

**REGULAR/WORKSESSION MEETING OF THE DENNIS TOWNSHIP
COMMITTEE - AUGUST 19, 2014 – 4:00 P.M.**

Meeting called to order:

The meeting is now open. Adequate notice of the meeting was provided by posting a copy of the time and place on the Municipal Clerk's bulletin board and by publishing notice in the official newspaper on the Township.

Will the Clerk please call the Roll to determine a quorum.

Will everyone please rise to salute the flag and for a moment of silence and the reading of the names of the fallen.

Public Comment on Agenda Items:

Review of Consent & Regular Agenda Items

Consent Agenda

- | | |
|----------------|---|
| Res. #2014-123 | Authorizing the Refund of a Planning/Zoning Escrow Fee. |
| Res. #2014-124 | Authorizing the Leave of Absence for an Administrative Employee. |
| Res. #2014-125 | Approving a Memorandum of Agreement with the County of Cape May for the Provision of Emergency Communications to Allow Sharing of Communications Equipment. |
| Res. #2014-126 | Authorizing the Execution of a Professional Services Contract to the Southwest Council, Inc. for the Employee Assistance Program. |

Regular Agenda:

- | | |
|----------------|--|
| Res. #2014-127 | Accepting & Awarding the Bid for Solid Waste Collection and Rejecting the Bids for Recycling Collection within the Township of Dennis. |
| Ord. #2014-07 | An Ordinance Granting Renewal of Municipal Consent to Comcast of South Jersey, LLC to Construct, Connect, Operate and Maintain a Cable Television and Communications System in Dennis Township, New Jersey. (for Introduction and First Reading) |

**REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE -
AUGUST 19, 2014 – 4:00 P.M. (page 2)**

Motion for the Bills

Motion authorizing the payment of the bills, providing that proper vouchers have been filed and that funds are available. **General Account \$**

Administrative Reports

Engineer's Report 08/19/2014

General Public Comments

Committee Comments

Adjournment

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2014-123

**RESOLUTION AUTHORIZING THE REFUND OF A
PLANNING/ZONING ESCROW FEE**

WHEREAS, the Administrator to the Planning and Zoning Boards has requested the refund of a Planning/Zoning Escrow Fee; and

WHEREAS, said Planning/Zoning application project has been completed or withdrawn and the escrow fund balance remains.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Chief Financial Officer is hereby authorized and directed to refund the following Planning/Zoning Escrow balance:

<u>Block</u>	<u>Lot</u>	<u>Amount</u>	<u>Applicant</u>
256.03	14	\$ 22.50	Add A Room P.O. Box 504 Ocean View, NJ 08230

BE IT FURTHER RESOLVED, that the Clerk forward a certified copy of this resolution to the Administrator to the Planning and Zoning Boards and the Chief Financial Officer.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

PRESENTED BY:

SECONDED BY:

RESOLUTION NO. 2014-123
PAGE 2

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on August 19, 2014 at 4:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2014-124

**RESOLUTION AUTHORIZING THE LEAVE OF ABSENCE FOR AN
ADMINISTRATIVE EMPLOYEE**

WHEREAS, the Clerk has received a request from a Township Employee for a leave of absence; and

WHEREAS, Eileen McFillin has requested a leave of absence for a medical condition ; and

WHEREAS, said leave would be effective on or about 08/28/2014 and would end on October 31, 2014 with Mrs. McFillin returning to work on November 03, 2014; and

WHEREAS, the leave of absence shall run concurrent with a leave under the provisions of the Family Leave Act for the balance of eligible time with the remainder being that of general leave of absence.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that a leave of absence be granted for Eileen McFillin effective on or about August 28, 2014 through October 31, 2014.

BE IT FURTHER RESOLVED, that a leave under the Family Leave Act will be granted for a portion of the leave not to exceed the Federal and State provisions of the Act.

