

**GOLF COURSE FACILITIES
OPERATION AND MANAGEMENT SERVICES
AGREEMENT**

This **OPERATIONS AND MANAGEMENT SERVICES AGREEMENT** (the "Agreement") is entered into as of the 31st day of January, 2019 (the "Effective Date"), by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with offices located at 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (hereinafter, the "Authority") and **BILLY CASPER GOLF, LLC** a limited liability company with offices located at 12700 Sunrise Valley Drive, Suite 300, Reston, Virginia, 20191 (hereinafter the "Contractor"). The Authority and the Contractor may each be referred to herein, individually, as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, the Authority currently maintains and manages the Tamarack Golf Course, The Meadows at Middlesex Golf Course and the Raritan Landing Golf Course and associated facilities (collectively, the "Golf Course Facilities") in Middlesex County; and

WHEREAS, the Authority desires to obtain the services of an experienced firm qualified to provide for the operation and management of the Golf Course Facilities, as more fully described herein (collectively, the "Services"); and

WHEREAS, firms offering services related to the operation and management of a public recreation facility must, at a minimum, be procured by the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq. (the "LPCL"); and

WHEREAS, pursuant to the competitive contracting provisions of the LPCL, on October 10, 2018, the Authority adopted Resolution 18-161 authorizing the use of competitive contracting in the procurement of golf course operation and management services; and

WHEREAS, the Authority issued a Request for Proposals for Operation and Management Services for the Tamarack Golf Course, Raritan Landing Golf Course and The Meadows at Middlesex Golf Course and Associated Facilities (the "RFP") on November 28, 2018 (the RFP, together with all Appendices, Schedules and Addenda, and the Contractor's Proposal submitted thereto are incorporated in this Agreement by reference); and

WHEREAS, after evaluation of the proposals received in response to the RFP, the Authority determined that the Contractor has satisfied the financial, technical and management requirements of the RFP, and that the Contractor is qualified to operate and manage the Golf Course Facilities in accordance with the terms and conditions of the RFP and this Agreement; and

WHEREAS, the Authority has determined further that the Contractor's Proposal provided the most beneficial financial terms and, therefore, determined that such Proposal should be accepted in the best interests of the Authority and County; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions pursuant to which the Contractor will perform the Services as defined herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereto, intending to be legally bound hereby, agree as follows:

Article I DEFINITIONS

"Agreement" means this Agreement, including all Appendices, Schedules and Exhibits.

"Ancillary Facilities" means those facilities aside from the Golf Course Facilities, that support the Golf Course Facilities' operation including, but not limited to, tent and patio areas, cart storages and maintenance areas, environmental centers, irrigation pump houses, perimeter walkways and patron and employee parking lots.

"Applicable Law" means any permits, licenses or approval, and any federal, State or local statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, standard or similarly binding authority, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Authority relating to the RFP, this Agreement, the Authority, the County or the Golf Course Facilities.

"Authority" means the Middlesex County Improvement Authority.

"Authority Property" means all equipment and supplies owned by the Authority or purchased with funds provided through the Approved Annual Operating Budget.

"Calendar Year" means the period beginning January 1 and ending December 31.

"Capital Expenditures" means any capital purchase or capital lease which, in accordance with general accepted accounting principles and the Authority's capitalization policies, are capitalized as fixed assets.

"Change in Applicable Law" means any enactment or issuance of a new Applicable Law, any amendment, alteration, modification or repeal of an existing Applicable Law, and any authoritative interpretation of any existing Applicable Law issued by any Governmental Authority contrary to the existing official interpretation thereof, in each case coming into effect after the Effective Date of the Agreement.

"Clubhouse Facilities" means the clubhouses and restaurant facilities at the Golf Course Facilities.

"Commercially Reasonable Efforts" means the efforts that a prudent person desiring to achieve a result would use in similar circumstances to achieve that result as economically, efficiently and expeditiously as practicable. However, a person or entity required to use Commercially Reasonable Efforts will not be required to undertake extraordinary or unreasonable measures.

"Contractor" means Billy Casper Golf, LLC, 12700 Sunrise Valley Drive, Suite 300, Reston, Virginia 20191.

"County" means the County of Middlesex, New Jersey.

"Environmental Laws" means all Applicable Law relating to pollution, protection, preservation or restoration of human health, the environment or natural resources, including laws relating to releases or threatened releases of hazardous substances or hazardous waste, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous substances or hazardous waste, including but not limited to, the Clean Water Act, the Clear Air Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response Compensation and Liability Act, in each case as amended, and their state and local counterparts and all regulations thereunder.

"Golf Course Facilities" means collectively, the Tamarack Golf Course, the Meadows at Middlesex Golf Course and the Raritan Landing Golf Course, including the Clubhouse Facilities and Ancillary Facilities.

"Governmental Authority" means any federal, state or local legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court, tribunal, or other public body, person or entity having jurisdiction over a Party to this Agreement, the County, the Golf Course Facilities or this Agreement.

"Gross Revenue" means all monthly receipts related to or derived from the operation of the Golf Course Facilities from cash or credit card transactions recognized during the Term and any Optional Renewal Periods, computed on an accrual basis including, but not limited to, greens fees, cart rental fees, other site activity fees, income derived from the investment of Gross Revenue, or for services of any nature performed on, at, or from the Golf Course Facilities, determined in accordance with generally accepted accounting principles applied on a consistent basis. Gross Revenue shall be reduced by any refunds, rebates, discounts, and credits of a similar nature given, paid, or returned by Contractor or the Authority.

Gross Revenue shall not include:

- Revenue received from the sales (wholesale or retail) of food, beverages, goods, wares or merchandise on, at, or from the Golf Course Facilities or rental payments by any sub-contractor to provide said concession services;
- Applicable gross receipts taxes, admission, cabaret, excise, sales and use taxes or similar governmental charges directly from customers or their guests or as part of the sales prices of any goods or services;
- Service Charges that are percentage gratuities added to billings, to the extent paid to Contractor's employees;
- Proceeds of borrowings by the Authority;
- Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business, to the extent such sums are used to remedy said loss;
- Interest or investment income earned on distributed positive net cash flow to the Authority; or

- Authority's advances.
- Golf Instruction Revenue earned for golf lessons and golf camps at the facility.

Any of the above provisions resulting in a double exclusion from Gross Revenue shall be allowed as an exclusion only once.

"LPCL" means the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

"Net Revenue" shall be computed as the sum of Gross Revenue less costs of goods sold, Operating Expenses and the monthly Maintenance Fee paid to the Contractor. Such calculation shall not include payments associated with capital expenditures, interest expense, taxes, depreciation and amortization. All Net Revenue shall accrue to the benefit, and be the property, of the Authority.

"NJDEP" means the New Jersey Department of Environmental Protection.

"Operating Expenses" means all expenses incurred from the operation of the Golf Course Facilities or paid on behalf of the Authority during the Term or any Optional Renewal Periods, computed on an accrual basis which include, but is not limited to, the following items:

- Salaries, wages, employee benefits, and other payroll expenses including but not limited to, payroll service bureau fees and payroll taxes;
- Marketing, advertising and promotional expenses in accordance with the Annual Approved Operating Budget (as defined herein) or otherwise approved by the Authority;
- Purchase and replacement, as necessary, of office supplies, computers, printers, facsimile machines, photocopiers, postage, printing, routine office expenses, and accounting services incurred in the on-site operation of the Golf Course Facilities;
- The costs of IT consultants necessary to repair/maintain IT systems existing at the time, and other consultants used for the Golf Course Facilities in accordance with the Annual Approved Operating Budget or otherwise approved by the Authority;
- Reasonable in-state travel expenses of on-site employees incurred exclusively in connection with the operation of the Golf Course Facilities;
- Insurance premiums for Worker's Compensation Liability Insurance, and any deductible amounts required to be paid;
- Auditing, accounts costs, computer fees (including costs to license and maintain accounting software), and legal fees incurred in respect of the operation of the Golf Course Facilities, including any reasonable financial management and reasonable accounting fees paid to third party accounting firms, if included in the Approved Annual Operating Budget;
- Costs incurred for utilities, including but not limited to, all electric, gas, water and sewer charges, and any other private utility charges incurred in connection with the operation of the Golf Course Facilities;
- Ordinary maintenance and repairs, exclusive of any capital improvements or capital replacements, which are hereby excluded;
- The amount to be retained for purposes of maintaining working capital at an appropriate level, as approved by the Authority;
- All out-of-pocket expenses incurred by the Contractor in providing the

Services under the terms of the Agreement including, but not limited to, reasonable in-state travel for employees employed on-site at the Golf Course Facilities and Contractor's other employees while engaged in performing the obligations of the Agreement hereunder, air express, and other incidental expenses included in the Approved Annual Operating Budget;

- All expenses set forth in the Approved Annual Operating Budget, including goods and services; and
- All other customary and reasonable expenses incurred in the operation of the Golf Course Facilities.

Any of the above provisions resulting in a double inclusion as an Operating Expense shall be allowed as an inclusion only once.

Operating Expenses shall not include (i) depreciation or amortization, (ii) principal or interest payments on indebtedness, and (iii) federal, state and local income taxes of any nature or kind incurred by the Authority or Contractor.

"Proposal Form" means the Proposal Form Contractor submitted as part of its Proposal submission pursuant to the RFP.

Article 2

TERM, TERMINATION AND CONTRACTOR DELIVERABLES

2.1. Term and Termination.

(a) **Term.** The term of this Agreement shall commence on February 1, 2019 and terminate twelve (12) months thereafter (the "Term"), unless this Agreement is earlier terminated or extended as provided herein. Notwithstanding the foregoing, the Authority, in its sole discretion, may extend the Term for four (4) successive periods of one (1) year each (the "Optional Renewal Periods") at the monthly rate as set forth in Contractor's Proposal Form (included herein as if set forth more fully herein). The Authority shall provide to Contractor written notice of the Authority's election for each Optional Renewal Period, if any, at least sixty (60) days prior to the expiration of the then-current term.

(b) **Termination.** In addition to Authority's remedy of termination for those Contractor's Events of Default set forth under Article 8 hereof, the Authority may terminate this Agreement at any time for cause by providing the Contractor with seven (7) days' written notice. Cause for termination by the Authority shall include, but not be limited to, any of the following acts or omissions by the Contractor:

- Persistent or repeated failure to supply enough properly skilled workers for high quality operation of the Golf Course Facilities;
- Persistent or repeated disregard of laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- Persistent or repeated failure to meet the performance and maintenance standards for the Golf Course Facilities;
- Replacement of a Golf Course Facility superintendent or other key personnel without advising the Authority;
- Breach of the fiduciary obligations under this Agreement;

- Filing of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within ninety (90) days;
- Discontinuance of Contractor's business or activities at the Golf Course Facilities;
- During the Term or any of the Optional Renewal Periods, Contractor exceeds the Approved Annual Operating Budget by twenty percent (20%) where such exceedance, as determined by the Authority, should have been reasonably foreseeable and included in Contractor's Proposed Operating Budget; or
- Any other substantial breach of the Agreement.

If the Authority terminates this Agreement for cause, the Contractor will not be entitled to receive any further payment, with the exception of approved prepaid liabilities paid by the Contractor that will be paid by Authority such as payroll, for example. In addition, the Contractor will vacate the Golf Course Facilities within seven (7) days and turn over each of the Golf Course Facilities' equipment, supplies, inventory, goods, property, etc., (except the concession and pro shop inventory and other items purchased by the Contractor) to the Authority. The Authority will purchase Pro Shop inventory that has the Golf Course Facilities' logos and concession items that could be utilized in future operations. These items shall be purchased from the Contractor at cost.

(c) **Equipment and Supplies/Existing Contracts.** Within thirty (30) days of the Effective Date of this Agreement, the Contractor shall be required to provide the Authority with a complete inventory of all Authority Property, along with maintenance records and all manufacturers documentation and warranties, as available. Contractor shall be required to use any equipment and supplies as set forth herein, and undertake the performance of the contracts and responsibilities which are fixed, pre-existing obligations of the Authority as listed under **Schedule E**.

2.2 Effect of Termination. Except to the extent expressly provided in this Agreement, the expiration or termination of this Agreement shall not relieve any Party of any liability accrued or arising from conduct or activities prior to the Effective Date of the expiration or termination, and such expiration and termination shall not affect the continued operation or enforcement of any provision of this Agreement that by its express terms survives any expiration or termination.

2.3 Disposition of Equipment and Supplies. Upon the expiration or earlier termination of this Agreement, the Contractor shall, at the Contractor's expense, (i) remove all of its tangible property from the Golf Course Facilities, (ii) leave all Authority Property at the Golf Course Facilities, and (iii) provide the Authority with a complete inventory of all Authority Property along with maintenance records and all manufacturers documentation and warranties, as applicable. The Contractor shall comply with the requirements of this Section 2.3 within ninety (90) days after the effective date of the expiration or earlier termination.

2.4 Business Plan. The Contractor shall develop and submit to the Authority, for its review and approval, on or before February 1, 2019, a detailed business plan for the Golf Course Facilities (the "Business Plan"), which shall include, but not be limited to, (i) proposed marketing, including the use and enhancement of social media platforms, sales, promotion, golf development programs, advertising, sponsorship and public relations concepts for the Golf Course Facilities, (ii) a schedule of proposed fees,

charges and an operating budget for the next calendar year, and (iii) a description of the assumptions upon which the Business Plan is based. The Authority, after consultation with the County, shall give its comments and/or approval within thirty (30) days after receiving the Business Plan from the Contractor. In the event of disapproval of any Business Plan, or any portion thereof, the Contractor shall continue to provide the Services pursuant to the terms of this Agreement until such time as the Authority and the Contractor agree upon a replacement Business Plan. The Contractor shall propose, in conjunction with the proposed Annual Operating Budget, a Business Plan for Term of this Agreement and for all three Optional Renewal Terms.

Article 3 SERVICES, BUDGETS AND PAYMENTS

3.1 Services.

Subject to the Approved Annual Operating Budget and as an Operating Expense for which the Authority is responsible for payment thereof, the Services to be performed by the Contractor shall include, but shall not be limited to, the following:

A. Course Maintenance

(a) The Contractor will be responsible for the purchase and application of all supplies, materials, and equipment (other than the equipment listed on **Schedule A**) needed for proper maintenance of buildings, facilities, wash water recycling system, and the golf course.

(b) The Contractor shall keep and maintain the entire turf irrigation systems in accordance with the manufacturer's recommended maintenance schedule and Authority standards, including winterizing the system annually. All necessary repairs to the system are the Contractor's responsibility.

(c) The Contractor shall take soil samples of the areas and at the frequency indicated in **Schedule C**.

(d) The Contractor shall be responsible for providing all labor, supplies, and materials that are necessary to assure the proper condition including, but not limited to, the greens, tees, fairways, and bunkers, in accordance with professional agronomy management practices for a golf course in the region.

(e) The Contractor shall keep and maintain all buildings and structures on the Golf Course Facilities in good repair and free from leaks, pests and rodents and infiltration of the elements.

(f) The Contractor shall keep and maintain on a timely basis all required documentation for water, chemical/pesticide, septic, and other uses that may be required by federal, state, local and/or Authority standards and regulations. The Contractor must indemnify the Authority and County of Middlesex from matters related to improper keeping of mandatory regulated records.

B. Irrigation of Turf Grass

(a) The Contractor will perform all irrigation operations in compliance with the

Maintenance Standards set forth in **Schedule C**.

(b) The Contractor shall be responsible for the cost of water (as a cost to the Golf Course Facility) used the Golf Course Facilities, including the NJDEP water allocation fee.

