, THEREFORE, City of Cape May and the Borough of Cape May Point hereby agree as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. Services. The City shall provide Uniform Construction Code Services to the Borough through its Construction Official, Building Subcode Official, Plumbing Subcode Official, Electrical Subcode Official, and Fire Protection Subcode Official. Each position shall be filled by a person qualified for such position pursuant to P.L. 1975, c. 217, as amended, and N.J.A.C. 5:23; provided that, in lieu of any particular subcode official, an on-site inspection agency may be retained by contract pursuant to N.J.A.C. 5:23. More than one such official position may be held by the same person; provided that the person is qualified pursuant to P.L. 1975, c. 217 and N.J.A.C. 5:23 to hold each such position.
3. Excluded Activities.
 - a. Zoning Officer: Each municipality shall make provisions for the employment of an individual to handle the duties and responsibilities of Zoning Officer for their respective jurisdictions.
 - b. Municipal Code Enforcement: Each municipality shall make provisions for the employment of an individual to handle the duties and responsibilities of Municipal Code Enforcement in their respective jurisdictions.
4. Consideration. All fees for administration and enforcement shall be in accordance with those fees established under the City's Fee Schedule Ordinance, Chapter 199, Section 2. All fees shall be collected and retained by the City, however, the Borough shall retain 10% of said fees to cover the Borough's administrative expenses. The Borough shall mirror the City's Fee Schedule Ordinance. Thereafter the City shall no more than 1x per year change its fee schedule and notify the Borough. Once every three (3) months (the "quarter"), the City shall provide to the Borough an accounting and reporting of all fees for the quarter.
5. Term. This Agreement shall continue for a term of five (5) years. It shall commence effective November 1, 2019 and terminate October 31, 2024. If the Borough shall decide not to amend its Fee Schedule Ordinance as described above within six (6) months after execution of this Agreement, or for those reasons as stated in Paragraph 1 of this Agreement, the City shall have the right to terminate this Agreement.
6. Location of Records. All active and open files, records and supporting documentation shall be maintained on file with the City at its municipal building. All closed files, records and supporting documentation shall be maintained on file with the Borough at its municipal building.
7. Application for Construction Permit. Applications for a construction permit, revisions to such applications and/or revisions or amendments to a construction permit shall not be accepted or approved for processing unless accompanied by the written approval of the Borough Zoning Officer. Upon acceptance and written approval by the Borough Zoning Officer, said application shall be submitted to the City for review. In addition, upon the issuance

of a demolition permit notice shall immediately be given to the Borough's Zoning Officer. All applications shall be made at the City's Construction Office.

8. Open Public Records Act Requests. The City and the Borough shall coordinate and work together to comply with all laws and regulations with respect to requests for public records pursuant to the New Jersey Open Records Request Act. The Borough shall be responsible for the release of all requested records. However, to the extent the City is in possession of any documents requested for release, the City will not release any documents without approval from the Borough.

9. Mitchell Humphrey Software. The City of Cape May agrees to update the Cape May Point Mitchell Humphrey software on a biweekly basis.

10. Council on Affordable Housing (COAH). The City will follow the COAH ordinance adopted by the Borough and both the Borough and the City shall coordinate and collaborate with the Borough to implement and effectuate the Borough's COAH ordinance. Certificates of Occupancy shall not be issued by the City unless the Borough has confirmed that the provisions of the Borough's COAH ordinance have been satisfied.

11. Insurance. It is recognized and understood that the City and the Borough participate in the Atlantic County Municipal Joint Insurance Fund ("JIF"). Final approval of this Agreement by the City and the Borough is subject to each obtaining proof of coverage by ACMJIF and that each will name the other as additional insured on any insurance policies it separately maintains. These policies shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions, and workers compensation with limits and deductibles as mutually agreed upon. Each party shall provide the other with a certificate of insurance setting forth the above coverage and naming the other as additional insured promptly upon the execution of this Agreement. In the event either the City or the Borough ceases to participate in the ACMJIF, such party shall provide alternative insurance comparable to the ACMJIF and subject to the reasonable approval of the other party.

