

**MINUTES OF MEETING
THE DELAWARE RIVER AND BAY AUTHORITY
Tuesday, September 17, 2013
Virden Center, University of Delaware
700 Pilottown Road
Lewes, Delaware 19958**

The meeting convened at 11:53 a.m. with Chairperson Hogan presiding.

The opening prayer was given by Reverend Dorn, followed by the Pledge of Allegiance led by the Executive Director.

Chairperson Hogan called on the Authority Assistant Secretary to read the meeting notice and take roll.

The Assistant Secretary announced that a notice of the meeting had been distributed to the offices of the Governor of New Jersey and the Governor of Delaware, to appropriate staff members and consultants, to the press in both States and to any other individuals who had indicated an interest in receiving a copy of the meeting notice.

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Commissioners from New Jersey

Commissioners from Delaware

PRESENT

James N. Hogan, Chairperson
Edward Dorn
Richard S. Mroz (via phone)

Shirley R. Wilson

William E. Lowe, Vice-Chairperson
Richard W. Downes
Fernando N. Guajardo
Samuel E. Lathem
Terri C. Murphy

ABSENT

Ceil Smith
Douglas Van Sant

Gary F. Traynor

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Chairperson Hogan called for the acceptance of the Agenda.

Commissioner Downes motioned to accept the Agenda, seconded by Commissioner Lathem, and the motion carried by a voice vote of 9-0.

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10706. APPROVAL OF THE JULY 16 2013 MINUTES

Commissioner Downes motioned to approve the July 16, 2013 meeting minutes, seconded by Commissioner Mroz, and unanimously approved by a voice vote of 9-0.

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10707. DELAWARE RIVER AND BAY AUTHORITY – TRAFFIC AND REVENUE SUMMARY.

The Chief Financial Officer (CFO) presented a chart showing Actual versus Projected Revenues for the Delaware Memorial Bridge, the Cape May-Lewes Ferry, Airports, Three Forts Ferry Crossing, and Food Services for the months of July and August.

Without objection, the charts were ordered filed with the permanent records of the Authority.

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10708. DELAWARE RIVER AND BAY AUTHORITY – STATEMENT OF INCOME AND EXPENSE.

The CFO presented a chart showing statements of income and expenses for the months of July and August with comparisons to the same period last year.

Without objection, the charts were ordered filed with the permanent records of the Authority.

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10709. DELAWARE RIVER AND BAY AUTHORITY – OPERATING EXPENSE BY DIVISION.

The CFO presented charts for July and August showing expenses by division for the quarter to date vs. the projected quarter and for year to date vs. total budget.

Without objection, the charts were ordered filed with the permanent records of the Authority.

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10710. DELAWARE RIVER AND BAY AUTHORITY – CAPITAL IMPROVEMENT PROGRAM.

The CFO presented charts for the months of July and August showing the capital budget for crossing and economic development projects and dollars committed to date for the projects. The charts also included cash expenditures spent to date for the committed projects.

Without objection, the charts were ordered filed with the permanent records of the Authority.

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10711. DELAWARE RIVER AND BAY AUTHORITY – CASH POSITION (MARKET VALUE) AS OF JULY AND AUGUST 2013.

The CFO presented charts indicating the cash fund balances for the entire Authority.

Without objection, the charts were ordered filed with the permanent records of the Authority.

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10712. AUTHORITY CUSTOMER TRENDS (ACT) REPORT

The CFO stated that the Authority Customer Trends (ACT) Report included in the financials allows management to view on a month-to-date basis trends in areas such as traffic, customer service, aircraft landings, and workplace incidents. Copies are distributed daily to employees via email and posted on bulletin boards for those without computers.

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10713. PUBLIC COMMENT ON ACTION ITEMS

Chairperson Hogan noted that there are six (6) contract awards, and ten (10) Resolutions to be considered today. All action items have been reviewed and recommended for consideration during today’s Committee meetings. He then called for public comments.

There were no public comments.

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10714. AWARD OF DREDGE DISPOSAL CAPE MAY TERMINAL – CONTRACT #CMLF-13-01

The COO noted that a public bid opening was held on August 20, 2013 in which one (1) bid was received. The COO and the Projects Committee recommended awarding the contract to Barnegat Bay in the amount of \$670,000.00. Dredging will begin November, 2013, and will be completed by December, 2013.

A motion to award Contract CMLF-13-01 to the aforementioned firm in the amount of \$670,000.00 was made by Commissioner Lathem, seconded by Commissioner Downes, and approved by a voice vote of 9-0.

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10715. AWARD OF T-HANGAR TAXIWAYS & ACCESS RD-RUNWAY 9-27 EXTENSION AND ASSOCIATED IMPROVEMENTS PACKAGE 1 – CONTRACT #DAP-06-01R

The COO noted that a public bid opening was held on July 19, 2013 in which five (5) bids were received. The contract involves the construction of new T Hangar Taxilanes, T-Hangar building foundations and a new access road. The COO and the Projects Committee recommended awarding the bid to the lowest responsive bidder, Diamond Materials of Wilmington, DE, in the amount of \$3,020,851.50 (Base Bid: \$2,597,601.50; Add Alt 2: \$423,250.00). The project is 90% FAA funded.

A motion to award Contract #DAP-06-01R to the aforementioned firm in the amount of \$3,020,851.50 was made by Commissioner Downes, seconded by Commissioner Dorn, and approved by a voice vote of 9-0.

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10716. AWARD OF TERMINAL APRON REHABILITATION AND EXPANSION, PHASE 1 – CONTRACT #MVA-12-01

The COO noted that a public bid opening was held on July 3, 2013 in which four (4) bids were received. The project will begin in November or early spring and will be completed in 2014. The COO and the Projects Committee recommended awarding the bid to the lowest responsive bidder, South State, Inc., of Bridgeton, NJ, in the amount of \$844,217.50.

A motion to award Contract #MVA-12-01 to the aforementioned firm in the amount of \$844,217.50 was made by Commissioner Downes, seconded by Commissioner Wilson, and approved by a voice vote of 9-0.

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10717. AWARD OF VARIABLE MESSAGE BOARDS REPLACEMENT & TRAFFIC MANAGEMENT SYSTEM- CONTRACT #DMB-10-04

The COO noted that a public bid opening was held on August 20, 2013 in which three (3) bids were received. The project consists of the removal and replacement of variable message board structures at the DMB and installation of DRBA furnished VMS panels, lane indicators, and electrical work. The COO and the Projects Committee recommended awarding the bid to the lowest responsive bidder, J. Fletcher Creamer & Son, Inc., of Folsom, NJ, in the amount of \$2,374,707.00.

A motion to award Contract #DMB-10-04 to the aforementioned firm in the amount of \$2,374,707.00 was made by Commissioner Lathem, seconded by Commissioner Downes, and approved by a voice vote of 9-0.