C. Pro-Shop and Food & Beverage Sales

The Contractor is granted the sole right to operate the golf shop and food and beverage concessions at the facilities during the Term and all Optional Renewal Periods of the Agreement. The Contractor or sub-contractor, if utilized, will operate Pro-Shop sales and food and beverage sales as a concession. The Authority shall receive a monthly rental fee for all Pro Shop and Food & Beverage sales in the amount set forth in the Proposal Form Contractor submitted pursuant to the RFP for the Term and the Optional Renewal Periods, if any. The Contractor shall be responsible for supplying all inventories and equipment (other than the equipment listed on **Schedule A**) that is necessary to operate the Pro shop and food and beverage concessions, as well as the recruiting, hiring and supervising of all personnel necessary for the operation of these Services.

The Contractor will use its own P.O.S. system to integrate all three (3) Golf Course Facilities. Cost of integration will be borne by the Contractor, not the Authority.

The Contractor shall be responsible for paying for and applying to the New Jersey Director of the Division of Alcoholic Beverage Control for, and be qualified to hold, an Annual State Permit License to sell and serve alcoholic beverages for on-premises consumption. If the Contractor obtains an Annual State Permit License, it will be required to directly operate the food and beverage concession and will not be permitted to enter into a subcontract for this operation.

(a) The Contractor shall furnish and provide the commodities and services at such prices after review by the Authority and said prices shall be legibly posted on bulletin boards furnished by the Contractor. Pricing will be submitted annually by February 10th prior to the opening day of the Golf Course Facilities. If February 10th of any year falls on a weekend, pricing shall be submitted on the first preceding business day.

(b) The Contractor shall furnish, prior to beginning operations, a menu with all items and prices and the Authority shall review and approve menu items and prices. Pricing will be submitted annually by February 10th prior to the opening day of the Golf Course Facilities. If February 10th of any year falls on a weekend, pricing shall be submitted on the first preceding business day.

D. Golf Course Equipment Maintenance

The Authority shall lease certain maintenance equipment described in **Schedule A** (Maintenance Equipment Inventory). The Contractor shall lease the maintenance equipment from the Authority in accordance with the Golf Course Maintenance Equipment Use Agreement attached hereto as **Schedule B**. **The leasing of such equipment shall be an Operating Expense.**

The Contractor shall be responsible for maintaining all leased equipment according to the standard manufacturer's recommendations and the minimum standards as identified in

Schedule C (Maintenance Standards), attached hereto. All services shall be performed according to the manufacturers' recommendations and properly recorded in maintenance logs detailing the extent of the service performed, general equipment condition and date of service.

The Contractor shall keep complete records of maintenance on each piece of equipment, and shall maintain these records at the Golf Course Facilities and make them, and all equipment, available to the Authority for inspection at all times.

E. Daily Facility Operations

During the Term and any Optional Renewal Periods of this Agreement, the Contractor shall operate the Golf Course Facilities, handle the collection and deposit of all money on a daily basis, hire, direct and supervise all employees, purchase all goods and services consistent with the operation of a public golf facility, handle all disputes with third parties, collect and pay appropriate taxes, obtain all appropriate permits, and provide accountability to the Authority for its activities. With respect to the operation of the Golf Course Facilities, the Parties shall agree as follows:

(a) **Major Decisions.** The Contractor shall secure the Authority's prior written approval of all major policy decisions, including but not limited to, capital improvements and expenditures, operational budgets, green fees, cart rental fees, food and beverage selection and pricing and Clubhouse operation and modification and ground rules. The Contractor shall operate the Golf Course Facilities in accordance with the major policy decisions agreed upon with, and approved by, the Authority. The Golf Course Facilities shall be open to the general public. All fees charged to customers at the Golf Course Facilities shall be subject to the prior written approval of the Authority, provided that the Authority shall approve fee proposals of the Contractor which are comparable to those fees charged by other competing municipally-owned golf courses for similar services and facilities and conform to the New Jersey Green Acres Rules and Regulations.

(b) The Contractor shall, on an ongoing and continuing basis as shall be responsible and necessary, but not less than monthly during the first six (6) months of this Agreement, review its management work, programs and efforts with the Authority. The Authority shall be kept fully informed of all facility management activities and operations. Prior to the start date, the Contractor will meet with the Authority to establish proper accounting controls.

(c) **Promotion of Golf Activities.** The Contractor shall coordinate the creation or modification of graphics, logos, and other visual materials for utilization on letterheads, envelopes, temporary and permanent signage, brochures, information profile, progress reports, press releases and bulletins. The Contractor shall coordinate and direct all of the work done in the area of advertising and public relations to ensure that the Golf Course Facilities will create an appropriate visual image and presence in print and communications media. This will be achieved principally by securing articles, interviews and reports in the media dealing with construction progress, golf course design and features, Clubhouse facilities and employment of key personnel. The Contractor shall market the Golf Course Facility. Marketing includes, but is not limited to, all marketing activities aimed at maximizing the number of daily golf rounds per day, the marketing of tournaments and other special play, resort and group use of the Golf Course Facilities, a cardholder program for Middlesex County residents, golf schools and clinics, attracting local and remote

players, merchandising that caters to cardholders, local players and resort players.

(d) **Facility Personnel.** The Contractor shall recruit, interview, hire and supervise all staff for each of the three (3) Golf Course Facilities, including but not limited to, all onsite management personnel including a general superintendent, assistant superintendent, clubhouse facilities manager, greens superintendent, as well as golf professionals, assistant golf professionals, mechanic, grounds maintenance personnel, clubhouse personnel, food and beverage personnel and janitorial service. Such personnel shall be hired and employed by the Contractor and shall not be employees of the Authority. Head professionals/managers and superintendents shall be full-time employees and the assistant superintendent and mechanics shall be full-time or year-round part-time seasonal employees dedicated to each Golf Course Facility. The key positions should be hired based on the staffing matrix Contractor provide in its proposal, which is incorporated herein as if more fully set forth. The Contractor, with its proposal, shall provide a staffing matrix identifying the key personnel and the time line for the hiring of such employees.

Note: The Authority only requires Contractor to have (1) one full-time superintendent, (2) two year round seasonal maintenance/mechanic employees and (1) one full-time Pro Shop Manager and PGA golf professional on staff per Golf Course Facility.

The Authority retains the right to approve or reject key personnel, including golf professionals/managers and the golf course superintendents throughout the duration of the Agreement. All full-time employees of the Contractor working at the three (3) Golf Course Facilities will be subjected to a background checks to the extent required by the Authority.

The Contractor shall utilize its expertise in assisting the Authority in acquiring any necessary goods and services not specifically contemplated in the Services and any capital improvement projects to be undertaken by the Authority at the Golf Course Facilities. The Contractor shall provide its golf management expertise in securing goods and services and in developing and coordinating efforts associated with the Golf Course Facilities' improvements and new golf programming (including a possible membership advance tee time program, increasing the number of outings and tournaments, developing partnerships with private and non-profit entities and marketing efforts). If requested by the Authority, the Contractor shall retain subcontractors necessary to provide the Services described in this Section.

(e) **Security.**

(i) In the event the Contractor shall install a security system with cameras, the Authority shall be given view access as well.

(ii) The Authority shall be given all burglar alarm codes to all the buildings at the Golf Course Facilities, and a set of keys to all the buildings.

(iii) The Contractor shall install Knox Boxes at each of the Golf Course Facilities for emergency situations.

3.2 Marketing Services

(a) The Contractor shall create and implement an annual marketing plan for the Golf Course Facilities as part of the Approved Annual Operating Budget. The marketing plan shall include an effective date, program of editorial coverage, development of sponsorship programs, creation and implementation of programs designed to recruit school children into the sport of golf, and public relations and promotion to increase public awareness of the Golf Course Facilities as the Contractor commences providing the Services. The marketing plans shall include provision for special events, paid advertising (including print, cable, and radio), direct mail, potential sponsorships and media and public relations campaigns. In addition, the marketing plan should set forth Contractor's plans to enhance (or create where none exists) all social media platforms and the website for the Golf Course Facilities to maximize public awareness and provide all relevant content about the Golf Course Facilities. The Contractor shall also coordinate and collaborate with the Authority to contract for any third-party contractors needed for the design, content, layout and production of advertising and collateral materials used to promote the Golf Course Facilities, and Contractor shall oversee such third-party contractors. All marketing materials and advertising for the Golf Course Facilities shall be subject to review and pre-approval by the Authority.

(b) The Contractor shall develop ongoing marketing and advertising programs for the Golf Course Facilities and establish a schedule of marketing and advertising activities. The Contractor shall indicate that the Golf Course Facilities are being operated and managed by the Contractor in all marketing and advertising materials.

3.3 Proposed and Approved Annual Operating Budget

Beginning February 1, 2019 and each October 10th thereafter during the Term or any Optional Renewal Periods of this Agreement, the Contractor will be required to submit a proposed operating budget to the Authority for the upcoming Calendar Year. If October 10th in any year falls on a weekend, the Contractor shall be required to submit a proposed operating budget on the first preceding business day. The proposed operating budget shall include projections of anticipated monthly revenues and expenses and cash flows for the Golf Course Facilities for the following Calendar Year including reasonable reserves and anticipated working capital requirements over the course of the Calendar Year, a capital improvement budget for the next Calendar Year (the "Proposed Capital Expenditures Budget"), and a general marketing and operational program budget (collectively, the "Proposed Operating Budget"). The Proposed Operating Budget shall be prepared with the advice and counsel of the Authority based upon what the Contractor believes to be reasonable assumptions and projections, and delivered to the Authority for the Authority's review and approval.

(a) Once the Proposed Operating Budget is approved by the Authority subsequent to the Authority's consultation with the County (the "Approved Annual Operating Budget"), the Contractor shall use Commercially Reasonable Efforts to provide the Services in accordance with Approved Annual Operating Budget and maximize to the fully extent possible, Net Revenue. The Authority has the sole authority and responsibility

to fund the Approved Annual Operating Budget. Each Approved Annual Operating Budget shall be for the operation and maintenance of the Golf Course Facilities designed to maximize Net Revenues of the Golf Course Facilities.

(b) Each Party may, from time to time, propose to the other Party during the course of the Calendar year, such changes or amendments to the Approved Annual Operating Budget as such Party may consider necessary or appropriate, and the Contractor and the Authority shall use their mutual best efforts to agree upon such changes or amendments within a reasonable amount of time.

(c) The Authority agrees that the Approved Annual Operating Budget is intended to be a reasonable estimate. Accordingly, the Contractor shall be entitled, from time to time, to submit revision(s) to the Approved Annual Operating Budget (the "Proposed Revised Operating Budget") that will be subject to review and approval by the Authority, to cover expenditures that were unanticipated at the time of adoption of the Approved Annual Operating Budget and the Authority's Budget, but are reasonable and necessary to carry out the provisions of this Agreement. However, pursuant to Section 2.1(b) hereof, if the Contractor submits a Proposed Revised Budget with expenditures exceeding more than 20% of the Approved Annual Operating Budget, and the Authority determines that such expenditures should have reasonably been anticipated by the Contractor in its submission of the Proposed Operating Budget, the Authority may terminate this Agreement in accordance with the process set forth in Section 2.1(b) hereof. The Contractor shall provide the Authority with a monthly variance report documenting all unanticipated expenditures and the reallocation of funds, if any.

(d) The Authority shall incorporate into the Authority's annual budget, when introduced, the Approved Annual Operating Budget for the operation and management of the Golf Course Facilities. Once approved, the Contractor shall provide the Services in accordance with the Approved Annual Operating Budget.

(e) The Approved Annual Operating Budget shall be broken down on a monthly basis and contain all monthly expenses which require consideration for any given month. The Approved Annual Operating Budget shall also reflect projected revenues on a monthly basis.

3.4 Financial Management

(a) **Bookkeeping.** During the Term and any Optional Renewal Periods of this Agreement, the Contractor shall employ a part-time bookkeeper, the cost of which will be an Operating Expense with the appropriate accounting credentials and experience, whose duties shall include: (i) maintaining all books, records, and other data associated with the financial activities of the Golf Course Facilities, (ii) preparing all operating budgets, cash flow budgets, and other financial projections and forecasts, and (iii) controlling and being responsible for the day-to-day financial affairs of the Golf Course Facilities.

(b) **Accounting Records and Reporting.** The Contractor shall, during the Term and any Optional Renewal Periods of this Agreement, maintain accounting records in a format consistent (in all material respects) with the Authority's and County's finance procedure requirements, as well as with the generally accepted accounting practices

(GAAP). During the Term and any Optional Renewal Periods of this Agreement, the Contractor shall submit to the Authority within twenty (20) days after the close of each calendar month, a Financial Statement showing, in reasonably accurate detail, the financial activities of the Golf Course Facilities for the preceding calendar month and the Calendar Year to-date.

(c) **Internal Control.** The Contractor agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the performance of the Services, such controls to be consistent with the Authority's and County's finance procedure requirements, as well as the generally accepted accounting practices (GAAP), and such controls will be subject to review and approval by the Authority and its auditors/accountants. On July 1st of each year, the Contractor is required to submit to the Chief Financial Officer of the Authority a SOC 1, Type 2 audit report for review

(d) **Inspection.** At any time during the Term or Optional Renewal Periods of this Agreement, and for one hundred eighty (180) days after the termination of this Agreement, the Authority shall have the right, after twenty-four (24) hours prior written notice, which may be sent and received as a facsimile, to the Contractor to inspect the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Golf Course Facilities, at reasonable times and during normal business hours. Such right shall extend to any inspection of records related to the Golf Course Facilities kept at the Contractor's corporate offices and all its corporate records related thereto.

(e) **Disbursement and Deposit Bank Accounts.**

(i) The Contractor shall establish, in the Contractor's name and using Contractor's federal tax identification number, a bank account for which all Operating Expenses shall be handled and expended exclusively (the "Disbursement Account"). The Disbursement Account shall be established with a federally insured depository institution that participates in the Governmental Unit Deposit Protection Act (GUDPA) system and shall be subject to approval by the Authority. The records and bank statements of the Disbursement Account shall be subject to audit and review by the Authority and its accountants/auditors at any time with twenty-four (24) hours' notice and said power to audit and review shall be filed with the depository institution. The depository institution shall send duplicate monthly statements of the Disbursement Account to the Authority's Chief Financial Officer. The Contractor shall execute all documents necessary in conjunction thereof and cannot revoke such documents without the prior written consent of the Authority.

(ii) The Authority has established three (3) bank accounts for each of the Golf Course Facilities (the "Deposit Accounts"). All revenues for each of the Golf Course Facilities shall be collected and deposited on a daily basis by the Contractor exclusively in the Deposit Accounts for each respective Golf Course Facility.

(f) **Deposits.** No later than the first day of each month, the Authority shall deposit into the Disbursement Account the Approved Expenses for such month plus or minus any adjustments pursuant to the next two sentences. Not later than the twenty-fifth (25th) day of each month, the Contractor shall submit an itemization of disbursements from the Golf Course Facilities account for the preceding month. In the event the amount disbursed is greater than or lesser than the amount deposited by the Authority on or before

the first of the following month shall be increased or decreased, as the case may be, by the amount of such difference. In the event the amount of the Approved Reserves is increased or decreased, the Authority shall deposit such increase to the Disbursement Account or be paid such decrease from the Disbursement Account. The monthly advances are to be used only for the Approved Expenses. Approved Expenses, Approved Capital Expenditures and Approved Reserves are defined as follows:

(i) **“Approved Expenses”** shall mean all cash expenditures for the operation of the Golf Course Facilities included in the Annual Approved Operating Budget approved by the Authority with the exception of Pro Shop and food and beverage inventory and supplies.