12. Indemnification. Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other and each shall indemnify, defend, and hold the other harmless from all losses, injuries, or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless, or intentional acts or omissions.

13. Default; Remedies Upon Default. In the event either party defaults in the performance of any of its obligations under this Agreement, after thirty (30) days prior written notice and an opportunity to cure, the non-defaulting party shall be entitled to all remedies available at law, in equity, or both. Notwithstanding the above, the cure periods shall be extended past thirty (30) days if the default cannot be reasonably cured within such time period provided that the defaulting party is using reasonably diligent efforts to effectuate said cure. The non-defaulting party shall also be entitled to receive from the defaulting party all cost and expenses, including legal fees, as a result of such default.

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

If intended for the City:

City of Cape May
643 Washington Street
Cape May, NJ 08204

With a copy to:

City Solicitor:

City of Cape May
643 Washington Street
Cape May, NJ 08204

If intended for the Borough:

Borough of Cape May Point
215 Lighthouse Ave
Cape May Point, NJ 08212

With a copy to:

Borough Solicitor:

Borough of Cape May Point
215 Lighthouse Ave
Cape May Point, NJ 08212

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

15. Choice of Law; Choice of Venue, Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding choice of law rules thereof. Any and all actions to enforce or to interpret this Agreement shall be brought in the Superior Court of New Jersey, Cape May County. Each party shall comply with all applicable laws, as well as the Uniform Shared Services and Consolidation Act.

16. Dispute Resolution. The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

17. Waiver. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this Agreement or any of its provisions or any negotiations in connection therewith.

18. Termination. Either party may terminate this Agreement without cause by providing one hundred eighty (180) days written notice to the other party.

19. Entire Agreement; Miscellaneous Provisions.

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

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

C. This Agreement shall not be assigned or transferred.

D. In any case where the approval or consent of one party hereto is required, requested, or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

E. This Agreement may be executed, in duplicate counterparts, each of which shall be deemed an original.

F. The terms and conditions of this Agreement shall survive the termination hereof.

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

H. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

I. The parties acknowledge that this Agreement has been approved in form, content, and legality by the respective solicitors for the City and the Borough. The drafting of this Agreement was a joint effort with the Agreement to be construed against neither party.

IN WITNESS WHEREOF, the parties have hereunto caused their proper officers to sign and their respective corporate seals to be affixed hereto, the day and year first above written.

ATTEST:

CITY OF CAPE MAY, a municipal
corporation of the State of New Jersey

Patricia Harbora, City Clerk

Clarence F. Lear III, Mayor

ATTEST:

BOROUGH OF CAPE MAY POINT,
a municipal corporation of the
State of New Jersey

Elaine Wallace, City Clerk

Robert Moffatt, Mayor

**BOROUGH OF CAPE MAY POINT
COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

RESOLUTION NO. 110-19

AWARD OF EQUIPMENT MAINTENANCE AGREEMENT WITH CUMMINS INC.

WHEREAS, the Borough of Cape May Point has several generators at various public buildings for use in emergency situations; and

WHEREAS, the Borough wishes to enter into a 5-year service agreement with Cummins Inc to maintain said generators.

NOW, THEREFORE, BE IT RESOLVED the Commissioners of the Borough of Cape May Point do hereby award Planned Equipment Maintenance Agreement to Cummins Inc., 2727 Ford Road, Bristol, PA 19007, in the form attached, in the total amount of \$17,343.60 for the 5-year term.

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Mullock						
vanHeeswyk						
Moffatt						

Certification

I hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by a majority of full membership of the Board of Commissioners of the Borough of Cape May Point, County of Cape May, New Jersey, at a meeting held on November 14, 2019.