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10718. AWARD OF SNOW REMOVAL EQUIPMENT WITH ROTARY SNOW BLOWER – CONTRACT #PA-13-01

The COO noted that a public bid opening was held on June 6, 2013, in which six (6) bids were received. The high speed rotary snow blower replaces a 1982 snow blower. The lowest bidder was non-responsive. The second lowest bidder was deemed to be non-responsible and thus removed from consideration for award. The COO and the Projects Committee recommended awarding the bid to the responsive lowest bidder, Penn Jersey Machinery of Lionville, PA, in the amount of \$551,535.00.

A motion to award Contract PA-13-01 to the aforementioned firm was made by Commissioner Dorn, seconded by Commissioner Downes, and approved by a voice vote of 9-0.

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10719. AWARD OF SNOW REMOVAL EQUIPMENT WITH DISPLACEMENT PLOW – CONTRACT #PA-13-02

The COO noted that a public bid opening was held on June 6, 2013 in which two (2) bids were received. The 4x4 wheel dump body vehicle will replace a 1981 snow plow. The COO and the Projects Committee recommended awarding the bid to the lowest responsive bidder Penn Jersey Machinery of Lionville, PA, in the amount of \$345,845.00.

A motion to award Contract PA-13-02 to the aforementioned firm was made by Commissioner Wilson, seconded by Commissioner Dorn, and approved by a voice vote of 9-0.

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10720. CHAIRPERSON’S CALL FOR RESOLUTIONS BEFORE THE BOARD

RESOLUTION 13-29 - AUTHORIZING AUTHORITY EXPENDITURES PURSUANT TO RESOLUTION 01-84 FOR THE PERIOD, JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

WHEREAS, The Delaware River and Bay Authority (the “Authority”) adopted Resolution 01-84 requiring Commissioner review and approval of all Authority expenditures in excess of \$25,000; and

WHEREAS, the Authority anticipates expenditures at or over the \$25,000 amount to the following vendors:

DELAWARE RIVER & BAY AUTHORITY
PROJECTED VENDORS TO BE PAID OVER \$25,000
OPERATION EXPENDITURES
FOR THE PERIOD 1/1/13 THROUGH 12/31/13

VENDOR	SERVICE DESCRIPTION	DETERMINATION	APPROX. ESTIMATED \$
AmSan-CleanSource	Janitorial and cleaning supplies for vessels and terminals	State Contract	\$35,000
Fairlite Electric Supply Co.	Electrical supplies for vessels and terminals	State Contract	\$35,000
Farrell Roofing, Inc.	Roof replacement for Building 5, DMB Paint Shop	Quotes	\$46,000

VENDOR	SERVICE DESCRIPTION	DETERMINATION	APPROX. ESTIMATED \$
Foulke Management Corporation t/a Mall Chevrolet	Five (5) replacement vehicles	State Contract	\$127,000
Red the Uniform Tailor, Inc.	New and Replacement Police Uniforms	State Contract	\$35,000
The Rowland Company	Replacement bearings and clutches for vessels	Sole Source	\$35,000
United Electric Supply	Electrical supplies for Delaware Memorial Bridge offices and Wilmington/Philadelphia Airport	State Contract	\$35,000
Vistar/VSA	Convenience food items for resale on vessels and at terminals	Sole Source	\$37,500
W&O Supply, Inc.	Low-smoke thermoplastic piping for vessels	Sole Source	\$25,000

NOW, THEREFORE, BE IT RESOLVED, that the Authority authorizes expenditures to the above listed vendors for the described purposes and authorizes payment.

A motion to approve Resolution 13-29 was made by Commissioner Downes, seconded by Commissioner Lowe, and approved by a roll call vote of 9-0.

Resolution 13-29 Executive Summary Sheet

Resolution: Authorizing Authority Expenditures Pursuant to Resolution 01-84 for the period, January 1, 2013 through December 31, 2013.

Committee: Budget & Finance

Committee and Board Date: September 17, 2013

Purpose of Resolution:

Authorizes the expenditure of \$25,000 or greater with the identified vendors for the calendar year.

Background for Resolution:

The proposed Resolution meets the requirements of Resolution 01-84, whereby the Authority shall not enter into any contract committing the Authority to spend or make any other expenditures relating to services, material and supplies in the amount of \$25,000 or more unless it has first been approved by a vote of Commissioners.

Background for the specific purchases:

Janitorial and cleaning supplies for vessels and terminals

The Authority intends to purchase janitorial and cleaning supplies such as paper products, hand soap, floor stripper and wax, rug cleaning products, mops, brooms, etc., for the ferry vessels through contract pricing as awarded to AmSan-CleanSource by State Contract.

Electrical supplies for vessels and terminals

The Authority intends to purchase electrical equipment and supplies for its vessels and terminal buildings through State Contract pricing as awarded to Fairlite Electric Supply Company. Supplies to be purchased include items such as Bulbs, Boxes and Covers, Ballasts, Wire Cable and Cords, Conduit, Raceways, Fuses,

Electrical Fittings, Tapes, Solders, Terminations, Transformers, Lighting Fixtures, Motor Controls, and Fans and Blowers.

Roof replacement for Building 5, DMB Paint Shop

The Authority must replace the rubber roof system on Building 5 at the DMB facility. The DRBA solicited three (3) quotes for labor, materials, and equipment and received responses from Farrell Roofing, Inc. (\$46,000), H.K. Griffith (\$54,400), and Tri-State Roofers (\$55,025). Farrell Roofing, Inc. submitted the lowest responsive bid.

Five (5) replacement vehicles

The Authority evaluates its vehicles and equipment for replacement according to written replacement criteria. The Authority has determined that five (5) of its Ford Crown Victoria Police Interceptor vehicles have exceeded their useful life, meet the Authority replacement criteria, and require replacement. Each vehicle will be replaced with a Chevrolet Tahoe Police Pursuit Vehicle 4x2. Foulke Management Corporation, t/a Mall Chevrolet, offers the best State Contract price of \$25,219 for the replacement vehicles. The vehicles that have exceeded their useful life will be sold at public auction.

New and Replacement Police Uniforms

The Authority intends to purchase new and replacement Police Uniforms to be utilized by all sworn personnel at the Delaware Memorial Bridge, Lewes, and Cape May Police Troop locations. Purchases will include replacement and upgrade of Police Uniform materials and supplies that have reached their useful wear expectancy, and to uniform newly hired Officers.

Replacement bearings and clutches for vessels

The Authority's vessel operations require the purchase of Thordon brand bearings for vessel steering gear and Eaton Airflex brand clutch parts for vessel reduction gears. The distribution of these products within our area of operations is authorized exclusively to the Rowland Company.