(ii) **“Approved Capital Expenditures”** shall mean all cash payments for equipment, furniture, fixtures, Golf Course Facility improvements and other capital items approved by the Authority.

(iii) **“Approved Reserves”** shall mean the amount of cash for operation of the Golf Course Facilities approved by the Authority to be held by the Contractor.

3.4.1. Emergency Expenditures. In the event, at any time during the Term or any Option Renewal Terms of this Agreement, a condition should exist in, on or about the Golf Course Facilities of an emergency nature that requires immediate actions to preserve and protect the Golf Course Facilities, or any portion thereof, to better assure the Golf Course Facilities' continue operation, or to protect the Golf Course Facilities' customers, guests, or employees, the Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such condition, whether or not provisions have been made in the applicable Budgets for any such expenditures and whether work will be accomplished by the Contractor or by a subcontractor engaged by the Contractor; provided, however, that the Contractor shall not expend in excess of five thousand (\$5,000) dollars without obtaining the prior approval of the Authority. The Authority shall be notified of the need for, and estimated amount of, any such emergency expenditures as soon as reasonably practical.

3.4.2. Fiduciary Responsibilities. The Contractor shall have a fiduciary duty to the Authority with respect to its operation of the Golf Course Facilities, accounting to the Authority and making all payments due to the Authority and vendors and suppliers in accordance with the Agreement. The Authority shall in no way commingle the advances from the Authority with other money of accounts, and it shall not take any money from the Golf Course Facilities except for the management fees and expense reimbursements set forth in the Agreement. Any breach of the covenants contained herein shall be a breach of the fiduciary obligation of the Contractors to the Authority.

F. Payment of Management and Concession Fees

(a) **Management Fee.** Management fees will be paid (for management services for that month) on the first of each month as part of the monthly operating budget in the amount set forth in the Proposal Form submitted by the Contractor pursuant to the RFP. Management fees will be funded from the Golf Course Facility Account.

(b) **Concession Rental Fee.** Pro Shop Merchandise, Food and Beverage sales

shall be reported on a monthly basis. The monthly concession rental fee shall be paid to the Authority within (10) days at the beginning of each month in the amounts specified in Contractor's Proposal Form.

3.5 Other Duties and Prerogatives

(a) In fulfilling its operational and managerial responsibilities hereunder, the Contractor shall have all rights ordinarily accorded to a manager in the ordinary course of business, including, without limitation, the collection of proceeds from the operation of the Goff Course Facilities, the incurring of trade debts, subject to the Annual Operating Budget (other than mortgage indebtedness), the approval and payment of obligations, and the negotiating and signing of leases and Agreements except those needing Authority approval pursuant to Applicable Law. The Contractor shall not be obligated to advance any of its own funds to, or for the account of, the Authority nor to incur any liability, unless the Authority shall have furnished the Contractor with funds necessary for the full discharge thereof.

(b) The Contractor shall, subject to the Annual Operating Budget (i) determine personnel requirements, recruitment schedules, and compensation levels (ii) furnish job descriptions, performance appraisal procedures, employee benefit programs, and operational and procedural manuals for all personnel, and (iii) establish forms and procedures for employee compensation and incentive programs. The Contractor shall hire, promote, discharge, and supervise all employees performing services in and about the Golf Course Facilities. All employees hired by the Contractor shall be considered employees of the Contractor. Nothing contained herein shall be interpreted to establish a joint employer relationship.

(c) The Contractor shall provide to the Authority a plan (i) setting forth how Contractor will seek to use labor that is locally sourced, and (ii) setting forth how Contractor will seek to use labor and/or obtain material from minority business enterprises (MBE) and women business enterprises (WBE).

3.6 Compliance with Applicable Law

(a) The Contractor shall at all times during the Term and any Optional Renewal Terms of this Agreement comply with Applicable Law in respect of the provision of the Services, whether or not compliance therewith shall interfere with the use and enjoyment of the Golf Course Facilities, and except for those specifically deemed the obligation of the Authority, procure, maintain and comply with all Licenses required for any use of the Golf Course Facilities then being made, and for the proper erection, installation, operation and maintenance of the Golf Course Facilities or any part thereof.

(b) In the event, at any time during the Term or Optional Renewal Periods of this Agreement, repairs, additions, changes, or corrections in the Golf Course Facilities of any nature shall be required by reason of any Applicable Law, the Contractor shall take all necessary steps and make all reasonable expenditures required to provide any such repairs, additions, changes, or corrections whether or not provisions have been made in the applicable Annual Approved Operating Budget any such expenditures.

3.7 Performance Bond

(a) On or before the Effective Date of this Agreement, the Contractor shall file with the Authority, and thereafter maintain in full force and effect, a Performance Bond, as described below.

(b) The Contractor shall give an annually renewable Performance Bond, substantially similar in form to **Appendix D-3** of the RFP, in an amount equal to the Total Annual Agreement Payment for the Term of the Agreement, and thereafter, in an amount equal to the Optional Renewal Terms if exercised by the Authority, offered by the Contractor on its Operations and Management Price Quotation Sheet at **Appendix D-1** of the RFP, from a surety company or companies qualified to do business in New Jersey, for the faithful performance of the obligations under this Agreement said bond to be for the Term and the Optional Renewal Terms of this Agreement for the Services.

(c) The Performance Bond shall be renewable annually for the corresponding amount equal to the Total Annual Agreement Payment for the applicable Agreement Year offered by the Contractor on the Operations and Management Price Quotation Sheet of its Proposal. The Surety issuing the Performance Bond must provide the Authority with sixty (60) days prior written notice of its intention not to renew such Performance Bond in the following year. In that event, the Contractor must provide a substitute Performance Bond and must submit to the Authority, within seven (7) days of the receipt of the Surety's notice to the Authority that it will not renew the existing Performance Bond, a Consent of Surety (in the form set forth in RFP) verifying that a substitute Performance Bond in the applicable amount and under the same terms and conditions will be provided upon cancellation or termination of the original Performance Bond. Failure to provide such Consent of Surety within such seven (7) day time frame will entitle the Authority to terminate this Agreement on such seventh (7th) day, without further notice to the Contractor, and to draw upon the existing Performance Bond for the full amount thereof.

(d) The Contractor agrees that, if at any time after the Effective Date, the Authority deems the surety for such Performance Bond to be unsatisfactory or if for any reason such Performance Bond ceases to be adequate to cover the performance of Services, the Contractor shall, within seven (7) days after the receipt of written notice from the Authority to do so, furnish an additional form of Performance Bond, in such form and amount, and with such surety as appropriate, as shall be satisfactory to the Authority. Failure to comply with the terms of this Section will constitute a breach of this Agreement on the part of the Contractors.

Article 4 General Covenants

4.1 Contractor's Covenants

As a material inducement to the Authority's execution and delivery of this Agreement, the Contractor covenants and agrees to the following:

(a) **Liens**. The Contractor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' labor or material man's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Golf Course Facilities or any interest therein or equipment or materials

provided therefore. The Contractor also shall pay promptly before a fine or penalty may attach any taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any Services performed hereunder by the Contractor or its agents and subcontractors on the Golf Course Facilities. If the Contractor breaches its obligations under this Section, it shall immediately notify the Authority in writing, shall within twenty (20) days of the filing thereof cause such Lien to be discharged and released of record without cost to the Authority, and shall defend and indemnify the Authority against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(b) **No Infringement.** The Contractor's performance of Services hereunder shall not infringe any third party's intellectual property or other proprietary rights.

Article 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties.

In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) It is duly organized, validly existing and in good standing under the laws of the Jurisdiction of its organization;

(b) It has the full right, power and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(c) It has taken all requisite corporate or other action to approve the execution, delivery and performance of this Agreement;

(d) This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally and general principles of equity;

(e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) The execution of, and performance under, this Agreement shall not violate any existing Applicable Law or any agreement to which it is a party.

5.2 Additional Contractor Representations and Warranties.

In addition to any other representations and warranties contained in this Agreement, the Contractor represents and warrants to the Authority as of the Effective Date that:

(a) The Contractor is an "Equal Opportunity Employer," which term shall be prominently displayed in all solicitations or advertisements for employees placed by or on behalf of the Contractor;

(b) The Contractor represents and warrants that it has not offered or given any gratuity for the purposes of securing this Agreement;

(c) The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws, to the end that no person shall be, on the grounds of sex, race, religion, color, marital status, ancestry, affectional or sexual orientation, gender identity or expression, disability, age or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with the Contractor;

(d) The Contractor represents that it has, or will secure, at its own expense as set forth and pursuant to the terms of this Agreement, all personnel, agents, subcontractors and consultants required in performing the Services specified in this Agreement. Such Contractor personnel shall not be employees or have any contractual relationship with the Authority or the County. All of the Services hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in such services shall be fully qualified and shall be authorized under Applicable Law to perform such Service;

(e) The Contractor shall not hire or engage any other subcontractors without the prior written consent of the Authority. Any approved subcontractors shall name the Authority and the County as an additional insured on all insurance policies submitted to the Authority and any such subcontractor shall execute an agreement to hold harmless, indemnify and defend the Authority and the County in addition to any other requirements set forth in this Agreement pursuant to, and as a condition precedent to, performing any Services;

(f) The Services to be performed by the Contractor shall at all times be subject to the direction and control of the Authority;

(g) The acceptance by the Contractor or any person claiming under the Contractor, or any payment made on the final payment claim (the "Final Payment Claim") under this Agreement, shall be a release to the Authority and the County from all claims and liability to the Contractor, its successors, legal representatives and assigns, for anything done or furnished, under or by the provision of this Agreement;

(h) It is understood by the Contractor that this Agreement shall be subject to approval by the Board of the Commissioners of the Authority and only to the extent of monies appropriated and made available for the purpose of this Agreement throughout the Term and Optional Renewal Terms;

(i) The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it shall conduct itself consistent with such status, that its employees will neither hold themselves out as, nor claim to be, an officer or employee of the Authority or the County by reason hereof. The Contractor will not by reason hereof, make any claim, demand or application that its employees or officers have any right or privilege applicable to an officer or employee of the Authority or the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. The Contractor shall hold harmless, indemnify and defend the Authority, and the County, if any Contractor employee, hiree or agent asserts such claims/rights to be an employee of the Authority and/or the County;

(j) In the event of legal action or a claim by the Authority to enforce this Agreement, or any term thereof, including indemnification, collection of any amount due or because of breach in performance of any term, condition, covenant, and/or obligation of this Agreement on the part of the Contractor to be kept or performed, and a breach/default is established, the Contractor shall pay the Authority all expenses incurred, including reasonable attorney's fees; and

(k) The Contractor shall not and will not perform any services beyond the scope of this Agreement and/or furnish any materials not herein provided without the written consent of the Authority. All extra work, services and materials shall be authorized, in writing, by the Authority and in no case will any such work, services or materials, in excess of that specified in this Agreement be paid for unless so ordered and authorized. The Contractor further agrees that it will accept as full compensation for such extra work, services and materials, the reasonable cost as authorized by the Authority prior to the performance of the extra work, services and materials.

5.3 Additional Authority Representations. In addition to any other representations and warranties contained in this Agreement, the Authority represents and warrants to the Contractor as of the Effective Date that:

(a) All acts necessary for the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under Applicable Law and the Authority's bylaws;

(b) All persons making up the governing body of the Authority are the duly appointed in their positions and hold such positions in good standing in accordance with Applicable Law and the Authority's bylaws;

(c) Entry into and performance of this Agreement by the Authority is for a proper public purpose within the meaning of Applicable Law;

(d) The Term of this Agreement does not extend beyond any applicable limitation imposed by Applicable Law; and

(e) The obligation of the Authority to make payments hereunder does not constitute any kind of indebtedness of the Authority or create any kind of lien on, or security

interest in, any property or revenues of the Authority that. In either case, is proscribed by any provision of the Authority's organizational documents or Applicable Law, or any contractual restriction binding on or affecting it or any of its assets.

Article 6

Taxes and Governmental Fees

6.1 The Contractor. As an Operating Expense funded by the Authority, the Contractor will be responsible for the timely payment of all taxes imposed or levied relating to the operation of the Golf Course Facilities.

6.2 Tax Reporting. Each of the Parties will be responsible for its own tax reporting. For purposes of tax reporting, the Parties will treat the transactions described in this Agreement in a manner consistent with the characterizations of such transactions in this Agreement.

6.3 Exemption. A Party, on notice from the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use Commercially Reasonable Efforts to obtain, and cooperate with the other Party obtaining, any exemption from or reduction of tax.

6.4 Contests. Should a Party wish to contest a tax imposed upon it, if necessary for the purpose of contesting such tax, it shall immediately notify the other Party of the nature of the tax, the reason for the contest, and specify any action that may be required of the other Party. Each Party shall cooperate with the other in connection with such contest. The Party bringing the contest shall be responsible for the costs incurred in contesting such assessment.

Article 7

Events of Default

7.1 Contractor Events of Default. The following events shall be defaults with respect to the Agreement (each, a "Contractor Default").

(a) The Contractor: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails, or admits, in writing, its inability, generally to pay its debts as they become due; (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation, or (2) is not dismissed, discharged, stayed or restrained in each case within sixty (60) days of the institution or presentation thereof; (iv) has a resolution passed for its liquidation (other than pursuant to a consolidation, amalgamation or merger); (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment,

sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets; (vii) causes or is subject to any event with respect to it, which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vi)(inclusive); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(b) The Contractor fails to pay the Authority any undisputed amount owed under this Agreement within thirty (30) days of receipt of a written notice from the Authority that such payment is past due.

(c) The Contractor fails to perform any covenant set forth in this Agreement and the failure to perform is not cured within thirty (30) days after the Authority notifies the Contractor, in writing, of the failure. In the event that the failure to perform cannot be cured with reasonable due diligence within the thirty (30) day period, and the Contractor has commenced and is continuing to attempt to effect a cure, a Contractor Default shall not be deemed to have occurred until the expiration of such longer period as may be reasonably necessary to complete the cure, but in no event shall such longer period exceed an additional sixty (60) days.

(d) Any representation made by the Contractor in this Agreement proves to have been false or misleading in any material respect when made.

7.2 Authority's Remedies. If any Contractor Default has occurred, the Authority may exercise one or more of the following remedies:

(a) The Authority may terminate this Agreement effective immediately in the case of a default under **Section 8.1(a)** or after the thirty (30) day notice period with respect to a payment default under **Section 8.1(b)**;

(b) The Authority may terminate this Agreement upon at least fifteen (15) days' written notice to the Contractor in the case of a breach under **Section 8.1(c)**;

(c) The Authority may terminate this Agreement as a whole upon at least thirty (30) days' written notice to the Contractor in the case of a breach of **Section 8.1(d)**; and

(d) The Authority may pursue any other remedy it may have at law or in equity.

7.3 Authority's Defaults. The following events shall be defaults with respect to the Local Unit (each, an "Authority Default"):

(a) The Authority is in breach of any material term of this Agreement if (i) such breach can be cured within thirty (30) days after the Contractor's written notice of such breach and the Authority fails to so cure, or (ii) the Authority fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; or

(b) The Authority fails to pay the Contractor any undisputed amount due

the Contractor under this Agreement within thirty (30) days of receipt of a written notice from the Contractor that such payment is past due;

(c) If (i) the Authority shall be adjudicated bankrupt or become subject to an order for relief under federal bankruptcy law, (ii) the Authority shall institute a proceeding seeking an order for relief under federal bankruptcy law or seeking to be adjudicated a bankrupt or insolvent or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or all of its debts under New Jersey bankruptcy or insolvency law, (iii) with the consent of the Authority, there shall be appointed a receiver, liquidator or similar official for the Authority under federal bankruptcy law or under New Jersey bankruptcy or insolvency law, or (iv) without the application, approval or consent of the Authority, a receiver, trustee, liquidator or similar official shall be appointed for the Authority under federal bankruptcy law or under New Jersey bankruptcy or insolvency law or a proceeding described in clause (ii) above shall be instituted against the Authority, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) consecutive days.