Municipal Clerk



**Sales and
Service**

9/30/2019

BORO OF CAPE MAY POINT
215 LIGHTHOUSE AVE
CAPE MAY POINT, NJ 08204
RE: Planned Maintenance Proposal

Dear Bill Gibson ,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Jennifer Dredge

Jennifer Dredge
Territory Manager
Office: (215) 285-9391
Cell: (215) 285-9391
Email: jennifer.a.dredge@cummins.com



Cummins Inc.
 2727 Ford Road
 Bristol, PA 19007-6805
 Phone: (215) 785-6005
 Fax: (215) 785-4099

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
BORO OF CAPE MAY POINT 215 LIGHTHOUSE AVE CAPE MAY POINT, NJ 08204 Customer #: 185231 Payment Type: Prepaid	Name: Bill Gibson Phone: 609-224-7015 Cell: Fax: E-mail: bgibson@capemaypoint.org	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	9/30/2019 11/29/2019 QT-8207 Jennifer Dredge 5 Year

Site Name: Boro of Cape May Point
 (215 LIGHTHOUSE AVE CAPE MAY POINT NJ 08204)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Boro of Cape May Point- Unit # 1	1	March	Inspection	1	\$365.00	\$365.00
Make: Onan	1	September	Full Service	1	\$700.00	\$700.00
Model: C50N6	Year 1 Total: \$1,065.00					
S/N: B180313494	2	March	Inspection	1	\$365.00	\$365.00
Size: 50kW	2	September	Full Service	1	\$700.00	\$700.00
ATS Qty: 1	Year 2 Total: \$1,065.00					
Notes:	3	March	Inspection	1	\$365.00	\$365.00
	3	September	Full Service	1	\$700.00	\$700.00
	Year 3 Total: \$1,065.00					
	4	March	Inspection	1	\$375.95	\$375.95
	4	September	Full Service	1	\$714.10	\$714.10
	Year 4 Total: \$1,090.05					
	5	March	Inspection	1	\$387.23	\$387.23
	5	September	Full Service	1	\$728.62	\$728.62
	Year 5 Total: \$1,115.85					

Site Name: BORO OF CAPE MAY POINT
 (215 LIGHTHOUSE AVE CAPE MAY POINT NJ 08212)

Unit Name:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Boro of Cape May Point- Unit # 2	1	March	Inspection	1	\$425.00	\$425.00
Make: Onan	1	September	Full Service	1	\$750.00	\$750.00
Model: 100.0DGDB	Year 1 Total: \$1,175.00					
S/N: A020327436	2	March	Inspection	1	\$425.00	\$425.00
Size: 100kW	2	September	Full Service	1	\$750.00	\$750.00
ATS Qty: 1	Year 2 Total: \$1,175.00					
Notes:	3	March	Inspection	1	\$425.00	\$425.00
	3	September	Full Service	1	\$750.00	\$750.00
	Year 3 Total: \$1,175.00					
	4	March	Inspection	1	\$430.85	\$430.85
	4	September	Full Service	1	\$772.50	\$772.50
	Year 4 Total: \$1,203.35					
	5	March	Inspection	1	\$436.88	\$436.88
	5	September	Full Service	1	\$795.67	\$795.67

Year 5 Total:\$1,232.55

Unit Boro of Cape May Point-
 Name: Unit # 3
 Make: Onan
 Model: 125.0DGEA
 S/N: K940561639
 Size: 125kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$425.00	\$425.00
1	September	Full Service	1	\$750.00	\$750.00
Year 1 Total:\$1,175.00					
2	March	Inspection	1	\$425.00	\$425.00
2	September	Full Service	1	\$750.00	\$750.00
Year 2 Total:\$1,175.00					
3	March	Inspection	1	\$425.00	\$425.00
3	September	Full Service	1	\$750.00	\$750.00
Year 3 Total:\$1,175.00					
4	March	Inspection	1	\$437.75	\$437.75
4	September	Full Service	1	\$772.50	\$772.50
Year 4 Total:\$1,210.25					
5	March	Inspection	1	\$450.88	\$450.88
5	September	Full Service	1	\$795.67	\$795.67
Year 5 Total:\$1,246.55					