Electrical supplies for Delaware Memorial Bridge Offices and Wilmington/Philadelphia Airport

The Authority intends to purchase electrical equipment and supplies for use at the Delaware Memorial Bridge office complex and the Wilmington/Philadelphia Regional Airport through State Contract pricing as awarded to United Electric Supply. Supplies to be purchased include items such as bulbs, lighting fixtures, panel boxes, covers, ballasts, wire, cable, circuit breakers and all miscellaneous electrical components.

Convenience food items for resale on ferry and at terminals

The Authority purchases convenience food items from vending products suppliers for resale on its ferry and within its terminals. The Authority and has recently been forced to switch to Vistar/VSA due to the inability of our previous frozen products supplier to meet FDA temperature standards, as well as having a high minimum order amount. Vistar/VSA is currently the only identified vendor that carries one of our best sellers, Nacho Cheese Cups, part of a "Nacho" combo that includes a bag of tortilla chips, salsa and the cheese cup. Vistar/VSA and our previous vendor are the only vendors who carry pre-packaged Big Angus burgers and Nathan's hot dogs, which are offered for sale on the boats as a hot food option. Vistar/VSA and our previous vendor are the only suppliers who carry frozen Tastycakes and vending machine candies.

Low-smoke thermoplastic piping for vessels

The Authority requires the purchase of thermoplastic piping for use in the void areas of its vessels. W&O Supply, Inc. is the only North American distributor of a commercially available thermoplastic piping system that is approved for marine applications by the United States Coast Guard, and meets requirements for flame spread, low smoke, and toxicity.

Background for Determination category:

Quotes: Quotes items are purchases that are anticipated to be between \$25,000 and \$49,999 for the year for which the Authority has solicited written quotes. Resolution 98-31 (paragraph 4) provides that purchases “more than \$25,000 but less than \$50,000 in the aggregate require the solicitation of three written quotes or all available sources, whichever is less...”

State Contracts: Resolution 98-31, as amended by Resolution 11-36 (paragraph 2, subsection a) provides that “[t]his [competitive bidding] provision shall not apply to purchases by the Authority from suppliers in cases where the Authority is purchasing at prices pursuant to contracts awarded by the States of Delaware or New Jersey for state agencies.

Sole Source: Sole source items are goods and services that the Authority requires that cannot be provided by another source. Resolution 98-31 (paragraph 2, subsection f) provides that “[a] contract may be awarded without competition if the General Manager or Director of Operations of an Authority facility, or Police Administrator, prior to procurement, determines in writing that there is only one source for the required contract”.

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RESOLUTION 13-30 – RESCINDS RESOLUTION 13-18 AND AUTHORIZES A CONTRACT BETWEEN THE AUTHORITY AND JACKSON CROSS PARTNERS, LLC TO PROVIDE GENERAL REAL ESTATE BROKERAGE SERVICES

WHEREAS, The Delaware River and Bay Authority (the “Authority”) is a bi-state Authority of the State of Delaware and the State of New Jersey created by Compact that owns, operates and controls the Delaware Memorial Bridge and the Cape May-Lewes Ferry among other facilities throughout Delaware and New Jersey; and

WHEREAS, the Authority desires to retain a qualified real estate brokerage firm to provide general real estate brokerage services (the “Services”); and

WHEREAS, the term of such Services is for three (3) years with the Authority to have the option to renew the agreement for one (1) consecutive, additional year; and

WHEREAS, the contract includes provisions for both commission and non-commission Services; and

WHEREAS, the not-to-exceed limit (“NTE”) for non-commission services for the initial three (3) year term is \$150,000 and the NTE for the one (1) optional year renewal is \$50,000; and

WHEREAS, there is no NTE for commission services because the Authority has not identified which properties, if any, will require services under this contract and the contract specifies that commission will be negotiated on a case-by-case basis for rates that the Authority believes to be fair and reasonable for the type of commission service provided; and

WHEREAS, the Authority publicly advertised and issued a Request for Proposal (RFP) for the required Services in compliance with Resolution 98-31, as amended by Resolution 09-52, which governs the procedure for the procurement of professional services; and

WHEREAS, the Authority received and evaluated two (2) proposal submissions pursuant to the aforementioned requirements; and

WHEREAS, the Authority short-listed both candidates, conducted oral interviews and graded both firms as having nearly equal qualifications; and

WHEREAS, subsequent to the approval of Resolution 13-18, the Authority and the firm designated first on the preference list were unable to reach final terms to execute an agreement; and

WHEREAS, Jackson Cross Partners, LLC (“Jackson Cross Partners”) is the preferred successor; and

WHEREAS, Jackson Cross Partners will be compensated for its Services pursuant to the terms of the contract and the attached cost proposal dated August 21, 2013; and

WHEREAS, the Authority’s Budget and Finance Committee reviewed the recommendation and concurs with the evaluation.

NOW, THEREFORE, BE IT RESOLVED, that Resolution 13-18 is rescinded and the Executive Director is hereby authorized to finalize the terms and conditions of a contract with Jackson Cross Partners, LLC to provide General Real Estate Brokerage Services and have such Agreement, upon the review and advice of counsel, executed by the Chairperson, Vice Chairperson and Executive Director.

A motion to approve Resolution 13-30 was made by Commissioner Lathem, seconded by Commissioner Dorn, and approved by a roll call vote of 9-0.

Resolution 13-30 Executive Summary Sheet

Resolution: Authorizing the Authority to enter into an agreement with Jackson Cross Partners, LLC to provide General Real Estate Brokerage Services.

Committee: Budget & Finance Committee

Committee Date: September 17, 2013

Board Date: September 17, 2013

Purpose of Resolution: The DRBA expects from time-to-time to have a need for professional advice, assistance and representation with respect to real estate matters including, but not limited to the sale of DRBA property, the leasing of DRBA property, and the purchase or lease of new property.

This Agreement includes provisions for both commission and non-commission services. Commission Services may include but are not limited to developing a disposition strategy, developing and executing marketing plans, managing the negotiations and sale, purchase or lease of property. Commission will be negotiated on a case by case basis.

Non-Commission Services may include but are not limited to:

- Performing market surveys and research
- Performing financial analyses
- Preparing cost benefit analyses
- Performing competitive market analyses
- Tenant prospecting

- Strategic planning
- Sales strategy
- Lease file review and imaging
- Performing operating expenses audits
- Providing due diligence support

Background for Resolution:

The proposed Resolution meets the requirements of Resolution 98-31, as amended by Resolution 09-52, to procure and award professional services.

The Authority received two (2) written proposals and short-listed and conducted oral interviews with both of the following firms:

Jackson Cross Partners, LLC
 Jones Lang LaSalle Americas, Inc.