(d) Any representation made by the Authority in this Agreement proves to have been false or misleading in any material respect when made.

7.4 Contractor's Remedies. If the Authority Default has occurred and/or is continuing, the Contractor may exercise one or more of the following remedies:

(a) Terminate this Agreement upon at least fifteen (15) days' written notice to the Authority; and

(b) Pursue any other remedy it may have at law or in equity or under this Agreement with respect to the Authority.

7.5. Actions to Prevent Injury. If a Contractor Default or Authority Default creates an imminent risk of damage or injury to any person or any person's property, then in any such case, in addition to any other right or remedy that the non-defaulting Party may have, such Party may (but shall not be obligated to) take such action as it deems appropriate to prevent such damage or injury.

Article 8 LIMITATION OF LIABILITY; SURVIVAL

8.1 Limitation on Liability. Neither Party nor any of its indemnified persons shall be liable to any other Party or its indemnified persons for any special, punitive, exemplary, incidental, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, this Agreement or tort.

8.2 Survival. The provisions of this Article 8 shall survive the termination of this Agreement.

Article 9 FORCE MAJEURE

9.1 Definition. An act or event is a "Force Majeure Event" if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of commercially reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruption and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) Changes In Applicable Law or other action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (v) the impossibility for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any approval by a Governmental Authority necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or non-obtaining of such approval by a Governmental Authority is not attributable to the Party in question and that such Party has exercised its Commercially Reasonable Efforts to obtain such approval.

9.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is attributable to the occurrence of a Force Majeure Event; provided, that the Party claiming relief under this Article shall (i) notify the other Party, in writing, of the existence of the Force Majeure Event as soon as reasonably practicable and in any event within five (5) business days after becoming aware of such existence, (ii) immediately exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) immediately notify the other Party, in writing, of the cessation or termination of said Force Majeure Event, and (iv) resume performance of its obligations hereunder as soon as practicable thereafter. If the Contractor claims relief pursuant to a "Force Majeure Event," the Authority shall be excused from making payment to the Contractor until the Contractor resumes performing its obligations under this Agreement; provided, however, that the Authority shall not be excused from making any payments due to Contractor prior to the Force Majeure Event performance interruption.

9.3 Termination in Consequence of Force Majeure Event. If any Force Majeure Event shall have occurred that has affected the Contractor's performance of its obligations hereunder and has continued for a period of one hundred twenty (120) consecutive days or one hundred eighty (180) days in the aggregate, then the Authority shall be entitled to terminate this Agreement upon thirty (30) days written notice to the Contractor. If at the end of such thirty (30) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. By mutual agreement of the Parties, if the Golf Course Facilities are damaged or destroyed by a Force Majeure Event, it may be replaced within the time frames set forth above and subsequent to replacement and upon commencement of operation of the replacement Golf Course Facilities, all terms and conditions of this Agreement will remain in effect including the remaining Term and Optional Renewal Terms of this Agreement.

Article 10 INSURANCE

10.1 Insurance.

(a) The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the Authority and the County with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County of Middlesex. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the County of Middlesex by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the Authority prior to the commencement of the project. All Certificates of Insurance shall state that the "Middlesex County Improvement Authority and the County of Middlesex are additional insured" for this contract.

(b) General Liability: The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under the Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this Agreement. When such special hazards are encountered, the above coverage shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

(c) Automobile Liability Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 or bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

(d) Additional Insurance Requirements: All policies and Certificates of Insurance shall be approved by the Authority prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the Authority, County of Middlesex, including their agents and agencies, it being the intention of the Parties that the insurance policies so affected shall protect the Parties and be primary coverage for any and all losses covered by the above described insurance.

- The insurance companies issuing the policy or policies shall have no recourse against the Authority, County of Middlesex, including their agents and agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under this Agreement.

- The Contractor shall assume all responsibility to save and hold the Authority and the County of Middlesex harmless from any loss or damage to all materials, equipment and machinery involved under this Agreement.

- All Certificates of Insurance shall state that the Middlesex County Improvement Authority and the County of Middlesex is carried as "an additional insured" for the purposes of the Agreement, and shall include Form CG 20100704 attached or its equivalent as determined solely by the Authority.

(e) Liquor Law Liability: The Contractor shall provide a copy of a certificate verifying coverage of liquor liability insurance applicable to services to be rendered under this agreement with limits of \$1,000,000.00, the cost of which shall be the responsibility of the Contractor.

Contractor shall provide Worker's Compensation Liability Insurance, the premiums for which shall be an Operating Expense. Contractor shall provide proof of Worker's Compensation Insurance and comply with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

If at any time Contractor fails to maintain any of the foregoing policies, or if a company issuing any such policy shall become unsatisfactory to the Authority, the Contractor shall, upon notice to that effect from the Authority, promptly obtain a new policy, submit the same to the Authority for its approval and submit a Certificate thereof as above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the Contract, at the election of the Authority, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor of any liability under the Contract.

Article 11 INDEMNITY

11.1 The Contractor Indemnity. The Contractor agrees that it shall indemnify, defend and hold harmless the Authority and the County, their permitted successors and assigns and their respective directors, officers, employees, agents and representatives (collectively, the "Authority Indemnified Parties") from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, and all reasonable attorneys' fees, imposed on, incurred by or

asserted against the Authority Indemnified Parties in connection therewith, caused by any negligent acts, omissions or willful misconduct of the Contractor, or any of its officers, agents, employees, contractors or subcontractors, in connection with (i) personal injury or death to persons, damage to any property or facilities of any person or entity, (ii) environmental, health or safety matters or conditions (including on-site or off-site contamination), (iii) financial responsibility for corrective or remedial action under any Environmental Law or fines or penalties imposed under any Environmental Law, and (iv) any claim by third parties that the Authority or Contractor has infringed ownership rights in intellectual property. The Contractor shall not, however, be required to reimburse or indemnify any Authority Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Authority Indemnified Party. With respect to item (ii) and (iii) above, the Contractor shall have no indemnity obligation nor any remediation or other obligation with respect to on-site contamination that exists prior to commencement of the Services except to the extent a release or exacerbation of release of hazardous materials from the contaminated areas occurs due to the grossly negligent acts or willful misconduct of the Contractor or any of its officers, agents, employees, its contractors or subcontractors (or their employees or agents).

11.2 The Authority's Indemnity. The Authority agrees that it shall indemnify, defend and hold harmless the Contractor, its permitted successors and assigns and their respective directors, officers, members, shareholders, representatives, agents and employees (collectively, the "Contractor Indemnified Parties"), to the extent allowed by Applicable Law, from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, and all reasonable attorneys' fees, imposed on, incurred by or asserted against the Contractor Indemnified Parties in connection therewith, caused by any negligent acts, omissions or willful misconduct of the Authority, the Authority's performance under this Agreement, or any of its officers, agents, employees, contractors or subcontractors in connection with (i) personal injury or death to persons, damage to any property or facilities of any person or entity, (ii) environmental, health or safety matters or conditions (including on-site or off-site contamination), (iii) financial responsibility for corrective or remedial action under any Environmental Law or fines or penalties imposed under any Environmental Law, at the Golf Course Facilities. The Authority shall not, however, be required to reimburse or indemnify any Contractor Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Contractor Indemnified Party. With respect to item (ii) and (iii) above, as between the Contractor and the Authority, the Authority shall have sole responsibility for, and indemnify the Contractor Indemnified Parties against, all costs and remediation obligations with respect to on-site contamination that exists prior to commencement of the Services except to the extent the Contractor bears responsibility in accordance with the last sentence of **Section 11.1**.

Article 12

Miscellaneous

12.1 Notices. All notices required or permitted to be given under this Agreement shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

To the Contractor: Billy Casper Golf, LLC
12700 Sunrise Valley Drive, Suite 300
Reston, Virginia 20191
Attention: Michael Cutler

With a copy to: Moore & Lee, LLP
1650 Tysons Boulevard, Suite 1450
McLean, Virginia 22102
Attn: Charlie C.H. Lee

To the Authority: Middlesex County Improvement Authority
101 Interchange Plaza, Suite 202
Cranbury, New Jersey 08512
Attention: H. James Polos, Executive Director

With a copy to: Louis N. Rainone, Esq. General Counsel
Rainone Coughlin Minchello, LLC
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830

12.2 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties, or to impose any partnership duty, obligation or liability on the Parties. No Party shall act as agent of the other, have the authority or hold itself out as having the authority to bind the other Party to any Agreement, obligation or commitment or take any other action on behalf of the other Party, in each case except as expressly set forth in this Agreement.

12.3 Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.

12.4 Further Assurances. Each Party hereby agrees to take or cause to be taken, all actions, including the execution of additional instruments or documents, necessary to give full effect to the provisions of this Agreement.

12.5 Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and their respective successor and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

12.6 Governing Law. This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of New Jersey, without reference to principles of conflicts of laws thereunder.

12.7 Dispute Resolution.

(a) **Conference.** Either Party (the "Initiating Party") may raise a concern regarding interpretation or clarification of this Agreement, or the acceptable performance thereof ("Dispute") by submitting a summary of the issue and its position with respect to said issue in writing to the non-Initiating Party. The non-Initiating Party shall, within thirty (30) days of receipt of the writing from the Initiating Party, respond with a written response of its position on the issue. Either Party may, after the exchange of written positions, send a notice of dispute to the other Party requesting a conference of management personnel with authority to resolve the dispute. Such conference between management personnel designated by each of the Parties shall be held within ten (10) days of delivery of the notice of dispute or such other time as mutually agreed to by the Parties. In the event the Parties are unable to resolve the dispute through the procedures set forth in this Section, either Party shall have the right to pursue the remedies in accordance with the procedures set forth in subsections (b) and (c) below.

(b) **Arbitration.** If permitted or required by Applicable Law, any controversy or claim arising out of or relating to this Agreement or the breach thereof, which cannot be resolved pursuant to the procedures described in **Section 12.7(a)**, shall be resolved by arbitration. This Agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The award of the arbitrators shall be final, and a judgment may be entered upon it by any court having jurisdiction. A Party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so. Unless the Parties otherwise agree in writing, within fifteen (15) days of the date of receipt of such notice, each Party shall serve upon the other the name of one individual, knowledgeable in matters pertaining to the performance of Golf Course Management Services agreements and to the subject matter of the dispute, to serve as an arbitrator. If either Party fails to select an arbitrator and notify the other Party of that selection within such fifteen (15) day period, the other Party may request the American Arbitration Association to select the arbitrator. The two arbitrators so selected shall select a third arbitrator within fifteen (15) days after the selection of the two arbitrators or, if the two arbitrators cannot agree upon a third arbitrator, the American Arbitration Association shall select the third arbitrator. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing, and shall be conducted in Middlesex County, New Jersey, unless the Parties agree otherwise. Discovery shall be made available in accordance with the procedures set forth in the Federal Rules of Civil Procedure, but to a degree limited by the arbitrators as they deem appropriate to render the proceedings economical, efficient, expeditious and fair. Interest at the specified rate shall be added to any monetary award for sums found to have been due under this Agreement. Each Party shall bear its own costs of the arbitration and the Parties shall equally divide the fees and costs of the agreed upon arbitrators.

(c) **Legal Proceedings.** If arbitration as set forth in **Section 12.7(b)** is not permitted by Applicable Law, any controversy or claim arising out of or relating to this Agreement or the breach thereof, which cannot be resolved pursuant to the procedures described in **Section 12.7(a)**, shall be brought by an action, suit, or proceeding in the Superior Court of the State of New Jersey, in Middlesex County. Each Party waives any objection which it or they may have at any time to the laying of venue of any action, suit or proceeding in any such court and consents to service of process, waives any claim that any such action, suit, or proceeding has been brought in an inconvenient forum and waives the right to object that such court does not have jurisdiction over the Parties. In order to expedite resolution of any actions, suits, or proceedings that arise under this Agreement, each of the Parties irrevocably waives the right to trial by jury in any such actions, suit, or proceeding of any kind or nature in any court to which it may be a Party.

(d) During the pendency of any Dispute, the Parties will continue to perform the obligations imposed upon them under this Agreement to the fullest extent possible, without prejudice to their respective positions in the Dispute.

12.8 Entire Agreement. This Agreement, together with the RFP, Contractor Proposal, Exhibits and Schedules hereto, constitute the entire agreement and understanding between the Contractor and the Authority with respect to the subject matter hereof and supersedes all other prior oral and/or written agreements relating to the subject matter hereof, which are of no further force or effect. The RFP, Contractor Proposal, Exhibits and Schedules referred to herein are integral parts hereof and thereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of the RFP, Contractor Proposal, Exhibit or Schedule, the provisions of this Agreement shall prevail, and such RFP, Contractor Proposal, Exhibit or Schedule shall be corrected accordingly. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12.9 Amendment. No amendment, modification, waiver, change or addition hereto shall be effective or binding on any of the Parties hereto unless the same is in writing and signed by each of the Parties hereto.

12.10 Waivers. Any waiver, express or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any other Party shall not constitute or be deemed as a waiver of any other right or of any other failure to perform or breach of this Agreement by such other Party, whether of a similar or dissimilar nature.

12.11 Severability. In the event of the invalidity or unenforceability of any provision of this Agreement, the validity or enforceability of the other provisions hereof shall not be affected and the Parties shall substitute for such invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

12.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one in the same instrument.

12.13 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile deliver of the signature page of a counterpart to the other Parties, and if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Parties. However, this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

12.14 Attorneys' Fees. Other than as specifically provided herein, if any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys'

fees, expenses, expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

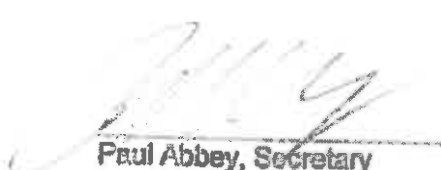
12.15 Records Retention. Contractor shall maintain all documentation related to the Services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

12.16 Non-Discrimination. Contractor shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, religion, sex, marital status, age, ancestry or affectional or sexual orientation.