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to file the necessary paperwork with the N.J. Civil Service Commission.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING :
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on August 19, 2014 at 4:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2014-125

**RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
WITH THE COUNTY OF CAPE MAY
FOR THE PROVISION OF EMERGENCY COMMUNICATIONS EQUIPMENT**

WHEREAS, the Township of Dennis and the County of Cape May are authorized to enter into memorandums of agreement for the benefit of citizens and taxpayers under N.J.S.A. 40A: 14-26 and 156.1 et seq.; and

WHEREAS, the Cape May County and Dennis Township will cooperate on the provision for emergency communications for Mutual Aid Agreements between said agencies to allow the sharing of communications equipment to facilitate adequate communications to the emergency services to enhance public safety Office of Emergency Management, through certain grants awarded by the United States Department of Homeland Security, has come into possession of equipment that it wishes to make available to Dennis Township and other municipalities; and

WHEREAS, the Dennis Township 9-1-1 Coordinator has recommended that the Township enter into the Memorandum of Agreement attached hereto and made a part hereof by reference and it appearing that entering into such Memorandum of Agreement is in the best interests of the health, safety and welfare of the citizens of the Township of Dennis;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Dennis in the County of Cape May and State of New Jersey, duly assembled in public session this 19th day of August, 2014, that the Mayor be and is hereby authorized and directed to execute the aforementioned Memorandum of Agreement with the County of Cape May for the purposes aforesaid.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

PRESENTED BY:

SECONDED BY:

RESOLUTION NO. 2014-125

PAGE 2

ROLL CALL VOTE:

AYES :

NAYS :

ABSTAINING:

ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on August 19, 2014 at 4:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST

Jacqueline B. Justice, RMC/Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
DENNIS TOWNSHIP
AND
COUNTY OF CAPE MAY, NEW JERSEY**

REGARDING EMERGENCY COMMUNICATIONS

1. PARTIES.

The parties to this Agreement are the Municipality of Dennis Township, New Jersey and the County of Cape May, New Jersey.

2. AUTHORITY.

This Agreement is authorized under the provisions of N.J.S.A. 40A: 14-26 and 156.1 et seq.

3. PURPOSE.

The purpose of this Agreement is to set forth terms by Dennis Township and the County of Cape May, New Jersey will cooperate on the provision for emergency communications for:

Mutual Aid Agreements between the County of Cape May, New Jersey and Dennis Township to allow the sharing of communications equipment to facilitate adequate communications to the emergency services to enhance public safety.

In order to ensure this agreement works effectively, the affected governments and authorized agents with Dennis Township and the County of Cape May, New Jersey can coordinate the Emergency Communications.

4. RESPONSIBILITIES.

A. Mutual Aid for Dennis Township and in the County of Cape May, New Jersey.

Dennis Township will:

1. Will provide and install communication equipment at no cost to the county upon the Ocean View Tower and or building located at 536 Woodbine Ocean View Road to allow emergency communication transmission within the area for which Dennis Township, New Jersey provides emergency services.
2. Any request will include specific information technology about frequencies and number of antennas to be placed upon said tower that is requested from the County of Cape May, New Jersey

County of Cape May, New Jersey will:

1. Allow personnel authorized by Dennis Township access to install approved equipment upon the Ocean View Tower. Cape May County will maintain a power back-up system for Dennis Township Equipment.
2. It is understood by both parties to this agreement that the tower and adjacent buildings and grounds at 536 Woodbine Ocean View Road are property of the County of Cape May.

5. REPORTING AND DOCUMENTATION.

Follow-up reports and/or documentation of actions taken by the County of Cape May, New Jersey, and Dennis Township are required within 20 days of the action taken.

3. POINTS OF CONTACT.

- a. Dennis Township primary point of contact is:

Albert M. DiCicco
Township Committeeman
571 Petersburg Road, P.O. Box 204, Dennisville, NJ 08214
609-412-9424

- b. The County of Cape May, New Jersey primary point of contact is:

(INSERT NAME)
(INSERT TITLE)
(INSERT ADDRESS)
(INSERT PHONE NUMBER)

4. MODIFICATION.

The parties to this agreement may modify this agreement by written modification. Any modification to this agreement must be signed by the signatories to this agreement of their express designee, or successors of the signatories.