Both firms were graded as having excellent qualifications. Jones Lang LaSalle Americas, Inc. was the highest ranking firm following oral interviews, however they failed to execute an agreement subsequent to the approval of Resolution 13-18. Having excellent qualifications, Jackson Cross Partners is the preferred successor to be considered for award. The Authority compared their rates with the rates of the other short-listed candidate and determined that the rates were fair and reasonable.

The term of such services is for three (3) years with the Authority to have the option to renew the agreement for one (1) consecutive, additional year.

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RESOLUTION 13-31 – EASEMENT AGREEMENT WITH CHESAPEAKE UTILITIES

WHEREAS, The Delaware River and Bay Authority (the “Authority”), owns a parcel of land (T.ML#3-35-8.12.78-00) located in Sussex County, Delaware within an area referred to as the CMLF Maintenance Garage; and

WHEREAS, Chesapeake Utilities (“Chesapeake”) desires to install a gas main through the property in order to extend its’ utility system and to provide utility services to the Authority premises and to other premises, users and residences; and

WHEREAS, the granting of said easement shall have no impact on the Authority’s future ability to develop the site, and

WHEREAS, the Authority desires to enter into an easement agreement with Chesapeake to formalize the parties’ rights and obligations with respect to Chesapeake’s easement through this parcel.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Gas Main Easement Agreement with Chesapeake and, with the advice and consent of counsel, to have such Gas Main Easement Agreement executed by the Chairperson, Vice Chairperson, and the Executive Director.

A motion to approve Resolution 13-31 was made by Commissioner Dorn, seconded by Commissioner Lathem, and approved by a roll call vote of 9-0.

Resolution 13-31 Executive Summary Sheet

Resolution: Authorizing the Executive Director to execute a Gas Main Easement Agreement with Chesapeake Utilities at the Authority’s CMLF Maintenance Garage

Committee: Projects Committee

Committee Date: September 17, 2013

Board Date: September 17, 2013

Purpose and Background for Resolution:

Authorizes the Executive Director, Chairman and Vice Chairman to execute and deliver an easement on the Authority’s CMLF Maintenance Garage located along Freeman Highway. This will allow Chesapeake Utilities to extend their utility services and provides access to the utility to the DRBA maintenance garage and multiple residences in the City of Lewes.

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RESOLUTION 13-32 - EASEMENT AGREEMENT WITH THE STATE OF DELAWARE DEPARTMENT OF TRANSPORTATION AND THE RIVERFRONT DEVELOPMENT CORPORATION

WHEREAS, The Delaware River and Bay Authority (the “Authority”) owns property located at 3 South Orange Street, Wilmington, Delaware, commonly referred to as the Riverfront Market (the “Market”); and

WHEREAS, the Riverfront Development Corporation (the “RDC”) and the Delaware Department of Transportation (“DELDOT”) entered into an agreement for the construction of a permanent walkway along the river known as the Christina Riverfront Riverwalk (the “Riverwalk”); and

WHEREAS, DELDOT, by and through the RDC, have constructed and maintained the Riverwalk along with an associated boat dock (the “Dock”) along the northerly bank of the Market property; and

WHEREAS, the RDC conveyed the Market to the Authority in June, 2000 with neither a declaration of easement or an easement agreement for the Riverwalk or Dock being recorded against the Market; and

WHEREAS, the Authority, RDC, and DELDOT desire to enter into an easement agreement in which the RDC bears all costs and responsibility for maintenance of the Riverwalk and Dock for the purpose of use by the general public along the Riverwalk and Dock; and

WHEREAS, the easement will encompass approximately .431 acres.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Easement Agreement with the RDC and DELDOT, with the advice and consent of counsel, to have the Easement Agreements executed by the Chairperson, Vice Chairperson and the Executive Director.

A motion to approve Resolution 13-32 was made by Commissioner Lowe, seconded by Commissioner Dorn, and approved by a roll call vote of 9-0.

Resolution 13-32 Executive Summary

Resolution: Authorizes the Easement Agreements with the Delaware Department of Transportation (DELDOT) and Riverfront Development Corporation (RDC) at the Riverfront Market.

Committee: Economic Development

Committee Date: September 17, 2013

Board Date: September 17, 2013

Background for Resolution:

The RDC, through DELDOT has constructed the Christina Riverfront Riverwalk (“Riverwalk”) along the Christina River. In June, 2000, the DRBA purchased the Riverfront Market (“Market”) from the RDC. A portion of the Riverwalk had been constructed, along with a boat dock, on the Market property. An easement for the Riverwalk and associated boat dock was never recorded. This easement will codify the use of and responsibility for the Riverwalk and boat dock.

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RESOLUTION 13-33 - LEASE AGREEMENT BETWEEN THE DELAWARE RIVER AND BAY AUTHORITY AND MAVERICK AIR, LLC. AT THE NEW CASTLE AIRPORT

WHEREAS, The Delaware River and Bay Authority (the “Authority”), is the operator of the New Castle Airport (“Airport”); and

WHEREAS, Maverick Air, LLC (“Maverick”) desires to lease approximately 5,000 sq.ft of hangar space and 2,800 square feet of office/shop space located at 137 N. DuPont Hwy. commonly referred to as Hangar A at the Airport; and

WHEREAS, Maverick has agreed to pay the Authority annual rental in the amount of One Hundred Twenty-Six Thousand Five Hundred Twenty-Eight Dollars 72/100 (\$126,528.72); and

WHEREAS, the initial term of the lease agreement (“Agreement”) is for one (1) year; and

WHEREAS, Maverick shall have the option of renewing the Agreement for three (3) one (1) year periods; and

WHEREAS, rent shall be adjusted at the beginning of each option period by the Consumer Price Index (CPI).

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Lease Agreement with Maverick and, with the advice and consent of counsel, to have such Agreement executed by the Chairperson, Vice Chairperson and the Executive Director.

A motion to approve Resolution 13-33 was made by Commissioner Lathem, seconded by Commissioner Murphy, and approved by a roll call vote of 9-0.

Resolution 13-33 Executive Summary

Resolution: Authorizing the Execution of a Lease Agreement between the Delaware River and Bay Authority and Maverick Air LLC, regarding New Castle Airport

Committee: Economic Development

Committee Date: September 17, 2013

Board Date: September 17, 2013

Purpose of Resolution:

To permit the Executive Director, Chairman and Vice Chairman to execute and deliver a lease agreement for space at the New Castle Airport.

Background for Resolution:

The Delaware River and Bay Authority owns a hangar facility located at 137 North DuPont Hwy. The hangar totals approximately 15,000 sq.ft of hangar and 2,800 sq.ft. of office/shop space. Maverick LLC wishes to lease approximately 35% this hangar space from the Authority to house corporate aircraft.

An updated appraisal was completed in January of 2013 and this rental rate meets the FMV. Tenant has been an occupant of this hangar space since the fall of 2001.