Site Name:Boro of Cape May Point

(215 LIGHTHOUSE AVE CAPE MAY POINT NJ 08204)

Unit Firehouse- 414 Yale Dr.
 Name: Cape May Point, NJ 08212
 Make: Onan
 Model: C36 N6
 S/N: F140691167
 Size: 36kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	April	Inspection	1	\$0.00	\$0.00
1	October	Full Service	1	\$0.00	\$0.00
Year 1 Total:\$0.00					
2	April	Inspection	1	\$0.00	\$0.00
2	October	Full Service	1	\$0.00	\$0.00
Year 2 Total:\$0.00					
3	April	Inspection	1	\$0.00	\$0.00
3	October	Full Service	1	\$0.00	\$0.00
Year 3 Total:\$0.00					
4	April	Inspection	1	\$0.00	\$0.00
4	October	Full Service	1	\$0.00	\$0.00
Year 4 Total:\$0.00					
5	April	Inspection	1	\$0.00	\$0.00
5	October	Full Service	1	\$0.00	\$0.00
Year 5 Total:\$0.00					

Year 1 Total:*	\$3,415.00
Year 2 Total:*	\$3,415.00
Year 3 Total:*	\$3,415.00
Year 4 Total:*	\$3,503.65
Year 5 Total:*	\$3,594.95

Total Agreement Amount:* \$17,343.60

**Quote does not include applicable taxes*



Sales and Service

Cummins Inc.
2727 Ford Road
Bristol, PA 19007-6805
Phone: (215) 785-6005

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
BORO OF CAPE MAY POINT 215 LIGHTHOUSE AVE CAPE MAY POINT, NJ 08204 Customer #: 185231 Payment Type: Prepaid	Name: Bill Gibson Phone: 609-224-7015 Cell: Fax: E-mail: bgibson@capemaypoint.org	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	9/30/2019 11/29/2019 QT-8207 Jennifer Dredge 5 Year

Total Agreement Amount:*

\$17,343.60

**Quote does not include applicable taxes*

Comment:

Site Location:

Boro of Cape May Point

215 Lighthouse Ave.

Cape May Point, NJ 08204

Please Note: Semi-Annual Planned Maintenance Agreement consisting of (1) FSPM & (1) Inspection to be performed on the above listed equipment annually.

This agreement does not constitute "an all-inclusive" agreement. Pricing is for the quantity of specific service events listed above. Therefore, but not limited to, any additional service requests, additional repairs as quoted and approved by you, or emergency service requests will be billable to your account. The attached terms and conditions apply.

Unless otherwise noted; all services performed normal business hours between 7:30am - 3:30 pm Mon - Fri, excluding holidays.

All services performed by Cummins Factory Direct Certified Technicians utilizing factory authorized parts and materials suited for your specific equipment under standby use. All waste materials disposed in accordance with EPA / DEP Regulations. Reports submitted upon completion.

Please Note: This customer will be invoiced at the beginning of the PM Agreement on an ANNUAL basis.

For any questions or comments regarding this agreement please contact the following:

Jennifer Dredge- PM Sales Rep. @ 215-785-6005 x 67601 or jennifer.a.dredge@cummins.com

Thank you!!

Total Agreement Amount Does Not Include Applicable Taxes. Please call (855) 466-6293 or Email cpspm@cummins.com for invoice total prior to sending payment.

Please return signed agreement to:
Cummins Inc.
Attn: Planned Maintenance Department
155 Rittenhouse Circle

Bristol, Pa 19007
Phone: (855) 466-6293
Fax: (267) 552-6847
Email: cpspm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-8207)

Cummins Inc. Approval

Signature: _____

AP DPW Supervisor

Signature: _____

Date: _____

10/29/19

Date: _____