5. OTHER PROVISIONS.

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of Dennis Township or the County of Cape May, New Jersey. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of the agreement shall remain in full force and effect.

6. EFFECTIVE DATE.

The terms of this agreement will become effective as of the date this agreement is executed by both Dennis Township and the County of Cape May, New Jersey.

7. TERMINATION.

The terms of this agreement, as modified by any subsequent written agreement of both parties, will remain in effect until December 31, 2019. The duration of this agreement may be extended by written agreement of the parties at least thirty (30) days prior to the termination date. Either party, upon thirty (30) days written notice to the other party, may terminate this agreement sooner than the effective termination date. The mutual aid portions of this memorandum will remain in effect indefinitely, termination only upon thirty (30) days written notice from either party.

APPROVED BY:

John Murphy
Dennis Township Mayor
571 Petersburg Road, P.O. Box 204, Dennisville, NJ 08214
609-861-9700

(INSERT NAME)
(INSERT TITLE)
(INSERT ADDRESS)
(INSERT PHONE NUMBER)

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2014-126

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES CONTRACT TO
THE SOUTHWEST COUNCIL, INC. FOR THE
EMPLOYEE ASSISTANCE PROGRAM**

WHEREAS, the Township of Dennis established an Employee Assistance Program in October, 1997; and

WHEREAS, the Clerk has received one (2) quotes from: The Southwest Council, Inc. and Shore Counseling, LLC for the Employee Assistance Program; and

WHEREAS, the Committee has reviewed the program and quotes and has deemed it beneficial to the Township to continue this program as part of the Drug Free Workplace Act; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A: 11-1 et seq.) requires that the resolution authorizing the award of contracts of "Professional Services" without competitive bids and the contract itself must be available for public inspection.

NOW THEREFORE BE IT RESOLVED, by the Township Committee, of the Township of Dennis, County of Cape May, State of New Jersey, as follows:

1. The Mayor and Clerk are directed to execute a contract with The Southwest Council, Inc., 645 N. Delsea Dr. Vineland, NJ 08360.
2. This contract is awarded retroactive to 08/01/2014, without competitive bidding as a "Professional Services" in accordance with N.J.S.A. 40A: 11-5 (a) of the Local Public Contracts Law because the services are to be rendered by a person authorized by law and the services require a prolonged formal course of specialized instruction and that the total sum will not exceed the limits established in P.L. 2004 Chapter 19.
3. A notice of this action shall be printed once in the official newspaper of the municipality.
4. This Resolution shall take effect immediately.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

ATTEST _____
John Murphy, Mayor

**RESOLUTION NO. 2014-126
PAGE 2**

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING:
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on August 19, 2014 at 4:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2014-127

**RESOLUTION ACCEPTING AND AWARDING THE BID(S) FOR
SOLID WASTE COLLECTION AND REJECTING THE BIDS FOR RECYCLING
COLLECTION WITHINT THE TOWNSHIP OF DENNIS**

WHEREAS, the Clerk received bids on July 08, 2014 at 2:00 P.M. for Solid Waste and Recyclable Materials Collection; and

WHEREAS, the Township received four (4) bids from various vendors for various contracts (1) Recyclable Household 36 month w/2 12 months, (2) Recyclable Household for 60 months, (3) Household Waste 36 months w/2 12 months, and (4) Household Waste 60 months (summary of bids sheet is attached); and

WHEREAS, the Solicitor has reviewed the bids, met with the Assistant Public Works Director, Chief Finance Officer and Municipal Clerk for their input and made his recommendation to the Township Committee.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that this governing body hereby awards the bid for contract Household Waste 36 month w/option of 2 additional 12 months to the low bidder, Waste Management of NJ, Inc., 107 Silvia Street, Ewing, NJ 08628 for the bid amount of \$530,388.00.

BE IT FURTHER RESOLVED, that the Township is exercising its right to reject the bids for the collection of Recyclable Materials.