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RESOLUTION 13-34 – LEASE AGREEMENT BETWEEN THE DELAWARE RIVER AND BAY AUTHORITY AND GLASSTOWN BREWERY LIMITED LIABILITY COMPANY AT THE MILLVILLE AIRPORT

WHEREAS, The Delaware River and Bay Authority (the “Authority”), is the operator of the Millville Airport (“Airport”), Millville, New Jersey; and

WHEREAS, Glasstown Brewery LLC (“Glasstown”) desires to lease approximately 2,816 square feet of space in a building located at the Millville Airport, commonly referred to as Building 10 Maintenance Garage; and

WHEREAS, Glasstown has agreed to pay the Authority annual rent in the amount of Six Thousand Three Hundred Dollars (\$6,300.00); and

WHEREAS, the initial term of the Lease Agreement (“Agreement”) is for one (1) year; and

WHEREAS, Glasstown, with the consent of the Authority, shall have the option of renewing this Agreement for three (3) option periods of one (1) year each; and

WHEREAS, rent during each option period shall be increased by the Consumer Price Index (CPI).

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Agreement with Glasstown Brewery, LLC and, with the advice and consent of counsel, to have such Agreement executed by the Chairperson, Vice Chairperson, and the Executive Director.

A motion to approve Resolution 13-34 was made by Commissioner Lowe, seconded by Commissioner Dorn, and approved by a roll call vote of 9-0.

Resolution 13-34 Executive Summary Sheet

Resolution: Authorizing the Executive Director to execute a Lease Agreement with the Glasstown Brewery, LLC

Committee: Economic Development

Committee Date: September 17, 2013

Board Date: September 17, 2013

Purpose and Background for Resolution:

The Glasstown Brewery, LLC would like to lease approximately 2,816 square feet of space in a building commonly referred to as Building 10. The initial rental rate is based upon an appraisal. This unit has been used by the airport for storage and never leased. This building was appraised in 2006. Rent will be adjusted each renewal year by the consumer price index. The tenant will be using the facility to start a craft micro-brewing operation.

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RESOLUTION 13-35 –FIRST AMENDMENT TO LEASE AGREEMENTS BETWEEN THE DELAWARE RIVER AND BAY AUTHORITY AND CLEAR CHANNEL OUTDOOR

WHEREAS, The State of Delaware(“Delaware”) was the owner of certain real property located in the New Castle Hundred, New Castle County, State of Delaware and identified as County Tax Parcel No. 10-014.00-070(part) (the “Property”); and

WHEREAS, Delaware, through its division, Delaware Transit Corporation (“Transit”), entered into certain Lease Agreements (“Agreements”) (#’s 102-20314 & 102-20315) for a portion of the property , dated February 4, 2004 with Clear Channel Outdoor and

WHEREAS, by deed dated August 30, 2010, Delaware transferred title to the Property to the Delaware River and Bay Authority (the “Authority”); and

WHEREAS, the parties wish to formally acknowledge the transfer of the Property to the Authority and the substitution of the Authority for Delaware Transit Corporation in the Leases; and

WHEREAS, Clear Channel Outdoor’s current lease expires September 15, 2013; and

WHEREAS, Clear Channel Outdoor shall have the right to renew these Agreements for four (4) additional ten (10) year terms; and

WHEREAS, Clear Channel Outdoor wishes to renew both of the existing Agreements for an additional ten (10) years;

WHEREAS, Clear Channel agrees to pay Six Thousand Dollars (\$6,000.00) annually for each billboard during the initial term; and

WHEREAS, rent during each year of the renewal term shall increase by 2.5%.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Agreements with Clear Channel Outdoor and, with the advice and consent of counsel, to have such Agreements executed by the Chairperson, Vice Chairperson, and the Executive Director.

A motion to approve Resolution 13-35 was made by Commissioner Downes, seconded by Commissioner Wilson, and approved by a roll call vote of 9-0.

Resolution 13-35 Executive Summary Sheet

Resolution: Authorizing the Executive Director to execute First Amendments to Lease Agreements with Clear Channel Outdoor.

Committee: Economic Development

Committee Date: September 17, 2013

Board Date: September 17, 2013

Purpose and Background for Resolution:

The State of Delaware transferred a 2.77 acre parcel to the Authority in 2010 in relation to a road construction project. The Delaware Transit Corporation had executed leases with Clear Channel Outdoor for the erection of two advertising billboards on the parcel. This resolution acknowledges the leases and their transfer to the Authority. It also modifies the agreements to create a specific number of renewal terms and adjusts the rent for the space to \$6,000 a year annual rent for each billboard.

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RESOLUTION 13-36 - FOURTH AMENDMENT OF THE GROUND LEASE AND THE MEMORANDUM OF GROUND LEASE BETWEEN THE STATE OF DELAWARE AND THE DELAWARE RIVER AND BAY AUTHORITY AT THE DELAWARE AIRPARK

WHEREAS, The Delaware River and Bay Authority (the “Authority”) is the operator of the Delaware Airpark (“Airport”) pursuant to that certain Ground Lease, dated July 31, 2000, between the State of Delaware (“State”) and the Authority, a Memorandum of which was recorded in the Office of the Recorder of Deeds in and for Kent County to give notice of the existence of the Lease (“Ground Lease”); and

WHEREAS, through a Master Planning process it has been determined to be necessary for future airport development and growth to acquire additional lands surrounding the Airport; and

WHEREAS, the State as the Landowner of the Airport has acquired several parcels of land surrounding the Airport; and

WHEREAS, the Federal Aviation Administration provided 95% of the financing for the acquisition through federal grants acquired by the State with the State of Delaware Paying the additional 5% match; and

WHEREAS, the Authority and the State have agreed to amend the Ground Lease to add the land listed below acquired by the State to the definition of the Demised Premises in addition to those parcels already approved by Resolution 06-08 and 06-33, 09-37 and 11-07

Wetlands Mitigation Easement	41.305 acres
Easement 11	20.6952 acres
Gulf Star Property	39.797 acres; and

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Amendment to the Ground Lease and Memorandum of the Ground Lease and, with the advice and consent of counsel, to have such amendments executed by the Chairperson, Vice Chairperson, and the Executive Director.

A motion to approve Resolution 13-36 was made by Commissioner Dorn, seconded by Commissioner Murphy, and approved by a roll call vote of 9-0.

Resolution 13-36 Executive Summary Sheet

Resolution: Authorizing the Executive Director to execute a Lease Amendment and a Memorandum of Ground Lease with the State of Delaware.

Committee: Economic Development

Committee Date: September 17, 2013

Board Date: September 17, 2013

Purpose and Background for Resolution:

The State of Delaware acquired land directly adjacent to the Delaware Airpark in support of a Master Plan that was developed for the growth and expansion of the airport. The parcels were obtained for development needs and safety zone buffers as required by the FAA. No other parcel acquisitions are planned at this time.