[Signatures on the following page]

ATTEST:

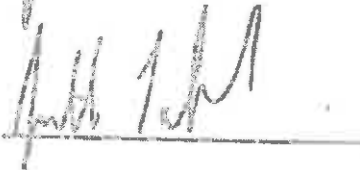
MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY


Paul Abbey, Secretary

By: 
James P. Nolan, Chairman

WITNESS:

BILLY CASPER GOLF



JOHN TATARIAN

By: 
R. Alexander Elmore, President

By: 
Michael K. Cutler, Senior Vice President

[Signature Page]

Schedule A
Maintenance Equipment Inventory

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

Golf Course	Year	Description	Serial Number	Cost (new)	Cost (value)
MeadowsGC-Club	2006	TAN GOLF CART #13	AQ0641692950	\$ 3,178	\$ 3,178
MeadowsGC-Club	2006	TAN GOLF CART #25	AQ0641692962	\$ 3,178	\$ 3,178
MeadowsGC-Club	2016	BEIGE GOLF CART #189	JE1647701114	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #131	JE1647700806	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #176	JE1647700912	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #188	JE1647701112	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #145	JE1647700823	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #174	JE1647700910	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #170	JE1647700906	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #165	JE1647700901	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #160	JE1647700896	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #155	JE1647700833	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #185	JE1647701106	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #195	JE1647701124	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #179	JE1647700919	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #200	JE1647701131	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #181	JE1647700921	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #146	JE1647700824	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #137	JE1647700812	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #196	JE1647701126	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #159	JE1647700895	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #198	JE1647701129	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #187	JE1647701109	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #172	JE1647700908	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #191	JE1647701117	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #175	JE1647700911	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #194	JE1647701123	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #177	JE1647700913	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #157	JE1647700893	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #186	JE1647701107	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #163	JE1647700899	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #180	JE1647700920	\$ 3,452	\$ 3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #182	JE1647700922	\$ 3,452	\$ 3,452

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

MeadowsGC-Club	2016	BEIGE GOLF CART #192	JE1647701119	\$	3,452	\$	3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #197	JE1647701128	\$	3,452	\$	3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #148	JE1647700826	\$	3,452	\$	3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #199	JE1647701130	\$	3,452	\$	3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #184	JE1647700924	\$	3,452	\$	3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #140	JE1647700815	\$	3,452	\$	3,452
MeadowsGC-Club	2016	BEIGE GOLF CART #158	JE1647700894	\$	3,452	\$	3,452
MeadowsGC-Club	2017	GOLF CART #56	JE1746-832406	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #57	JE1746-832407	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #58	JE1746-832408	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #59	JE1746-832409	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #60	JE1746-832410	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #61	JE1746-832411	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #62	JE1746-832413	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #63	JE1746-832415	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #64	JE1746-832416	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #65	JE1746-832417	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #66	JE1746-832418	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #67	JE1746-832419	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #68	JE1746-832420	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #69	JE1746-832422	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #70	JE1746-832423	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #71	JE1746-832424	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #72	JE1746-832425	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #73	JE1746-832426	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #74	JE1746-832428	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #75	JE1746-832429	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #76	JE1746-832431	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #77	JE1746-832432	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #78	JE1746-832433	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #79	JE1746-832434	\$	4,192	\$	4,192
MeadowsGC-Club	2017	GOLF CART #80	JE1746-832435	\$	4,192	\$	4,192
MeadowsGC-Club	1998	OASIS BEVERAGE CART	1426844	\$	5,000	\$	5,000
MeadowsGC-Club	2017	GOLFBOARD	17080217000	\$	6,500	\$	6,500
MeadowsGC-Club	2017	GOLFBOARD	17080216900	\$	6,500	\$	6,500

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

MeadowsGC-Maint	2006	TORO REELMASTER 5500	N/A	\$	44,147	\$	44,147
MeadowsGC-Maint	2001	NEW HOLLAND LB75-205 BACKHOE	NB956322	\$	35,502	\$	35,502
MeadowsGC-Maint	2011	TORO GROUNDSMASTER 3500-D	311000347	\$	30,181	\$	30,181
MeadowsGC-Maint	2004	TORO GREENSMASER 3100	04356-230001621	\$	22,119	\$	22,119
MeadowsGC-Maint	2001	TORO GREENSMASER 3100 #4	04359-20001136	\$	20,269	\$	20,269
MeadowsGC-Maint	2002	TORO GREENSMASER 3100 #6	04353-220000333	\$	20,259	\$	20,259
MeadowsGC-Maint	2001	CUSHMAN TRUCKSTER	LM7070-898662-3188822	\$	19,490	\$	19,490
MeadowsGC-Maint	2000	TORO GREENSMASER 3100	04353-20000111	\$	18,983	\$	18,983
MeadowsGC-Maint	2007	CUSHMAN 4 WHEEL TRUCKSTER 84056	2474102	\$	18,000	\$	18,000
MeadowsGC-Maint	2001	TORO 5020 SAND PRO/PLOW	08886-210000455	\$	15,498	\$	15,498
MeadowsGC-Maint	2013	TORO MD UTILITY VEHICLE	313000533	\$	9,976	\$	9,976
MeadowsGC-Maint	2016	SPEEDAIRE COMPRESSOR	4ME97AAGM07-1934090	\$	1,042	\$	1,042
MeadowsGC-Maint	2001	TURFCO TOPDRESSER ATTACHMENT	C00158-85450	\$	4,850	\$	4,850
MeadowsGC-Maint	2009	STIHL BR600 BACKPACK BLOWER	C281161992	\$	394	\$	394
MeadowsGC-Maint	2009	STIHL BR600 BACKPACK BLOWER	28161999	\$	394	\$	394
MeadowsGC-Maint	2006	2 LESCO ROTARY SPREADER	N/A	\$	339	\$	339
MeadowsGC-Maint	2016	GREENSMASER 3150-Q	04358-316000801	\$	30,145	\$	30,145
MeadowsGC-Maint	2016	GREENSMASER 3150-Q	04358-316000777	\$	30,145	\$	30,145
MeadowsGC-Maint	2016	REELMASTER 5510-D	03607-316001245	\$	55,944	\$	55,944
MeadowsGC-Maint	2016	WORKMAN MDX	07273-315000973	\$	10,449	\$	10,449
MeadowsGC-Maint	2016	HDX SPRAYMAN	07383-316000135	\$	37,001	\$	37,001
MeadowsGC-Maint	2017	PRO CORE 648	400835102	\$	22,210	\$	22,210
MeadowsGC-Maint	2017	SANDPRO 5040	400790120	\$	22,150	\$	22,150
MeadowsGC-Maint	2017	PROPASS 200 WIRELESS TOPDRESSER	400683563	\$	11,802	\$	11,802
MeadowsGC-Maint	2017	GREENSPRO 1260	400499688	\$	12,062	\$	12,062
MeadowsGC-Maint	2017	WORKMAN HDX	315000973	\$	22,805	\$	22,805
MeadowsGC-Maint	2017	DEERE 5085M TRACTOR	ILV5085MJHH100915	\$	39,339	\$	39,339
MeadowsGC-Maint	2017	JACOBSEN XD TURF TRUCKSTER/HARVESTOR	7000004	\$	30,488	\$	30,488
MeadowsGC-Maint	2017	DUAL ROTAR MASTER 4000	24324	\$	5,800	\$	5,800
MeadowsGC-Maint	2017	PRO FORCE DEBRIS BLOWER	401236055	\$	14,519	\$	14,519
MeadowsGC-Maint	2016	HDX SPRAYMAN	316000205	\$	7,259	\$	7,259
MeadowsGC-Maint	2016	LELY L1500 SPREADER	23215123025621	\$	4,250	\$	4,250
MeadowsGC-Maint	2016	GROUNDSMASTER 4000-D	400957640	\$	62,779	\$	62,779
MeadowsGC-Maint	2017	PROPASS 200 WIRELESS TOPDRESSER	400476266	\$	11,802	\$	11,802
MeadowsGC-Maint	2017	FORD F-250 PLUS PLOW	1FTBF2B6XHEB93325	\$	32,958	\$	32,498

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

MeadowsGC-Maint	2017	AMA00246/244 COMMERCIAL MOWER BROOM	MB04743	\$	5,047	\$	5,047
MeadowsGC-Maint	2017	TORO GROUNDSMASTER 3280D	401367321	\$	21,538	\$	21,538
MeadowsGC-Maint	2017	TORO PRO FORCE DEBRIS BLOWER	401236032	\$	7,259	\$	7,259
MeadowsGC-Maint	2018	TORO WORKMAN HDX UTILITY VEHICLE		\$	22,805	\$	22,805
MeadowsGC-Maint	2018	TORO WORKMAN HDX UTILITY VEHICLE		\$	22,805	\$	22,805
MeadowsGC-Maint	2018	TORO VERSA VAC SWEEPER WITH HOSE		\$	23,223	\$	23,223
MeadowsGC-Maint	2018	TORO GROUNDSMASTER 7200 100" ZERO TURN		\$	34,382	\$	34,382
MeadowsGC-Maint	2018	TORO WORKMAN MDX GAS		\$	10,449	\$	10,449
MeadowsGC-Maint	2018	TORO PRO-CORE 1298		\$	31,245	\$	31,245
MeadowsGC-Maint	2018	GREENSGROOMER BRUSH 920E	921893	\$	3,020	\$	3,020
MeadowsGC-Maint	2018	GAS PRESSURE WASHER GH3003	GH3003+3MGH	\$	2,400	\$	2,400
MeadowsGC-Maint	2017	PRO FORCE DEBRIS BLOWER	401236055	\$	7,259	\$	7,259
MeadowsGC-Maint	2018	JOHN DEERE 4066 TRACTOR WITH LOADER AND BACKHOE	11LV4066RLJ101643	\$	49,281	\$	49,281
MeadowsGC-Maint	2003	JOHN DEERE 5420 TRACTOR	LV5420S343369	-	-	-	-
MeadowsGC-Maint	2003	JOHN DEERE 5425 TRACTOR	LV5425S240415	-	-	-	-
MeadowsGC-Maint	2005	TRACTOR/MOWER	240000662	-	-	-	-
RaritanGC-Club	2001	CLUB CAR 272 CARRYALL	QG0149-100019	\$	7,424	\$	7,424
RaritanGC-Club	2008	SINGLE RIDER GOLF CART	724H005098	\$	5,347	\$	5,347
RaritanGC-Club	2012	GOLF CART #21	2812939	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #22	2812940	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #23	2812925	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #3	2812941	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #4	2812922	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #11	2812930	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #13	2812926	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #19	2812935	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #24	2812929	\$	3,895	\$	3,895
RaritanGC-Club	2012	GOLF CART #25	2812936	\$	3,895	\$	3,895
RaritanGC-Club	2016	BEIGE GOLF CART #178	JE1647700914	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #125	JE1647700778	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #135	JE1647700810	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #153	JE1647700831	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #130	JE1647700805	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #129	JE1647700804	\$	3,452	\$	3,452

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

RaritanGC-Club	2016	BEIGE GOLF CART #110	JE1647700763	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #116	JE1647700769	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #124	JE1647700777	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #132	JE1647700807	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #133	JE1647700808	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #134	JE1647700809	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #136	JE1647700811	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #141	JE1647700816	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #142	JE1647700820	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #154	JE1647700832	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #156	JE1647700834	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #164	JE1647700900	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #166	JE1647700902	\$	3,452	\$	3,452
RaritanGC-Club	2016	BEIGE GOLF CART #169	JE1647700905	\$	3,452	\$	3,452
RaritanGC-Maint	2006	FORD F-250 PLUS PLOW	LP # 956CG	\$	19,992	\$	19,992
RaritanGC-Maint	2006	RYAN 548 AERATOR/SEEDER	N/A	\$	8,250	\$	8,250
RaritanGC-Maint	2001	GRADEN VERTICUTTER	001105	\$	5,800	\$	5,800
RaritanGC-Maint	2006	UTILITY VEHICLE	2443990	\$	6,275	\$	6,275
RaritanGC-Maint	2001	TURFCO METER MATIC TOPDRESSER	C00118	\$	4,850	\$	4,850
RaritanGC-Maint	2013	STHIL BR 600 BACKPACK BLOWER	294716089	\$	410	\$	410
RaritanGC-Maint	2013	STHIL BR 600 BACKPACK BLOWER	294716088	\$	410	\$	410
RaritanGC-Maint	2013	STIHL FS 110 WEED EATER	295011790	\$	304	\$	304
RaritanGC-Maint	2013	STIHL FS 110 WEED EATER	294716088	\$	304	\$	304
RaritanGC-Maint	2001	JACOBSEN ROTARY MOWER	3203800155	\$	930	\$	930
RaritanGC-Maint	N/A	RAPID RELIEF 1000	N/A	\$	925	Scrap	
RaritanGC-Maint	2016	GREENSMASER 3150-Q C16	316000791	\$	30,145	\$	30,145
RaritanGC-Maint	2016	SAND PRO 5040 B16	316000601	\$	22,150	\$	22,150
RaritanGC-Maint	2016	MULTI PRO 1750 SPRAYER A16	316000450	\$	31,390	\$	31,390
RaritanGC-Maint	2017	SPRAYMAN	400642857	\$	37,509	\$	37,509
RaritanGC-Maint	2017	DUAL ROTA MASTER 4000 GRINDER E-17	24323	\$	5,800	\$	5,800
RaritanGC-Maint	2017	TORO GREENSMASER 3150Q BLADED REEL	400881892	\$	29,259	\$	29,259
RaritanGC-Maint	2017	TORO WORKMAN MDX B-17	401034185	\$	10,449	\$	10,449
RaritanGC-Maint	2017	TORO WORKMAN MDX A-17	316000525	\$	10,449	\$	10,449
RaritanGC-Maint	2017	TORO PRO FORCE DEBRIS BLOWER D-17	401236056	\$	7,259	\$	7,259
RaritanGC-Maint	2018	TORO 3150 GREENS MOWERS	403167307	\$	30,127	\$	30,127

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

RaritanGC-Maint	2018	TORO 3150 GREENS MOWERS	403167306	\$	30,127	\$	30,127
RaritanGC-Maint	2018	TORO WORKMAN MDX GAS	403152769	\$	10,449	\$	10,449
RaritanGC-Maint	2018	TORO WORKMAN MDX GAS	403132913	\$	10,449	\$	10,449
RaritanGC-Maint	2018	TORO WORKMAN HDX 3200 UTILITY VEHICLE	403206567	\$	28,135	\$	28,135
RaritanGC-Maint	2018	TORO GROUNDSMASTER 3280D MOWER	403132988	\$	21,538	\$	21,538
RaritanGC-Maint	2018	AMA00246/244 COMMERCIAL MOWER BROOM		\$	5,047	\$	5,047
RaritanGC-Maint	2018	GREENSGROOMER BRUSH 920E	921796	\$	3,020	\$	3,020
RaritanGC-Maint	2018	GAS PRESSURE WASHER GH3003	15120395	\$	2,400	\$	2,400
RaritanGC-Maint	2006	FORD 250 PICKUP (PLATE NO. P956CG)	1FTNF21555ED96240 (VIN #)		-		-
TamarackGC-Club	2011	SINGLE RIDER GOLF CART	724DH104S	\$	7,400	\$	7,400
TamarackGC-Club	2011	GOLF CART #97	2756057	\$	3,695	\$	3,695
TamarackGC-Club	2011	GOLF CART #98	2756052	\$	3,695	\$	3,695
TamarackGC-Club	2007	GOLF CART #3	2531590	\$	3,117	\$	3,117
TamarackGC-Club	2007	GOLF CART #13	2531583	\$	3,117	\$	3,117
TamarackGC-Club	2007	GOLF CART #14	2531580	\$	3,117	\$	3,117
TamarackGC-Club	2007	GOLF CART #31	2531568	\$	3,117	\$	3,117
TamarackGC-Club	2007	GOLF CART #27	2531575	\$	3,117	\$	3,117
TamarackGC-Club	2007	GOLF CART #29	2531555	\$	3,117	\$	3,117
TamarackGC-Club	2004	GOLF CART #64	2236204	\$	2,989	\$	2,989
TamarackGC-Club	2004	GOLF CART #65	2236487	\$	2,989	\$	2,989
TamarackGC-Club	2004	GOLF CART #67	2236494	\$	2,989	\$	2,989
TamarackGC-Club	2004	GOLF CART #49	2236209	\$	2,989	\$	2,989
TamarackGC-Club	2004	GOLF CART #55	2236501	\$	2,989	\$	2,989
TamarackGC-Club	2004	GOLF CART #71	2236202	\$	2,989	\$	2,989
TamarackGC-Club	2004	GOLF CART #74	2236474	\$	2,989	\$	2,989
TamarackGC-Club	2016	BEIGE GOLF CART #101	JE1647700748	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #102	JE1647700749	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #103	JE1647700750	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #104	JE1647700751	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #105	JE1647700752	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #106	JE1647700755	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #107	JE1647700760	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #108	JE1647700761	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #109	JE1647700762	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #111	JE1647700764	\$	3,452	\$	3,452