BE IT FURTHER RESOLVED, that the Clerk is in receipt of the Certificate of Availability of Funds for this award from the Chief Financial Officer.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

ATTEST _____
John Murphy, Mayor

RESOLUTION NO. 2014-127
PAGE 2

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

AYES :
NAYS :
ABSTAINING :
ABSENT :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on August 19, 2014 at 4:00 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

2014 SOLID WASTE RECYCLABLE MATERIALS
 BID RESULTS
 BID OPENING - 7/8/14 2PM

NAME OF BIDDER	OPTION #1	OPTION #2	OPTION #3	CONTRACT #4	CONTRACT #5	CONTRACT #6
1. Atlantic County Utilities Authority	Recyclable Household 36month w/2 12 mo.	Recyclable Household 60 months	Recyclable Commercial 36month w/2 12 mo.	Recyclable Commercial 60 months	Household Waste 36month w/2 12 mo.	Household Waste 60 months
36 month	\$ 503,751.37	\$ 848,079.17	Included in option #1	Included in option #2	\$ 633,521.49	\$ 1,066,550.72
1st additional 12 month	\$ 174,678.14				\$ 219,676.54	
2nd additional 12 month	\$ 178,171.70				\$ 224,070.07	
2. Waste Management of NJ, Inc.		\$ 910,980.00	Included in option #1	Included in option #2		\$ 910,980.00
36 month	\$ 530,388.00				\$ 530,388.00	
1st additional 12 month	\$ 187,500.00				\$ 187,500.00	
2nd additional 12 month	\$ 193,116.00				\$ 193,116.00	
3. EarthTech		\$ 894,400.00	Included in option #1	Included in option #2		\$ 977,600.00
36 month	\$ 536,640.00				\$ 586,560.00	
1st additional 12 month	\$ 178,880.00				\$ 195,200.00	
2nd additional 12 month	\$ 178,880.00				\$ 195,200.00	

2014 SOLID WASTE RECYCLABLE MATERIALS
 BID RESULTS
 BID OPENING - 7/8/14 2PM

		936,000.00	Included in option #1	Included in option #2	
4. Choice Environmental Services of NJ, Inc formerly Blue Diamond/Gold Medal	\$				\$ 939,120.00
36 month	\$	561,600.00		\$	563,472.00
1st additional 12 month	\$	187,200.00		\$	187,824.00
2nd additional 12 month	\$	187,200.00		\$	187,824.00

DRAFT
ORDINANCE # - 2014

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF SOUTH JERSEY, LLC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN DENNIS TOWNSHIP, NEW JERSEY.

BE IT ORDAINED BY THE MAYOR AND COMMITTEE OF DENNIS TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" or "Municipality" is the Township of Dennis, County of Cape May, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of South Jersey, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board with a 10-year automatic renewal as provided by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater.

SECTION 6. FRANCHISE TERRITORY

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application.

SECTION 8. CONSTRUCTION REQUIREMENTS

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

SECTION 9. CUSTOMER SERVICE

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER

The Office of Cable Television is hereby designated as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

SECTION 11. LOCAL OFFICE

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters.

Deleted: Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

SECTION 12. PERFORMANCE BONDS

During the life of the franchise the Company shall give to the municipality a bond in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

SECTION 13. SUBSCRIBER RATES

The rates of the Company shall be subject to regulation as permitted by federal and state law.

SECTION 14. COMMITMENTS BY THE COMPANY

- a. The Company shall provide Expanded Basic or a similar tier of cable television service on one (1) outlet at no cost to each qualified existing and future school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.
- b. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost on one (1) outlet to each qualified existing and future police, fire, emergency management facility and public library in the Municipality, provided the facility is located within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality.
- c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of fifteen thousand dollars (\$15,000) to meet the technology and/or cable related needs of the community.
- d. Within six months of the issuance of an Automatic Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of ten thousand dollars (\$10,000) to meet the technology and/or cable related needs of the community.
- e. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves these external cost, pass-through rights to the extent permitted by law.

SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS

- a. Within (12) months of receipt of a Renewal Certificate of Approval (COA) by the OCTV, the Company shall provide one (1) channel for Educational and Governmental ("EG") access for the shared use by Dennis Township and Woodbine Borough (collectively, "Municipalities") on the most basic tier of service offered by the Company in accordance with Section 611 of the federal Cable Act, and as further set forth below. Educational access message board content shall be provided by the governing bodies of the Municipalities or other designated educational institution. Government access bulletin board content

shall be provided by the Municipalities. Unused capacity may be utilized by the Company subject to the provisions for “fallow time” below.

- b. The Company will provide the initial Webus hardware and other equipment necessary to broadcast EG bulletin board slides. The Company will not be responsible for the maintenance of any equipment, computers, or Internet service used by Dennis Township and its designated EG administrators to access the web based Webus platform.
- c. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. An EG access user – whether an educational or government user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except in accordance with federal law the Company may refuse to transmit any educational or governmental access program or portion of an educational or governmental access program that contains obscenity, indecency, or nudity.
- e. The governing bodies of the Municipalities shall be responsible for developing, implementing, and enforcing rules for EG Access programming.
- f. Educational Access. “Educational Access” shall mean non-commercial use for educational purposes that is managed, scheduled, and programmed by local educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.
- g. Government Access. “Government Access” shall mean noncommercial use by the governing bodies of the Municipalities, for the purpose of showing the public local government at work.
- h. Company Use of Fallow Time. Because blank or under-utilized EG channels are not in the public interest, in the event the Municipalities or other EG access users elect not to fully program their EG access channel, Company may program unused time on those channels subject to reclamation by the Municipality upon no less than 60 days written notice.

SECTION 16. EMERGENCY USES

- a. The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the Municipality is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

SECTION 18. INCORPORATION OF THE APPLICATION

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

SECTION 19. COMPETITIVE EQUITY

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

SECTION 20. SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. THIRD PARTY BENEFICIARIES

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 22. EFFECTIVE DATE

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

ENGINEERS REPORTAUGUST 19, 2014

THE REPLACEMENT OF THE ROOF GUTTERS FOR THE RECREATION BUILDING HAS BEEN COMPLETED SATISFACTORILY.

I AM CONTINUING TO COORDINATE THE REPAIRS TO THE HEATING AND AIR CONDITIONING SYSTEM IN TOWNSHIP HALL.

I INSPECTED THE EXTERIOR OF THE TOWNSHIP HALL AND SENIOR CENTER, AS DIRECTED, FOR DEVELOPING THE COST OF REPLACING THE ROOFS AND RELATED WORK. WITH YOUR APPROVAL, IT SHOULD BE INCLUDED IN THE CAPITAL PLAN.

I SUBMITTED OUR SCHEDULE FOR CENTERLINE RESTRIPIING TO THE COUNTY. THE SCHEDULE IS ATTACHED FOR INFORMATION AND APPROVAL.

I WILL REPEAT OUR GRANT APPLICATION FOR FISCAL 2015 TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO RECONSTRUCT AND REALIGN THE INTERSECTION OF ACADEMY ROAD WITH FIDLER ROAD (COUNTY ROAD #638) IN DENNISVILLE. THE DOT. HAS RECENTLY ADVISED THE APPLICATIONS ARE DUE PRIOR TO OCTOBER 15.

I AM CONTINUING TO INSPECT THE CONSTRUCTION OF THE SITE WORK FOR THE "DANCE DYNAMICS" PROJECT.

RESPECTFULLY SUBMITTED,

JOHN C. GIBSON, P.E. 8/19/2014

DENNIS TOWNSHIP 2014 RE-STRIPING SCHEDULE
Rev' 8/09/2014

ACADEMY ROAD (DENNISVILLE) FROM COUNTY RTE 610 TO FIDLER ROAD	1.00 MILES
ACADEMY ROAD (OCEAN VIEW) FROM RTE. 9 TO KING'S HIGHWAY	1.14 MILES
HAGEN ROAD FROM RTE 9 TO DENNISVILLE ROAD	2.50 MILES
DENNIS CREEK DRIVE FROM DENNISVILLE RD. TO VILLAGE LN.	0.25 MILES