* * * * *

RESOLUTION 13-37 - LEASE AMENDMENT BETWEEN THE DELAWARE RIVER AND BAY AUTHORITY AND AIRPARK LLC, AT THE NEW CASTLE AIRPORT

WHEREAS, The Delaware River and Bay Authority (the “Authority”), is the operator of the New Castle Airport, New Castle, Delaware; and

WHEREAS, Airpark LLC (“Airpark”) currently leases approximately 2.851 acres of land at the New Castle Airport (the “Property”); and

WHEREAS, Airpark has constructed additional improvements on the Property and has asked the Authority to amend the existing lease to add an additional 5,440 sq.ft. of land to their existing leasehold; and

WHEREAS, the additional land will aid in the management of storm water runoff and will improve aircraft handling; and

WHEREAS, Airpark has agreed to pay an additional Three Thousand Five Hundred and Thirty-Six Dollars 00/100 (\$3,536.00) per year.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to finalize the terms and conditions of the Lease Amendment with Airpark and, with the advice and consent of Counsel, to have such Lease Amendment executed by the Chairperson, Vice Chairperson and the Executive Director.

A motion to approve Resolution 13-37 was made by Commissioner Lowe, seconded by Commissioner Downs, and approved by a roll call vote of 9-0.

Resolution 13-37 Executive Summary

Resolution: Authorizing the Execution of a Lease Amendment with Airpark, LLC at the New Castle Airport.

Committee: Economic Development

Committee Date: September 17, 2013

Board Date: September 17, 2013

Resolution Purpose and Background:

In 2003, Airpark LLC constructed a new hangar facility on their leasehold. In order to aid in some storm water management issue and to improve aircraft handling on their ramp, Airpark LLC asked the Authority to lease them additional land that would allow them to “square off” their lease parcel. The Authority had no objection and an agreement was prepared,

the improvements have been made and the tenant has been paying rent. In a recent review of the files it was noted that the draft amendment was never finalized. This amendment will formalize the agreement that has been in place since 2004.

* * * * *

RESOLUTION 13-38 APROVING OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF CAPE MAY, THE DELAWARE RIVER AND BAY AUTHORITY, AND THE TOWNSHIP OF LOWER REGARDING REAL ESTATE TAXES WITHIN THE CAPE MAY COUNTY AIRPORT

WHEREAS, the Cape May County Airport (hereinafter "Airport"), located in the Township of Lower (hereinafter "Township"), County of Cape May, and State of New Jersey, is owned by the County of Cape May (hereinafter "County"); and

WHEREAS, pursuant to a certain Acquisition Agreement, dated as of December 15, 1998, by and between The Delaware River and Bay Authority (hereinafter "Authority") and the County, the Authority agreed to assume operation and control of certain parcels of land and improvements at the Airport and further agreed to operate and manage the Airport and related facilities and to administer various leases relating to tenants at the Airport; and

WHEREAS, the County and Authority entered into that certain Ground Lease dated as of June 8, 1999, a memorandum of which was recorded on June 9, 1999 in the Office of the Clerk of Cape May County in Book 2809, Page 0584, pursuant to which the County leased to the Authority and the Authority leased from the County certain parcels of land and improvements legally described therein as the "Demised Premises" which are located at the Airport; and

WHEREAS, Cape May County, Lower Township, and the Authority have held different opinions on the handling of real estate taxes due at the Demised Premises; and

WHEREAS, since at least 2006, all parties have attempted to amicably resolve the dispute relating to unpaid real estate taxes; and

WHEREAS, the County, Lower Township, and the Authority wish to advance all the purposes outlined in the Memorandum of Agreement ("MOA") attached hereto as Exhibit "A" cooperatively and in harmony with each other party thereto recognizing the objectives of the other and wish to avoid the time, expense, uncertainty and aggravation of continuing to dispute this issue; and

WHEREAS, the parties to the MOA have reviewed it and provided comments to same.

NOW, THEREFORE, BE IT RESOLVED, that the form and provisions of the MOA are hereby approved and that the Chairperson, Vice Chairperson and Executive Director are hereby authorized to execute and deliver the MOA in substantially the form attached hereto as Exhibit "A" with such changes therein as Counsel may advise and they may approve, such approval to be conclusively evidenced by the execution and delivery of the MOA.

Resolution 13-38

EXHIBIT A

MEMORANDUM OF AGREEMENT REGARDING REAL ESTATE TAXES

This Memorandum of Agreement (hereinafter "MOA") is entered into as of the date this MOA is fully executed, by and between the County of Cape May; The Delaware River and Bay Authority; and the Township of Lower.

- A. The Cape May County Airport and Industrial Park (hereinafter "Leasehold Property"), located in the Township of Lower (hereinafter "Township"), County of Cape May (hereinafter "County"), and State of New Jersey, is owned by the County.

- B. The Delaware River and Bay Authority (hereinafter "Authority") was duly created pursuant to the Delaware-New Jersey Compact, 17 Del. C. § 1701 and 1\1, J. S .A. 32:11E-1, et. seq. (the "Compact"). Among the purposes of the Authority is the undertaking of projects which advance the economic growth and development within the counties of Delaware and New Jersey which border the Delaware River and Bay by providing for, planning and engaging in projects which will enhance the future economic growth and development of those areas.
- C. Pursuant to an Acquisition Agreement dated December 15, 1998 (the "Acquisition Agreement"), executed by and between the Authority and the County, the Authority agreed to assume operation and control of certain parcels of land and improvements at the Leasehold Property and further agreed to operate and manage the Leasehold Property and related facilities and to administer various leases relating to tenants at the Leasehold Property.
- D. The County and Authority entered into a Ground Lease dated June 8, 1999 (the "Ground Lease"), a memorandum of which was recorded on June 9, 1999 in the Office of the Clerk of Cape May County in Book 2809, Page 0584, pursuant to which the County leased to the Authority certain parcels of land and improvements located at the Leasehold Property described therein as the "Demised Premises." The Ground Lease is for a thirty (30) year term with two automatic thirty (30) year renewals subject to certain rights to elect non-renewal as set forth therein.
- E. From time to time since at least 2006, the Township sought to collect, from the County and/or Authority, unpaid real estate taxes due from delinquent tenants at the Leasehold Property.
- F. The Township claims that the County and/or the Authority are obligated to pay all delinquent taxes if a tenant defaults in payment of same.
- G. The County claims that if any real estate taxes are due, the Authority is liable to pay same.
- H. The County further claims that the Authority must reimburse it for real estate taxes it pays to the Township pursuant to the County's interpretation of the Acquisition Agreement.
- I. The County claims that, since at least 2009, it paid the Township in excess of \$49,000.00 for real estate taxes on behalf of delinquent tenants at the Leasehold Property.
- J. The Authority claims that pursuant to law and/or the Compact, there is no basis to impose real estate taxes on tenants at the Leasehold Property under these circumstances and, in any event, the Authority is not liable for real estate taxes.
- K. The Authority further claims that it is not liable for any real estate taxes pursuant to the Acquisition Agreement.
- L. The parties' respective positions regarding these real estate taxes issues have been memorialized in various extensive correspondence since at least as early as 2006, all of which is incorporated by reference herein as if fully set forth at length.
- M. Since at least 2006, the parties have attempted to amicably resolve this dispute.
- N. The parties share a common goal to promote economic development and growth in the County and the Township.
- O. The parties recognize that to achieve this goal it is critical to maintain tenants at the Leasehold Property and attract tenants to the Leasehold Property.
- P. The businesses operated by tenants lead to employment, traffic and commerce to stimulate economic development and growth.
- Q. According to the Authority, the existing tenants at the Leasehold Property employ approximately thirty (30) people on both a full-time and part-time basis.
- R. Many of the businesses operated by the existing tenants at the Leasehold Property provide