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Club	2016	BEIGE GOLF CART #112	JE1647700765	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #113	JE1647700766	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #114	JE1647700767	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #115	JE1647700768	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #117	JE1647700770	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #118	JE1647700771	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #119	JE1647700772	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #120	JE1647700773	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #121	JE1647700774	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #122	JE1647700775	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #123	JE1647700776	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #126	JE1647700779	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #127	JE1647700780	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #128	JE1647700781	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #138	JE1647700813	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #139	JE1647700814	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #143	JE1647700821	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #144	JE1647700822	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #147	JE1647700825	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #149	JE1647700827	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #150	JE1647700828	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #151	JE1647700829	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #152	JE1647700830	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #161	JE1647700897	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #162	JE1647700898	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #167	JE1647700903	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #168	JE1647700904	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #171	JE1647700907	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #173	JE1647700909	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #183	JE1647700923	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #190	JE1647701116	\$	3,452	\$	3,452
TamarackGC-Club	2016	BEIGE GOLF CART #193	JE1647701121	\$	3,452	\$	3,452
TamarackGC-Club	2017	GOLF CART #1	JE1746-832439	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #2	JE1746-832440	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #3	JE1746-832445	\$	4,192	\$	4,192

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Club	2017	GOLF CART #4	JE1746-832446	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #5	JE1746-832447	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #6	JE1746-832448	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #7	JE1746-832450	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #8	JE1746-832451	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #9	JE1746-832452	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #10	JE1746-832453	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #11	JE1746-832457	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #12	JE1746-832458	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #13	JE1746-832459	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #14	JE1746-832460	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #15	JE1746-832461	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #16	JE1746-832462	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #17	JE1746-832463	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #18	JE1746-832464	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #19	JE1746-832465	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #20	JE1746-832467	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #21	JE1746-832468	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #22	JE1746-832469	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #23	JE1746-832470	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #24	JE1746-832471	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #25	JE1746-832369	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #26	JE1746-832370	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #27	JE1746-832371	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #28	JE1746-832372	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #29	JE1746-832373	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #30	JE1746-832374	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #31	JE1746-832375	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #32	JE1746-832376	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #33	JE1746-832377	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #34	JE1746-832378	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #35	JE1746-832379	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #36	JE1746-832380	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #37	JE1746-832382	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #38	JE1746-832383	\$	4,192	\$	4,192

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Club	2017	GOLF CART #39	JE1746-832384	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #40	JE1746-832385	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #41	JE1746-832387	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #42	JE1746-832388	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #43	JE1746-832389	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #44	JE1746-832390	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #45	JE1746-832392	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #46	JE1746-832393	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #47	JE1746-832395	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #48	JE1746-832396	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #49	JE1746-832397	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #50	JE1746-832398	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #51	JE1746-832399	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #52	JE1746-832400	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #53	JE1746-832402	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #54	JE1746-832403	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLF CART #55	JE1746-832405	\$	4,192	\$	4,192
TamarackGC-Club	2017	GOLFBOARD	17080217100	\$	6,500	\$	6,500
TamarackGC-Club	2017	GOLFBOARD	17080217300	\$	6,500	\$	6,500
TamarackGC-Club	2017	GOLFBOARD	17080219200	\$	6,500	\$	6,500
TamarackGC-Club	2017	GOLFBOARD	17080217200	\$	6,500	\$	6,500
TamarackGC-Club	2017	TRUCKSTER WITH BALL CAGE		\$	8,872	\$	8,872
TamarackGC-Maint	1995	FORD 655D BACKHOE	2372	\$	42,370	\$	42,370
TamarackGC-Maint	2008	TORO MULTI PRO 5700 W/ SPRAY SYSTEM	N/A	\$	40,100	\$	40,100
TamarackGC-Maint	2001	TORO REELMASTER 5500D	03550-210000423	\$	37,200	\$	37,200
TamarackGC-Maint	2006	FORD F-450 AND PLOW	LP # 442CG	\$	33,316	\$	33,316
TamarackGC-Maint	2006	TORO AERATOR 880	N/A	\$	28,135	\$	28,135
TamarackGC-Maint	2011	TORO GREENSMASER 3150Q	04357-311000429	\$	25,361	\$	25,361
TamarackGC-Maint	2011	TORO GREENSMASER 3150Q	04357-311000434	\$	25,361	\$	25,361
TamarackGC-Maint	2007	JOHN DEERE 5425 2WD TRACTOR	LV54255240415	\$	24,289	\$	24,289
TamarackGC-Maint	1995	TORO 5200 MULTI PRO	40145	\$	23,500	\$	23,500
TamarackGC-Maint	2004	TORO GREENSMASER 3100	04536-230001578	\$	22,119	\$	22,119
TamarackGC-Maint	2006	SMITHCO PULL TYPE V-72 SWEEPER	N/A	\$	22,000	\$	22,000
TamarackGC-Maint	1996	FORD 1520 LOADER/BACKHOE	N/A	\$	21,470	\$	21,470
TamarackGC-Maint	2008	GROUNDMASTER 328D ROUGH MOWER	N/A	\$	21,250	\$	21,250

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Maint	2008	GROUNDMASTER 328D ROUGH MOWER	N/A	\$	21,250	\$	21,250
TamarackGC-Maint	2008	TORO SAND PRO 5040	N/A	\$	21,161	\$	21,161
TamarackGC-Maint	1993	TORO WORKMAN 200 GAS SPRAYER	30591	\$	20,490	\$	20,490
TamarackGC-Maint	2004	SMITHCO BIC VAC 72-002	3137-002	\$	20,000	\$	20,000
TamarackGC-Maint	2011	TORO WORKMAN HDX	311000212	\$	19,574	\$	19,574
TamarackGC-Maint	2004	JOHN DEERE 5420 TRACTOR	LV5420S343360	\$	18,799	\$	18,799
TamarackGC-Maint	2002	TORO REELMASTER 5500D	03550-220000229	\$	18,500	\$	18,500
TamarackGC-Maint	2006	LOCKE MP 3132	LT-01642	\$	15,520	\$	15,520
TamarackGC-Maint	1996	TORO GREENSMASER	04350-60484	\$	15,300	\$	15,300
TamarackGC-Maint	1996	TORO GREENSMASER	04350-60510	\$	15,300	\$	15,300
TamarackGC-Maint	2013	PROGRESSIVE TD-65-2 MOWER	PRG526512B	\$	15,113	\$	15,113
TamarackGC-Maint	1988	BRUSH BANDIT CHIPPER	1943	\$	15,000	\$	15,000
TamarackGC-Maint	2001	TORO SAND PRO 5020	0886-210000230	\$	14,899	\$	14,899
TamarackGC-Maint	1998	ROTODARON	75085	\$	14,330	\$	14,330
TamarackGC-Maint	1996	JOHN DEERE 5200 TRACTOR	LU5200ES21995	\$	13,305	\$	13,305
TamarackGC-Maint	2006	TORO GROUNDMASTER 328D	N/A	\$	13,255	\$	13,255
TamarackGC-Maint	1993	CUSHMAN	93008082	\$	12,975	\$	12,975
TamarackGC-Maint	1999	TORO WORKMAN W/ SPRAYER KIT	07202-90419	\$	12,490	\$	12,490
TamarackGC-Maint	1996	GROUNDMASTER 325D	51156	\$	12,005	\$	12,005
TamarackGC-Maint	1996	GROUNDMASTER 325D	60353	\$	12,005	\$	12,005
TamarackGC-Maint	1980	MASSEY FERGUSON TRACTOR	M245	\$	12,000	\$	12,000
TamarackGC-Maint	2013	TORO WORKMAN MDX 07273	313000251	\$	9,976	\$	9,976
TamarackGC-Maint	2013	TORO WORKMAN MDX 07273	313000532	\$	9,976	\$	9,976
TamarackGC-Maint	1989	COREMASTER 12 AIRATOR	10844	\$	9,786	\$	9,786
TamarackGC-Maint	1999	TORO HAND THROTTLE/GOVERNOR LN123	41220	\$	8,369	\$	8,369
TamarackGC-Maint	1995	TORO 5200 TOP DRESSER	40108	\$	8,000	\$	8,000
TamarackGC-Maint	2000	AEROVATOR AE-80	0755	\$	7,732	\$	7,732
TamarackGC-Maint	1986	VICON FAIRWAY SPREADER	22107	\$	7,600	\$	7,600
TamarackGC-Maint	1999	JD GATOR 6X4 MINI-DUMP	W006X4X039518	\$	7,434	\$	7,434
TamarackGC-Maint	2001	CLUB CAR 272 CARRYALL	QG0133-049434	\$	7,424	\$	7,424
TamarackGC-Maint	2001	CLUB CAR 272 CARRYALL	QG0133-049435	\$	7,424	\$	7,424
TamarackGC-Maint	2004	MANITOWAC EQUIP LIFT	1346-A	\$	6,763	\$	6,763
TamarackGC-Maint	2004	EZ GO MPT 1200 W/ RANGE CAGE	219918	\$	6,495	\$	6,495
TamarackGC-Maint	1996	JOHN DEERE GATOR 4X6	W006X4X019753	\$	6,413	\$	6,413
TamarackGC-Maint	2004	EZ GO MPT 480 UTILITY VEHICLE	2238777	\$	6,395	\$	6,395

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Maint	2004	EZ GO MPT 480 UTILITY VEHICLE	2238556	\$	6,395	\$	6,395
TamarackGC-Maint	1981	JOHN DEERE TRACTOR M650	1391	\$	6,390	\$	6,390
TamarackGC-Maint	1996	JACOBSON FAIRWAY SEEDER M82548	5855	\$	5,500	\$	5,500
TamarackGC-Maint	1992	JAC WALK BEHIND GREENSMOWER	3029	\$	4,980	\$	4,980
TamarackGC-Maint	1992	JAC WALK BEHIND GREENSMOWER	3118	\$	4,980	\$	4,980
TamarackGC-Maint	2013	TORO 600 DEBRIS BLOWER	313000102	\$	4,958	\$	4,958
TamarackGC-Maint	1990	HARLEY LANDSCAPE RAKE	80A03119	\$	4,850	\$	4,850
TamarackGC-Maint	2013	STHIL MS 362 20" CHAIN SAW	292993807	\$	369	\$	369
TamarackGC-Maint	2006	CUSHMAN CORE HARVESTER	N/A	\$	4,700	\$	4,700
TamarackGC-Maint	2011	TORO 600 DEBRIS BLOWER	44536-310000164	\$	4,646	\$	4,646
TamarackGC-Maint	2011	TORO VICON PS 403 SPREADER	N/A	\$	4,531	\$	4,531
TamarackGC-Maint	2013	STHIL BR 600 BACKPACK BLOWER	294716077	\$	410	\$	410
TamarackGC-Maint	2013	STHIL BR 600 BACKPACK BLOWER	294716087	\$	410	\$	410
TamarackGC-Maint	1993	TORO GREENSMASER 1000	31679	\$	3,975	\$	3,975
TamarackGC-Maint	2013	STIHL FS 110 WEED EATER	295011656	\$	304	\$	304
TamarackGC-Maint	2013	STIHL FS 110 WEED EATER	295011788	\$	304	\$	304
TamarackGC-Maint	2013	STHIL HT131 POLE SAW	292175633	\$	510	\$	510
TamarackGC-Maint	1997	TURFCO SOD CUTTER	790020	\$	3,200	\$	3,200
TamarackGC-Maint	2004	TORO DEBRIS BLOWER	30855-240000165	\$	3,196	\$	3,196
TamarackGC-Maint	2006	TORO DEBRIS BLOWER	N/A	\$	3,196	Scrap	
TamarackGC-Maint	2004	GREENS GROOMER BROOM	722498	\$	2,400	\$	2,400
TamarackGC-Maint	1997	RANSOMES 48" WALKBEHIND MOWER	930100	\$	2,048	\$	2,048
TamarackGC-Maint	1998	TORO DEBRIS BLOWER	70244	\$	2,000	\$	2,000
TamarackGC-Maint	2010	BACK PACK BLOWER BR600	310000102	\$	788	\$	788
TamarackGC-Maint	2013	STHIL MS 271 18" CHAIN SAW	292433212	\$	574	\$	574
TamarackGC-Maint	1998	ALKOTA PRESSURE WASHER 193597	237743862	\$	2,790	\$	2,790
TamarackGC-Maint	1995	TORO 5200 DUMP BED	40118	\$	2,600	\$	2,600
TamarackGC-Maint	1995	JACOBSON 524 OVERSEEDER	N/A	\$	2,600	\$	2,600
TamarackGC-Maint	1997	NEARY GRINDER 1489	N/A	\$	2,600	\$	2,600
TamarackGC-Maint	2016	GREENSMASER GR3150	316000710	\$	29,742	\$	22,247
TamarackGC-Maint	2016	GREENSMASER GR3150	316000782	\$	29,742	\$	22,247
TamarackGC-Maint	2016	REELMASTER 5510-D	316001249	\$	55,944	\$	55,944
TamarackGC-Maint	2016	SAND PRO 5040	316000595	\$	25,495	\$	25,495
TamarackGC-Maint	2016	WORKMAN MDX	315000805	\$	10,449	\$	10,449
TamarackGC-Maint	2016	WORKMAN MDX	315001022	\$	10,449	\$	10,449