services essential to aircraft operators and passengers, visitors and neighbors such as food and car rental.

- S. In order to avoid the time, expense, and uncertainty of continuing to dispute the real estate tax issues and to focus their respective resources on promoting economic development and growth, the parties engaged in extensive cooperative communications in an attempt to resolve this dispute.
- T. The parties have agreed to resolve this dispute using a notice and collection procedure to be implemented in accordance with the terms of this MOA.
- U. The parties wish to advance all the purposes in this MOA cooperatively and in harmony with each party recognizing the objectives of the other and wish to avoid the time, expense, and uncertainty of continuing to dispute this issue.
- V. Pursuant to the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et. seq., local government units, including Townships and Counties, are authorized to jointly to enter into agreements pursuant to the provisions of that statute.
- W. In order to allow for the objectives of the parties to advance, the parties agree to the terms of this MOA and recognize that these provisions are binding on all parties and their successors, heirs and assigns.

NOW, THEREFORE, in consideration of the following promises and covenants and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The Recitals set forth above are incorporated in the body of this MOA as if fully set forth at length.
2. The parties agree to cooperatively address the interest of their entities and constituents as outlined in this MOA and agree that there are no outstanding real estate taxes due and owing at the time of the execution of this MOA.
3. The initial term of this MOA is for four (4) years with successive renewals of three (3) years as set forth in Section 4. This initial four (4) year term of this MOA commences upon the latest date of the passage of the appropriate approvals/resolutions/ordinances by the parties hereto,
4. This MOA will automatically renew for additional three (3) year terms unless one or more of the parties provide written notice as required herein within sixty (60) days of the beginning of the last full year of each term to all other parties.
5. Within thirty (30) days after this MOA is fully executed, the Authority will issue a one-time notice to all tenants reminding them to timely pay real estate taxes imposed by the Township.
6. The Authority agrees to quarterly provide, in written form, to both the County and the Township contacts noted below, an updated list of current tenants and the duration of each tenant's leasehold. The Authority will provide an updated list to the County and Township of a tenant vacating the property within thirty (30) days of the knowledge thereof.
7. Unless the tenant is evicted or vacates in breach of the lease, the Township, upon receipt of the aforesaid notification, will remove the property from the Township's tax rolls effective as of the 1st day of the next calendar month following said vacation. The parties agree that no taxes for the intervening period (consisting of the date the tenant vacates the property to the first day of the next calendar month) will be due and owing to or from any party or tenant. If the tenant is evicted or vacates in breach of the lease, the property will remain on the tax rolls until said lease would have expired; provided, however, that the Township may only seek payment of any real estate taxes for the term of the lease solely from the tenant and not the County and/or Authority and the Township will not assert any liens related thereto.
8. If the opportunity to amend any existing tenant leases presents itself and subject to the tenant's consent thereto, the Authority agrees to attempt to modify the language in such leases to include an acknowledgement by the tenant that the Township reserves any right to

pursue legal action against the tenant for any real estate taxes due and owing to the Township. For any new leases (excluding renewals) the Authority enters into after the date this MOA is fully executed, the Authority agrees to include language in such leases whereby the tenant acknowledges that the Township reserves any right to pursue legal action against the tenant for any real estate taxes due and owing to the Township. Notwithstanding any right the Township has to pursue legal action against any tenant for delinquent real estate taxes, the Township shall not at any time seek any payment of any real estate taxes from the County or Authority which allegedly accrued or were imposed during the time that the MOA is/was in effect or assert any liens based on such accrued or imposed real estate taxes. The Township acknowledges that its sole means of recourse to collect real estate taxes that allegedly accrued or were imposed during the time that this MOA is/was in effect, is against the tenants and not the County or Authority. The determination as to whether to pursue legal action will lie solely with the Township. The Township will provide the County and Authority contacts notice of any legal action it pursues against any tenant.

9. The Township will, upon notification from the Authority, make an added assessment for any property that is not on the assessment list as of January 1 of any year of this MOA but becomes occupied at any point during the tax year on a pro-rata basis.
10. The Township will send to the County and Authority contacts copies of any delinquent notices sent to any tenants which notices are typically sent quarterly and once at the end of the year.
11. This MOA may be executed in any number of original or telecopied counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall constitute one and the same instrument.
12. The contact person for the Authority will be the Property Manager or designee.
 - a. Property Manager: Michelle Griscom
 - i. Phone Number: (302) 571-6482
 - ii. Fax Number: (302) 571-6479
 - iii. [Email: michelle.griscom@drba.net](mailto:michelle.griscom@drba.net)
 - b. Secondary Contact: Michelle Hammel, Esquire
 - i. Phone Number: (302) 571-6002
 - ii. Fax Number: (302) 571-6305
 - iii. [Email: michelle.hammel@drba.net](mailto:michelle.hammel@drba.net)

The contact person for the County will be the County Clerk or designee.

- c. Clerk: Elizabeth Bozzelli
 - i. Phone Number: (609) 465-1065
 - ii. Fax Number: (609) 465-6189
 - iii. [Email: ebozzelli@co.cape-may.nj.us](mailto:ebozzelli@co.cape-may.nj.us)
- d. Secondary Contact: County Counsel, Barbara Bakley-Marino
 - i. Phone Number: (609) 465-6885
 - ii. Fax Number: (609) 463-0705
 - iii. [Email: countycounsel@co.cape-may.nj.us](mailto:countycounsel@co.cape-may.nj.us)

The contact person for the Township will be the Township Clerk or designee.

- e. Township Clerk: Julia Picard
 - i. Phone Number: (609) 886-2005 ext. 113
 - ii. Fax Number: (609) 886-9488
 - iii. [Email: clerk@townshipoflower.org](mailto:clerk@townshipoflower.org)
- f. Secondary Contact Name: Township Manager, Michael J. Voll
 - i. Phone Number: (609) 886-2005 ext. 132
 - ii. Fax Number: (609) 886-1232
 - iii. [Email: manager@townshipoflower.org](mailto:manager@townshipoflower.org)

The parties shall immediately notify each other in the event of any change in their respective

designated contact person.

13. No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq. or any other law.
14. The Township, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges the County and Authority and all related entities and their agents, trustees, officers, commissioners, freeholders, directors, members, employees, servants, shareholders, partners, members, representatives, attorneys, subsidiaries, predecessors, successors, heirs and assigns (the "County/Authority Releasees") from all liens, obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, expenses, interest, penalties, fines, actions, and causes of action, whatsoever, at law or in equity, whether known or unknown, from the beginning of the World to the present date, which the Township and all persons or entities claiming by, through or under it, had, has or claims to have against the County/Authority Releasees (individually, jointly or severally) which are connected with, related to, and/or arising from, real estate taxes which allegedly accrued or were imposed during the time that this MOA is/was in effect. The Township, for itself and all persons and entities claiming by, through or under it, also agrees not to pursue at any time any legal action to collect any real estate taxes against the County/Authority Releasees (individually, jointly or severally) or otherwise seek to collect at any time any real estate taxes from the County/Authority Releasees (individually, jointly or severally) which allegedly accrued or were imposed during the time that this MOA is/was in effect and forever waives any and all rights to do so.
15. This MOA reflects a compromise reached between the parties and nothing in this MOA shall constitute an admission by any party to this MOA. Nothing in this MOA shall affect the parties' rights, positions, claims or defenses with respect to any real estate taxes that allegedly accrue and/or are imposed after the expiration of this MOA.
16. Due to the unique nature of this MOA, the parties will be irreparably harmed in the event this MOA is not specifically enforced and all parties waive any claim or defense that an adequate remedy at law exists. In the event any party breaches this MOA, an injunction may be issued and any and all rights or obligations shall be enforceable in a court of equity by a decree of specific performance. This remedy is cumulative and not exclusive, and shall not preclude the pursuit of any other remedies at law or in equity including, but not limited to, the right to maintain an action for any monetary damages caused by any breach.
17. Unless otherwise stated in this MOA, all notices required by this MOA shall be hand-delivered or mailed to the following addresses:

For the Authority:

Michelle Hammel, Esquire
The Delaware River and Bay Authority
1-295 and Route 9
Delaware Memorial Bridge Plaza
New Castle, DE 19720

For the County:

County of Cape May
Elizabeth Bozzelli, Clerk
4 Moore Road, DN-104
Cape May Court House, NJ 08210

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

18. Each party represents and warrants to the other that all governmental, municipal or county action necessary to enter into and perform all obligations required by this MOA has been, or will have been, validly taken and that the undersigned are authorized to execute this MOA. This MOA shall become effective as of the date when both of the following are completed:
 - a. The Authority's consent to the terms and conditions of this MOA as approved by the Authority's commissioners in accordance with Article VI

of the Compact; and

- b. Failure of the Governors of Delaware and New Jersey to cancel the MOA within ten (10) days (Saturdays, Sundays and public holidays in each state excepted) after receipt at the Governor's office of a certified copy of the minutes of the meeting at which the Authority's commissioners' vote for approval of the MOA was taken pursuant to Article VI of the Compact.

- 19. This MOA shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 20. This MOA sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this MOA shall be valid unless the same shall be in writing and signed by all the parties hereto.
- 21. If any clause, sentence, paragraph, section, or part of this MOA shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties affix their signatures to this MOA, intending to be legally bound. If a party is a corporation, this MOA is signed by its proper corporate officers and its corporate seal is affixed.

COUNTY OF CAPE MAY

Date

By: _____
Gerald M. Thornton
Director, Board of Chosen Freeholders

ATTEST: _____
Elizabeth Bozzelli
Clerk

Barbara Bakley-Marino, Esquire
Cape May County Counsel

ATTEST: _____

THE DELAWARE RIVER AND BAY
AUTHORITY

Print Name: _____
Title: _____
Date: _____

By: _____
James N. Hogan
Chairperson
Date: _____

Print Name: _____
Title: _____
Date: _____

By: _____
William E. Lowe, III
Vice Chairperson
Date: _____

Print Name: _____
Title: _____
Date: _____

By: _____
Scott A. Green
Executive Director
Date: _____

Approved as to Form:

Philip A. Norcross, Esquire

Date

TOWNSHIP

By: _____
Mayor

ATTEST: _____
Clerk

Approved as to Form and Legality:

City Solicitor

A motion to approve Resolution 13-38 was made by Commissioner Wilson, seconded by Commissioner Dorn, and approved by a roll call vote of 9-0.

Resolution 13-38 Executive Summary

Resolution: Memorandum of Agreement between the County of Cape May, the Delaware River and Bay Authority, and the Township of Lower regarding real estate taxes at the Cape May Airport.

Committee: Economic Development

Board Date: September 17, 2013

Purpose and Background for Resolution:

The Cape May Airport is operated by the Authority on land owned by the County on Lower Township, New Jersey. There are a number of tenants who operate commercial businesses at the Airport pursuant to Lease Agreements with the Authority. On occasion, Lower Township has recorded unpaid taxes on their tax rolls. Lower Township has sought payment for these delinquent accounts from both the County and the Authority. Both the County and the Authority assert that they are not liable for the taxes owed by the tenants. After lengthy negotiations, the parties have reached this agreement that resolves the issue both as it relates to past taxes and how delinquent tenants will be handled in the future.

* * * * *

10721. EXECUTIVE DIRECTOR'S COMMENTS

The Executive Director briefed the Board on the activities in and around the Authority including the Soul Cruisers Concert held July 25th at the Cape May Terminal, the Mroz family outing at Fort Delaware, Channel 6 and NBC 40 weathermen Adam Joseph and Don Skeldon respectively forecasting on the ferry and at the terminals, 87ers Day in Delaware, CMLF mechanics removing a 7,000 lb gear shaft and replacing the bearings, Football Betting now at the Lewes Terminal.

* * * * *

10722. COMMISSIONERS PUBLIC FORUM

Chairperson Hogan asked if anyone from the public would like to speak.

There were no comments.

* * * * *

There being no further business, a motion to adjourn was made by Commissioner Downes, seconded by Commissioner Lathem, and unanimously carried.

The meeting was adjourned at 12:20 pm.

Respectfully submitted,

THE DELAWARE RIVER AND BAY AUTHORITY

Frank W. Minor
Assistant Secretary