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Maint	2016	GROUNDMASTER 3280	316000168	\$	21,613	\$	21,613
TamarackGC-Maint	2017	GREENSMASER 3150Q	400881926	\$	29,723	\$	29,723
TamarackGC-Maint	2017	REELMASTER 5510-D	400881781	\$	56,066	\$	56,066
TamarackGC-Maint	2017	PRO CORE 648	400835045	\$	22,210	\$	22,210
TamarackGC-Maint	2017	PROPASS 200 WIRELESS TOPDRESSER	400476266	\$	11,802	\$	11,802
TamarackGC-Maint	2017	GREENSPRO 1260	400541481	\$	12,062	\$	12,062
TamarackGC-Maint	2017	GREENSPRO 1260	400541469	\$	12,062	\$	12,062
TamarackGC-Maint	2017	WORKMAN MDX	401267884	\$	22,805	\$	22,805
TamarackGC-Maint	2017	DEERE 5085M UTILITY TRACTOR	432281-16104630	\$	39,399	\$	39,399
TamarackGC-Maint	2017	JACOBSEN XD TURF TRUCKSTER/HARVESTOR	84082A1122321110002762	\$	30,488	\$	30,488
TamarackGC-Maint	2017	DUAL ROTA MASTER 4000	24325	\$	5,800	\$	5,800
TamarackGC-Maint	2017	TORO DEBRIS BLOWER	401236015	\$	7,259	\$	7,259
TamarackGC-Maint	2017	TORO DEBRIS BLOWER	401236014	\$	7,259	\$	7,259
TamarackGC-Maint	2017	FORD F-250 PLUS PLOW	IFTBF2B68HED93324	\$	32,958	\$	32,498
TamarackGC-Maint	2017	JOHN DEERE 1600 TURBO SERIES II MOWER	1TC1600TAGF400281	\$	51,205	\$	51,206
TamarackGC-Maint	2017	FOLEY 673 BEDKNIFE GRINDER	71167300045	\$	22,250	\$	22,250
TamarackGC-Maint	2017	FOLEY ACCUMASTER 653 GRINDER	71165300216	\$	41,750	\$	41,750
TamarackGC-Maint	2017	AM/A00246/244 COMMERCIAL MOWER BROOM	MB04744	\$	5,047	\$	5,047
TamarackGC-Maint	2017	TORO VERA VAC SWEEPER WITH HOSE KIT	402267041	\$	23,223	\$	23,223
TamarackGC-Maint	2018	TORO WORKMAN HDX UTILITY VEHICLE	403206575	\$	22,805	\$	22,805
TamarackGC-Maint	2018	TORO WORKMAN HDX UTILITY VEHICLE	403208578	\$	22,805	\$	22,805
TamarackGC-Maint	2018	TORO VERSA VAC SWEEPER WITH HOSE	402591928	\$	23,223	\$	23,223
TamarackGC-Maint	2018	TORO WORKMAN MDX GAS	403132805	\$	10,449	\$	10,449
TamarackGC-Maint	2018	TORO PRO-CORE 1298	400835045	\$	31,245	\$	31,245
TamarackGC-Maint	2018	TORO GROUNDSMASTER 3280	403132991	\$	21,538	\$	21,538
TamarackGC-Maint	2018	TORO REELMASTER 5510-D	403167202	\$	56,066	\$	56,066
TamarackGC-Maint	2018	LELY 2010 SPREADER	2321624035499	\$	7,956	\$	7,956
TamarackGC-Maint	2018	JOHN DEERE 1600 TURBO SERIES II MOWER	1TC1600TCJG500193	\$	51,205	\$	51,205
TamarackGC-Maint	2018	GREENSGROOMER BRUSH 920E	921890	\$	3,020	\$	3,020
TamarackGC-Maint	2018	JOHN DEERE 4066 TRACTOR WITH LOADER AND BACKHOE	1LV4066RLJ101643	\$	49,281	\$	49,281
TamarackGC-Maint	2001	TRACTOR	31032690 (VIN #)	-	-	-	-
TamarackGC-Maint	2003	JOHN DEER 5420 TRACTOR	LV5420S343360 (VIN #)	-	-	-	-
TamarackGC-Maint	2004	FLAT BED CROSS COUNTRY	431FS162141000541 (VIN #)	-	-	-	-
TamarackGC-Maint	2007	FORD 450 PICKUP (PLATE NO. 9442CG)	1FDXF47Y37EA01703 (VIN #)	-	-	-	-

EXISTING AUTHORITY GOLF COURSE MAINTENANCE EQUIPMENT AND VEHICLES

TamarackGC-Maint	2017	FORD F-250 W/PLOW (PLATE NO. CG3BFC)	1FTBF2B68HEB93324 (VIN #)	-	-
TamarackGC-Maint	2001	FORD PICKUP (PLATE NO. E477CG)	1FTNF20L31EB93095 (VIN #)	-	-

Schedule B

GOLF COURSE MAINTENANCE EQUIPMENT LEASE AGREEMENT

This **GOLF COURSE MAINTENANCE EQUIPMENT LEASE AGREEMENT** (the "Agreement") is entered into as of the 31st day of January, 2019 (the "Effective Date"), by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with offices located at 101 Interchange Plaza, Cranbury, New Jersey 08512 (hereinafter, the "Authority") and **BILLY CASPER GOLF, LLC** a limited liability company with offices located at 12700 Sunrise Valley Drive, Suite 300, Reston, Virginia, 20191 (hereinafter the "Contractor"). The Authority and the Contractor may each be referred to herein, individually, as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, the Authority has available golf course maintenance equipment as indicated in **Attachment A**, which would benefit the Authority if it was used in connection with the operation of the Meadows at Middlesex Golf Course, the Tamarack Golf Course and the Raritan Landing Golf Course and ancillary facilities (hereinafter, the Golf Course Facilities").

NOW, THEREFORE, as an integral part of the contract between the parties for the operation of the Golf Course Facilities, and in consideration of the mutual covenants, conditions and provisions hereinafter set forth, the parties agree as follows:

ARTICLE 1

CONTRACT

This Agreement constitutes an integral part of the "Golf Course Facilities Operation and Management Services Agreement," (hereinafter, the "Services Agreement") entered into between the Parties, effective January 31, 2019.

This Agreement shall terminate simultaneously with the Services Agreement.

ARTICLE 2

EQUIPMENT LEASED

The Authority does hereby lease to the Contractor the equipment as identified on **Attachment A**, which shall be an Operating Expense as defined in the Services Agreement.

ARTICLE 3

CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall use the equipment exclusively for the purposes of maintaining and operating the Golf Course Facilities under the Services Agreement.
2. The Authority makes no warranties or representations, express or implied, as

to the equipment leased, and assumes no responsibility for the condition of the equipment.

3. The Contractor shall keep and maintain the equipment in satisfactory condition and repair in accordance with the manufacturers' recommended maintenance schedule for each piece of equipment and perform regular services, including oil and filter changes.

4. The Contractor agrees to keep all equipment free from all liens, encumbrances and charges of any nature whatsoever, voluntary or involuntary.

5. The Contractor agrees that all accessories, replacements, additions or substitutions now or hereafter added to any equipment, shall immediately, by accession, become integral parts thereof and belong to the Authority.

6. The Contractor shall comply with all the covenants and obligations which are set forth in any leases between the Authority and any third party concerning the equipment.

ARTICLE 4

LESSEE'S RESPONSIBILITIES

7. The Contractor shall indemnify and hold the Authority and Middlesex County harmless from any and all loss, damages, suits, penalties, cost, liabilities and expenses, including but not limited to, reasonable investigation and legal expenses arising out of the use of the equipment covered by this Agreement and its use in the operation of the Golf Course Facilities, or arising out of, or under, this Agreement, or as a result of the Contractor's violation of this Agreement.

8. The Contractor shall furnish the Authority with insurance policies or certificates thereof insuring the equipment to the full replacement value against fire and theft. In the event of any loss, the Contractor will be responsible to the Authority for any deductible. The insurance is to be written in the name of the Contractor, but endorsed with loss payable to the Authority, or its assignee, as their interests may appear, and also endorsed to the effect that the interest of the Authority or its assignee shall not be invalidated by any act of the insured.

9. The Contractor will carry, at its sole cost and expense, the insurance coverage in accordance with the basic Agreement between it and the Authority.

10. Each policy shall provide that no cancellation or material change in any of the insurance required under the term of this Agreement shall be effective except upon thirty (30) days advance written notice to the Authority from the insurer.

11. Notwithstanding the issuance of any documents required by law to enable the lessee to operate the equipment, the title to all leased equipment shall remain in the name of the Authority.

12. Upon expiration or termination of this Agreement, the Contractor shall return

to the Authority all equipment and shall have no right or other interest in it.

13. The Contractor shall not remove any equipment from the Golf Course Facilities without prior written consent of the Authority. The Contractor represents to the Authority that the equipment leased by the Contractor will be used solely for the Golf Course Facilities in accordance with the Service and for no other purpose.

14. In the operation of the equipment, the Contractor shall comply with all laws, regulations, rules and orders of lawfully constituted authorities, including but not limited to all OSHA requirements.

ARTICLE 5

CONTRACTOR'S FAILURE TO PERFORM

15. This Agreement will automatically terminate at the end of the term of the Services Agreement. This Agreement will also terminate if the Contractor is in default under the terms of the Service Agreement.

16. In the event of a termination or default, the Authority may repossess the equipment with or without legal process. The Authority may also exercise any and all lawful remedies which the Authority may have by reason of the Contractor's default.

17. If the equipment is reposed by the Authority upon any default of the Contractor, the Contractor shall be liable for and shall pay to the Authority all costs of the Authority including reasonable attorney's fees incurred in retaking and repairing the equipment.

18. The Contractor agrees that the equipment in **Attachment A** is public property and is to be returned to the Authority pursuant to the terms of this Agreement. At the end of the term of this Agreement or upon default by the Contractor, the Contractor shall have no right or other interest in the equipment.

19. The Contractor's execution of this Agreement serves as authorization for the Authority to act as the Contractor's attorney-in-fact to permit the Authority to take any and all steps necessary for the protection, or titling of the equipment.

ARTICLE 6

ASSIGNMENT

20. The Contractor shall not assign this Lease or any rights of the Contractor hereunder without prior written consent of the Authority.

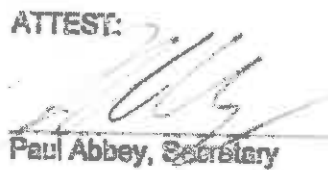
21. The rights of the Authority hereunder and in the equipment, may be assigned by the Authority without the consent of the Contractor. In the event of such assignment and upon written notice to the Contractor, the assignee hereof shall succeed to all of the rights of the Authority and the Contractor shall render to the assignee instead of the Authority, performance of all obligations hereunder.

ARTICLE 6
GOVERNING LAW

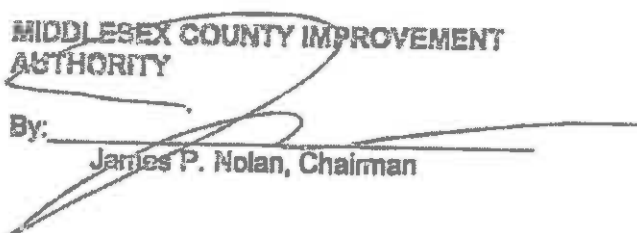
22. This Agreement shall be interpreted in accordance with and governed by the Laws of the State of New Jersey.

23. The Parties have read and understand this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized corporate officers of each of the parties.

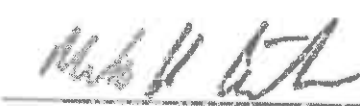
ATTEST:


Paul Abbey, Secretary

MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY

By: 
James P. Nolan, Chairman

WITNESS:

1/31/19 

BILL CASPER GOLF

By: 
R. Alexander Elnore, President

Schedule C
Maintenance Standards

- A. General Statement
- B. Irrigation System
- C. Clubhouse
- D. Agricultural Chemicals
- E. Fertilizer
- F. Mowing, Maintenance and Cultivation
 - (i) Greens
 - (ii) Tees and Approaches
 - (iii) Fairways
 - (iv) Rough
- G. Bunkers
- H. Ponds
- I. Trees and Shrubs
- J. Other Maintenance Issues
- K. Maintenance Reports

A. General Statement

It is the intention of the Authority to maintain the Golf Course Facilities in an environmentally sensitive manner. It is required that the Contractor institute an Integrated Pest Management Plan for maintaining this Golf Course Facilities. This plan will be reviewed by the Authority. The specifications for maintenance in this Agreement are an indication of minimum requirements. In no way do they limit the responsibility of the Contractor.

The Contractor will be responsible for the purchase and application of supplies, materials and equipment needed for the proper maintenance of buildings, facilities and the Golf Course Facilities.

The Contractor will be responsible for the maintenance and operation of the entire irrigation system in accordance with manufacturers recommended maintenance schedules, including the winterizing of the system annually. All necessary repairs and the acquisition of the parts for those repairs is the responsibility of the Contractor.

The Contractor will sample and have tested soils from greens, tees and fairways at Rutgers Soil Testing Laboratory or another recognized soil testing laboratory agreed upon with the Authority. Soil test results will be used to establish an appropriate fertilizer program.

The Contractor will be responsible for providing professional agronomic consultants if turf conditions do not meet competitive standards as determined by the Authority. The application of recommendations by turf consultants shall be the responsibility of the Contractor.

The Contractor shall keep and maintain all buildings and structures at the Golf Course Facilities in good repair and free from leaks, pests, and rodents and infiltration of the elements.

The Contractor shall protect the golf turf when excessively wet or frosted by delaying access by golfers and or restricting cart traffic to cart paths.

The Contractor shall be responsible for the daily maintenance of the restrooms, both fixed and portable. Rest rooms shall be kept clean and sanitary fully supplied with soap, towels, toilet paper, and all other necessary supplies.

The Contractor shall repair or replace any and all fencing when needed; all locking devices will be kept operable and locked in place when appropriate. The Authority will have ability to open and close all locks.

B. Irrigation System

The Contractor shall perform all irrigation operations in compliance with the New Jersey Department of Environmental Protection water allocation permit issued to the Authority for the Golf Course Facilities. The cost of the permit renewals shall be an Operating Expense.

Irrigation shall be applied in such a manner as to minimize impact on golfers and to optimize the health of the turf. When necessary, hand watering shall be used to apply moisture and temperature controls to greens and tees. Irrigation shall not be applied in such a way as to cause runoff of pest control materials or fertilizer. The Authority shall have full access to pump station, irrigation controllers, PC base station, and water allocation records.

If at any time restrictions are placed on irrigation applications by any regulatory body, the Contractor will take steps to protect wilted turf by restricting cart traffic to the cart paths.

The Contractor must keep all isolation valve boxes clearly marked and visible at all times. Sprinkler heads must be trimmed of turf once per year or as needed. Any and all irrigation leaks must be repaired within one (1) day of discovery. The Authority will conduct periodic inspections of the irrigation system; report results to the Superintendent assigned to the Golf Course Facility and expect needed repairs and maintenance to be done promptly.

Any and all repairs to the pump station must be performed by authorized, licensed technicians. Electrical repairs must be performed by a licensed electrician capable of working with high voltage, multi-phase systems. Pump repairs shall be performed by technicians trained by authorized irrigation system dealers and or service companies. The costs of any repairs or maintenance to the irrigation system shall be an Operating Expense.

Any repairs to the piping on the Golf Course Facilities shall be in conformity with the existing irrigation as built drawings. Drains that are added or altered should be noted on the as built drawings. No changes in piping, irrigation or drainage, shall be applied without prior examination by Authority.

Contractor shall maintain, remove and install, and service pond aerators in irrigation ponds and general ponds if applicable. Aerators will be serviced every winter to insure proper performance during the golf season.

C. Clubhouse

The Contractor shall maintain and operate the clubhouse irrigation systems to maximize its effectiveness and to insure healthy turf and ornamental plants around the clubhouses. The turf shall be mowed once per week during the golf season, including both sides of entrance road, area outside gate, and islands in parking lot. Weed control materials and fertilizer will be applied to these areas at appropriate times to insure healthy weed free turf. Weeds shall be controlled along curbs and fences with appropriate herbicide applications.

Parking lots shall not be used to store equipment or materials for a period longer than seven (7) days. Temporary storage of bulk materials is allowed but no longer than 7 days. Every effort will be made by the Contractor to keep entrance and parking areas neat and clean for parking.

D. Agricultural Chemicals

Herbicides, fungicides, and insecticides as well as any other materials that are regulated by the New Jersey Department of Environmental Protection shall be applied according to label directions and only by properly licensed operators and applicators.

Records of all applications shall be kept in an organized, timely manner in accordance with New Jersey Department of Environmental Protection Pesticide Control Program requirements. The Authority shall have full access to these records and the chemical storage facility itself. It should be known by the Contractor that a county agent shall

periodically review and comment on records as well as agricultural chemical inventory.

The Contractor is required to apply pesticides (herbicides, fungicides, insecticides, etc.) as called for by time of year, seasonal temperature and humidity change and the presence of disease or insect damage symptoms, in such a way as to minimize the impact of these pests on turf conditions. There is a zero tolerance for pest damage in putting greens at all times of the season.

It is expected that the Contractor's Superintendent will have an IPM plan in place and have access to the necessary materials and equipment to initiate that plan. The Authority shall periodically review the performance of this plan.

The Contractor is required to apply growth regulators to greens, tees and fairways to insure clean, clipping free surfaces for the playing of the game of golf. Regulators shall be applied according to label directions to insure proper performance. All rough shall be spot sprayed to control weeds at the beginning of the season. Bunker banks and edges may have to be done by hand, backpack sprayers, to insure a thorough job. Pre-emerge crabgrass control shall be applied to tees, collars, approaches, and fairways at the appropriate time to minimize germination of crabgrass. Applications of post emerge crabgrass controls are to be applied to green surrounds and bunker banks as needed. The Superintendent is expected to be up to date on Agricultural Chemical and Organic materials new to the market and to introduce new products to the Golf Course Facilities when beneficial to the overall health and well-being of the turf. Any organic approach to pest control must be considered for use and discussed with the Authority.

Greens, Tees, and Fairways will receive snow mold protection at the end of the season, prior to first snow. Appropriate additional protection will be added during winter months.

E. Fertilizer

The Contractor is required to fertilize as recommended in soil analysis reports. Foliar applications are possible by use of fertigation system that is in place. Fertilizer applications will not be limited to foliar applications, granular applications are also required as called for by soil analysis recommendations. Dormant or late season applications of granular fertilizer will be made to greens, tees and fairways at rates of no greater than $\frac{3}{4}$ of a pound of nitrogen per M sq. ft. and no less than $\frac{1}{4}$ of a pound of nitrogen per M sq. ft. Total annual applications of fertilizer shall meet the following guidelines:

Greens 3 – 4 pounds of Nitrogen per M sq. ft. per season

Tees 4 – 5 pounds of Nitrogen per M sq. ft. per season

Fairways 2 – 3 pounds of Nitrogen per M sq. ft. per season

Roughs $\frac{1}{2}$ - 1 pound of Nitrogen per M sq. ft. per season

All fertilizer applications must be recorded in Agricultural Chemical Record Book which Authority will have full access to.

The application of fertilizers will be timed to minimize potential for runoff. No fertilizer product will be dispersed into ponds or water runoff areas.

F. Mowing, Maintenance and Cultivation

(i) Greens

Contractor is required to mow greens on a daily basis during the golf season (April 15 – Nov 1) unless weather prohibits this action. Direction of cut will rotate every day between front to back, left to right, right to left, and side to side. The cleanup cut will be performed every other day; the edges will be whipped if they are not cut.

Height of cut will be within the range of 5/32" to 1/8". The higher height to be used for first month of season and if heat stress requires an adjustment, 1/8" cut will be the standard during the playing season. The Authority will inspect greens and measure stimp rates to insure smooth competitive putting surfaces.

Greens will be aerated a minimum of twice per year by traditional core aerification and or Dryject applications. Core aerification will require the removal of cores and holes filled with sand topdressing. Dryject application will be Profile Greens Grade or straight sand. Core aerification will be 2" x 2" spacing; Dryject will be 3" x 3" spacing.

Greens will be walked by staff and marks filled with dressing and bent grass seed once per week, high and low cups shall be repaired at this time as well. Cups will be changed 4 times per week (Tuesday, Thursday, Saturday, and Sunday). Staff will visit greens every morning to repair ball marks, repair damage from wildlife, and examine and repair cups if necessary.

Greens will be closed up at the end of the golf season in preparation for winter weather by the application of the following materials:

According to soil test analysis, appropriate rates of:

1. 0-0-50
2. Pro Mag
3. Snow mold protection
4. 5-4-5 organic fertilizer
5. Topdressing

These materials will be applied in order of list and left to cover greens through the winter.

(ii) Tees, Collars and Approaches

Tees will be mowed 3 times per week at a height 9/16" – 1/2". Triplex mowers will be used in straight lines only on tees, clean up passes will be performed with walk mowers to prevent damage on front and back of tees from turning of triplex mower. Cutting directions shall rotate from front to back, to left to right, to right to left.

Verticut blades will be applied to tees as needed during the season with debris being blown off into the rough or collected and removed.

Tees will be aerated with 5/8" – 1/2" diameter hollow tines 2 – 3 times per season or as needed. L93 bent grass develops thatch very quickly and tees must be monitored for

dryness on a daily basis. No rye grass seed will be introduced into tees, collars or approaches. Tee divots should be filled and leveled with bent grass seed and divot mix 3 times per week. Divot buckets are to be placed on all par 3's white and blue tee boxes.

Collars and approaches will be mowed on the same schedule and height of cut as tees. Aerification of collars will take place with greens and aerification of approaches will take place with fairways.

(iii) Fairways

Fairways will be mowed 3 times per week at 9/16" – 1/2" height of cut. Blowers will follow mowers to insure clean clipping free surface for golfers. Cutting direction will rotate from front to back, to left to right, to right to left.

Fairway aerification will take place twice per year. 3/4" – 5/8" diameter tines shall be used at a depth of 1" – 2". Topdressing applications will follow aerification, straight sand topdressing dragged into the surface.

Fairway divots will be filled on an ongoing basis, with extra care being given to landing areas at 150-yard markers and 100-yard markers. Divot repair material will be available on golf carts and replenished as needed. Only bent grass seed will be used in divot repair.

(iv) Rough

Rough will be mowed once per week during the season at 2" – 3" height of cut. Bunker banks will require some hand mowing and string trimming due to the severity of slope and shape of the bunkers.

G. Bunkers

Bunkers must be raked completely Tuesday, Thursday, Saturday, and Sunday. Any rocks or other debris must be removed at that time. Any weeds or grasses growing in the bunkers must be removed at that time. Care must be given not to over cultivate bunkers and create soft sand situation which will result in poor lie for golfer.

After rainstorms sand must be pushed back up to edges of bunkers and smoothed with rake. This must take place no later than the following day.

Bunkers must be edged 2 times per year, creating a clean smooth edge by removing grasses growing into bunker. Grass around bunkers should be mowed or string trimmed once per week or as needed.

Spring start up should include new sand for the bunkers that are washed thin by the winter storms. Sand added to bunkers should be as similar as possible to existing sand in color and make up. Specifications shall be provided to Contractor.

H. Ponds

Wetland plants must be cut back to prevent blocking line of site from tees to fairways and tees to greens. Hand tools included in inventory are suited for this purpose. Any treatment to ponds to control unwanted plant material must be applied by properly licensed applicator and all permits necessary for this treatment must be acquired. The cost of these treatments and the permit is the responsibility of the Contractor.

I. Trees and Shrubs

Trees and shrubs must be maintained free of dead wood and in an attractive natural design. Dangerous situations with trees or tree limbs must be attended to immediately upon discovery. All tree debris from storms or seasonal leaf drop must be removed from playing areas on a daily basis.

J. Cart Paths

The Contractor is responsible for the repair and replacement of cart path when necessary. No dangerous situations will be allowed to exist, repairs must be made immediately.

K. Other Maintenance Issues

All course equipment including tee markers, traffic signs, rope and stakes, ball washers, cups, flagsticks, flags, divot boxes, distance markers, spike cleaners, garbage receptacles are to be kept clean and freshly painted for the golf season.

Maintenance area must be kept neat and well organized at all times.

ESD2 wash down recycle system must be cleaned and fresh microbes added on a weekly basis. Flushing of the solid separator system must take place on a daily basis, with grass clippings being removed when necessary.

L. Maintenance Reports

When required, weekly evaluations of course conditions shall be performed by the Authority and a report filed with course Superintendent. These reports shall include over-all course evaluation, specific problem areas, as well as suggestions for improvements.

Year-end evaluations will be done by the Authority after irrigation blow down, closing of greens, and dormant fertilizer application. Copies of this report will be sent to Contractor representative.

Verification of Septic Maintenance Reports, Water Allocation Submittals, and Pesticide applicator License renewals will be sent to the Authority when appropriate.

Schedule D

Minimum Maintenance Staff Educational and Experience Requirements

1. Contractor must provide a Golf Course Superintendent for the three (3) Golf Course Facilities with the following qualifications on a full-time basis:

- A. Minimum of a 2-year Certificate in Fine Turf Management from a recognized University (i.e. Rutgers, Penn State, etc.);
- B. Minimum of 5 years' experience supervising golf course maintenance operations;
- C. Current New Jersey Commercial Pesticide Applicators License;
- D. Excellent written and oral communication;
- E. Have a working knowledge of specific duties for all golf course employees, including laws and regulations governing such; and
- F. Working knowledge of all aspects of golf course maintenance including irrigation operation, the ability to mark the hazards on the golf course, and set the golf course up for play in accordance with USGA standards and rules.

2. The Contractor must provide an Assistant Superintendent for the three (3) Golf Course Facilities with the following qualifications:

- A. Minimum of a 2-year Certificate in Turf Management recommended, not required;
- B. Minimum of 3 years' experience in golf course maintenance operations;
- C. Current New Jersey Pesticide Operator's License; and
- D. Working knowledge of all aspects of golf course maintenance and the ability to set up the golf course for play in accordance with USGA standards and rules.

3. The Management Company must provide a Golf Course Mechanic for each of the three (3) Golf Course Facilities with the following qualifications:

- A. Working knowledge of all types of turf care equipment, including mowers, aerators, tractors, utility vehicles, and cultivation accessories;
- B. Knowledge of the care and repair of internal combustion engines;
- C. Knowledge of the care and repair of hydraulic systems;
- D. Knowledge of the care and repair of diesel engines; and
- E. The ability to communicate and organize records of maintenance schedules for equipment.

4. Seasonal Staffing

The Contractor must provide a sufficient number of full-time seasonal employees to properly fulfill maintenance requirements as outlined in this Agreement.

Minimum Pro Shop Staff Educational and Experience Requirements

- 1. The Contractor must provide a Pro Shop Manager/PGA Professional with the following qualifications on a full-time basis for each of the three (3) Golf Course Facilities:**
 - A.** Will be able to facilitate an accurate, controlled, smooth and efficient operation of the shop during the golf season, focusing upon proper collection, control, processing of revenue and opening and closing shop procedures and requirements.
 - B.** Verifies and controls golfing patrons database (Automated Tee Time, Point of Sale, and Photo I.D.).
 - C.** Accurately calculates and charges golfing patrons for greens fees, reservation fees, cart rentals, merchandise purchases and all other charges.
- 2. Seasonal Staffing**
 - A.** The Contractor must provide a minimum number of seasonal employees to properly fulfill maintenance requirements as outlined in this agreement.
 - B.** To ensure the safety of the staff at all Golf Course Facilities, it is recommended that at least two (2) golf shop attendants be present at times when the Golf Course Facility is unlocked and accessible to the public. In addition, due to the scope of property, it is recommended that two (2) rangers be available to survey the site and ensure that golfers are safe and abiding by posted rules and regulations regarding golf cart use.
 - C.** At times, the ranger may also be responsible to fill water coolers, check and pick the driving range, assist with the distribution of golf carts and perform any other duties deemed necessary on any given play day.
 - D.** One starter is typically utilized however, the golf shop staff may be able to manage the flow of golfers to the first tee via wireless intercom or speaker system.

Schedule E
Existing Contacts/Agreements of the Authority

EXISTING CONTRACTS/AGREEMENTS OF THE AUTHORITY

Golf Course	Contract #/Type	Vendor	Service	Option	Start Date	End Date
MGC/RGC	PROPRIETARY	Tyco Integrated Security	Alarm Service	Month to Month	--	--
TGC	QUOTES	Comcast	Cable TV & Wifi Services	No	03/22/17	03/22/19
TGC/MGC/RGC	18-06	Billy Casper Golf, LLC	Clubhouse Management Services	Yes-3-1 yr	03/01/18	--
TGC	17-26	Links Hospitality	Concession Rental	No	03/01/18	12/31/20
RGC	16-06R	Lisa's Kitchen	Concession Rental	No	01/01/18	12/31/18
MGC	16-06	VS Services	Concession Rental	No	01/01/18	12/31/18
TGC/MGC/RGC	STATE CONTRACT	Ricoh USA Inc	(3) Copy Machines	No	01/01/18	12/31/21
TGC/MGC/RGC	COMMON CENTS	First Data	Credit Card Services	--	--	--
MGC	PROPRIETARY	Suez Water	Effluent Water	No	02/01/18	12/31/18
TGC/MGC/RGC	18-10	Tatbit	Electrician Services	1 yr	06/01/18	05/31/19
MGC	INSURANCE	US Assure	Environmental Insurance	No	02/24/18	02/24/19
TGC/MGC/RGC	QUOTES	Amco Exterminating	Exterminating Services	No	01/01/18	12/31/18
TGC	PROPRIETARY	Allied Fire & Safety	Fire Alarm Maintenance & Repair	No	01/01/18	12/31/18
TGC/MGC	QUOTES	Goose Runners	Geese Services	No	02/01/18	01/31/19
TGC/MGC/RGC	QUOTES	Vic Gerard Golf Carts	Golf Cart Maintenance	No	09/01/18	08/31/19
TGC/MGC/RGC	18-08	McCloskey Mechanical	HVAC Repair & Maintenance	1 yr	05/01/18	04/30/19
MGC/RGC	17-23	Middletown Sprinkler	Irrigation Equipment Repair	No	01/01/18	12/31/19
TGC	17-23	Storr Tractor & Middletown	Irrigation Equipment Repair	No	01/01/18	12/31/19
TGC/MGC/RGC	15-21	Pure Cleaning Services	Janitorial Services	No	03/01/18	02/28/19
TGC/MGC/RGC	17-19	Able Mechanical	Kitchen Equipment Repairs	No	11/01/17	10/31/19
TGC/MGC/RGC	18-11	Magic Touch	Plumbing Services	1 yr	06/01/18	05/31/19
TGC	QUOTES	Aquatic Technologies	Pond Management Services	No	05/16/18	12/31/18
MGC	QUOTES	Princeton Hydro	Pond Management Services	No	05/16/18	12/31/18
TGC/MGC/RGC	QUOTES	Johnny On The Spot	Portable Toilets	1 yr	04/02/18	11/30/18
TGC/MGC/RGC	STATE CONTRACT	Central Jersey Waste	Refuse Services	--	--	--
TGC/MGC/RGC	PROPRIETARY	GolfNow	Reservation System	No	08/01/18	02/28/19
TGC/MGC/RGC	17-21	White Rock Corp	Roof Repairs	No	01/01/18	12/31/19

EXISTING CONTRACTS/AGREEMENTS OF THE AUTHORITY

TGC	15-20	Atlas Septic	Septic Waste Removal	No	01/01/17	12/31/18
TGC/MGC/RGC	PROPRIETARY	Chelsea Information Systems	Tee Time System	3 year	03/01/16	02/28/19
TGC	UTILITY	Black Box Network	Telephone Maintenance Plan	No	11/10/18	11/09/19
MGC	UTILITY	Black Box Network	Telephone Maintenance Plan	No	11/10/18	11/09/19
TGC/MGC/RGC	18-03	Central Irrigation	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Crop Production Services	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Grass Roots	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Harrells	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Jersey Mulch	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Mitchell Products	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Plant Food	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Reed & Perrine	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Seeton Turf Warehouse	Turf Products	No	03/01/18	12/31/18
TGC/MGC/RGC	18-03	Site One Landscape Supply	Turf Products	No	03/01/18	12/31/18
TGC	INTERLOCAL	Township of East Brunswick	Water Allocation Agreement	--	08/01/07	07/31/17

Note: This list is exclusive of utilities

"MGC" means the Meadows at Middlesex Golf Course

"RGC" means the Raritan Landing Golf Course

"TGC" means the Tamarack Golf Course